

*Woodland Crossing
Community Development District*

Meeting Agenda

July 25, 2024

AGENDA

Woodland Crossing

Community Development District

219 E. Livingston St., Orlando, Florida 32801

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

July 18, 2024

Board of Supervisors Meeting

Woodland Crossing Community Development District

Dear Board Members:

A Landowners' Meeting and a Board Meeting of the Board of Supervisors of the **Woodland Crossing Community Development District** will be held on **Thursday, July 25, 2024 at 10:00 AM** at the **E C Rowell Public Library, 2810 CR-478A, Webster, Florida 33597.**

Zoom Video Link: <https://us06web.zoom.us/j/85414405560>

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

Meeting ID: 854 1440 5560

Following is the advance agenda for the meeting:

Landowners' Meeting

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

Board of Supervisors Meeting

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

¹ Comments will be limited to three (3) minutes

- B. Consideration of Resolution 2024-34 Canvassing and Certifying the Results of the Landowners' Election
- C. Election of Officers
- D. Consideration of Resolution 2024-35 Electing Officers
- 4. Approval of Minutes of the June 11, 2024 Organizational Meeting
- 5. Public Hearings
 - A. Public Hearing on the Imposition of Special Assessments
 - i. Presentation of Engineer's Report
 - ii. Presentation of Master Assessment Methodology
 - iii. Consideration of Resolution 2024-36 Levying Special Assessments
 - iv. Consideration of Notice of Master Assessments
 - B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments
 - i. Consideration of Resolution 2024-37 Expressing the District's Intent to Utilize the Uniform Method of Collection
 - C. Public Hearing on the Adoption of District Rules of Procedure & Amenity Policies and Rates
 - i. Consideration of Resolution 2024-38 Adopting Rules of Procedure for the District
 - ii. Consideration of Resolution 2024-39 Adopting Amenity Policies and Rates for the District
- 6. Review and Ranking of Proposals for District Engineering Services and Selection of District Engineer
- 7. Consideration of the Adoption of Goals and Objectives for the District
- 8. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
- 9. Other Business
- 10. Supervisors Requests and Audience Comments
- 11. Adjournment

Landowners' Meeting

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **Thursday, July 25 2024**

TIME: **10:30 AM**

LOCATION: **E C Rowell Public Library, 2810 CR-478A, Webster, Florida 33597**

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 NO. 2024-34

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

WHEREAS, the Woodland Crossing Community Development District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Sumter County, 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 years following the creation of the District for the purpose of electing supervisors of the District; and

WHEREAS, such landowners meeting was held on July 25, 2024, the Minutes of which are attached hereto as **Exhibit A**, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

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

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

SECTION 1. The following persons are found, certified, and declared to have been duly elected as Supervisor 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 _____

SECTION 2. In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisor, the above-named person is 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

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

PASSED AND ADOPTED this 25th day of July 2024.

ATTEST:

**WOODLAND CROSSING
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A
Minutes of Landowners Election

SECTION D

RESOLUTION 2024-35

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT ELECTING THE OFFICERS OF THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Woodland Crossing Community Development District (hereinafter the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within unincorporated Sumter County, Florida; and

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

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

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

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

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

PASSED AND ADOPTED this 25th day of July 2024.

ATTEST:

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MINUTES

**MINUTES OF MEETING
WOODLAND CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

The Organizational meeting of the Board of Supervisors of the Woodland Crossing Community Development District was held Tuesday, **June 11, 2024** at 1:35 p.m. at 346 E. Central Ave., Winter Haven, Florida.

Present and constituting a quorum:

Brian Walsh
Kareyann Ellison
Garret Parkinson

Vice Chair
Assistant Secretary
Assistant Secretary

Also present were:

Jill Burns
Roy Van Wyk
Chris Loy
Patrick Collins
Rey Malave
Chace Arrington
Ashton Bligh
Marlene Cather

District Manager, GMS
District Counsel, Kilinski Van Wyk
District Counsel, Kilinski Van Wyk
District Counsel, Kilinski Van Wyk
Interim District Engineer, Dewberry
Interim District Engineer, Dewberry
Bond Counsel, Greenberg Traurig
Meeting Location Correspondent

FIRST ORDER OF BUSINESS

Introduction

A. Call to Order

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

B. Public Comment Period

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

C. Oath of Office

Ms. Burns swore in Ms. Kareyann Ellison, Mr. Brian Walsh, and Mr. Garret Parkinson.

SECOND ORDER OF BUSINESS

Organizational Matters

A. Confirmation of Notice of Meeting

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

C. Election of Officers

1. Consideration of Resolution 2024-01 Appointing Officers

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-01 Appointing Jill Burns as Secretary, George Flint as Assistant Secretary, Milton Andrade as Chairman, Brian Walsh as Vice Chairman and the other three Supervisors as Assistant Secretaries, was approved.

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

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

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

THIRD ORDER OF BUSINESS

Retention of District Staff

A. Consideration of Contract for District Management Services

1. Consideration of Resolution 2024-03 Appointing District Manager

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

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

B. Consideration of Contract for District Counsel Services

1. Consideration of Resolution 2024-04 Appointing District Counsel

Ms. Burns stated this resolution would appoint Kilinski | Van Wyk PLLC as their District Counsel. Their agreement is included in the agenda packet for review.

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

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

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

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

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

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

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

E. Consideration of Interim District Engineering Agreement

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

F. Request Authorization to Issue RFQ for Engineering Services

Ms. Burns stated engineering services is one of the professionals that has to go through the RFQ process where they will place an ad to solicit qualification statements. Then, they will come back to the Board for review and rankings. The ad that will be placed pending authorization

from the Board is included in the agenda packet for review. She stated the due date is changed from July 29th to July 15th.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Authorizing Staff to Issue RFQ for Engineering Services, was approved as amended.

FOURTH ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

A. Consideration of Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for Remaining Fiscal Year 2024 Meetings and Upcoming Fiscal Year 2025 Meetings

Ms. Burns stated the date that they have in there is the third Thursday of each month at 10:00 a.m. The Board agreed with the dates, time and location as presented.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-07 Designation of Regular Monthly Meeting Date, Time, and Location for the Fiscal Year 2024 for the Third Thursday of Each Month at 10:00 a.m. in the Same Location, was approved.

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

Ms. Burns stated they need to hold a Landowners’ Election within 90 days of establishment. The proposed date would be Thursday, July 25, 2024 at 10:00 a.m. in their current location.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-08 Designation of Landowner’s Meeting for July 25, 2024 at 10:00 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 2024-09 Setting a Public Hearing to Consider the Proposed Rules of the District

A. Rules of Procedure

Ms. Burns stated Resolution 2024-09 was included in their agenda packet for review. She noted that those rules were attached. She suggested July 25, 2024 at 10:00 a.m. in their current location.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-09 Setting the Public Hearing for July 25, 2024 at 10:00 a.m. in their current location, was approved.

2. Consideration of Resolution 2024-10 Setting a Public Hearing to Adopt Amenity Rules and Rates for the District

Ms. Burns stated they started adding this to the Organizational meeting so there is a standard non-resident user fee and card access. She suggested to set the hearing for July 25, 2024 at 10:00 a.m.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-10 Setting a Public Hearing for July 25, 2024 at 10:00 a.m. in their current location, was approved.

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

1. Consideration of Resolution 2024-11 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2023/2024 and 2024/2025 Budget

Ms. Burns presented Resolution 2024-11, which is included in the agenda packet for review. She noted that they need at least 60 days to send this to the city and the county, so the proposed date is September 19, 2024 at 10:00 a.m. in their current location, which is their regular May meeting. She was happy to answer any questions.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-11 Setting the Public Hearing for September 19, 2024 at 10:00 a.m. at the same location and the Proposed Budget for Fiscal Year 2023/2024 and 2024/2025 Budget, was approved.

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

Ms. Burns stated this was with Clayton Properties Group, Inc. and that entity will agree to fund the operations and maintenance of the District based on the budget that the Board eventually approves.

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

E. Consideration of Resolution 2024-12 Setting Date of Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Ms. Burns stated this was the hearing they would go through so they can collect their assessments on roll when they are ready to do that. The suggested date is July 25, 2024 at 10:00 a.m. at their current location.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-12 Setting Date of Public Hearing Expressing the District’s Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in Accordance with Section 197.3632, Florida Statutes for July 25, 2024 at 10:00 a.m. in the same location, was approved.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Consideration of Resolution 2024-13 Designating a Qualified Public Depository

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-13 Designating Truist as Qualified Public Depository, was approved.

B. Consideration of Resolution 2024-14 Authorization of Bank Account Signatories

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-14 Authorization of Bank Account Signatories, was approved.

C. Consideration of Resolution 2024-15 Relating to Defense of Board Members

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-15 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2024-16 Authorizing District Counsel to Record the Property Records of Sumter County, Florida the “Notice of Establishment” in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

Ms. Burns presented Resolution 2024-16 to the Board.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-16 Authorizing District Counsel’s Actions in Recording the Property Records of Sumter County, Florida the Notice of Establishment in Accordance with Chapter 190.0485, Florida Statutes, was approved.

E. Consideration of Resolution 2024-17 Adopting Investment Guidelines

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-17 Adopting Investment Guidelines, was approved.

F. Consideration of Resolution 2024-18 Authorizing Execution of Public Depositor Report

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-18 Authorizing Execution of Public Depositor Report, was approved.

G. Consideration of Resolution 2024-19 Designating a Policy for Public Comment

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-19 Designating a Policy for Public Comment, was approved.

H. Consideration of Resolution 2024-20 Adopting a Travel and Reimbursement Policy

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-20 Adopting a Travel and Reimbursement Policy, was approved.

I. Consideration of Resolution 2024-21 Adopting Prompt Payment Policy

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-21 Adopting Prompt Payment Policy, was approved.

J. Consideration of Resolution 2024-22 Adopting a Records Retention Policy

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor Resolution 2024-22 Adopting a Records Retention Policy Option 1, was approved.

K. Consideration of Compensation to Board Members

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

L. Consideration of Resolution 2024-23 Selecting District Records Office Within Sumter County

This item was tabled to a future meeting.

M. Consideration of Resolution 2024-24 Designating the Primary Administrative Office and Principal Headquarters of the District

This item was tabled to a future meeting.

N. Consideration of Website Services Agreement

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, the Website Services Agreement, was approved.

O. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date for Sumter County

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

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

SIXTH ORDER OF BUSINESS

Capital Improvements

A. Appointment of Financing Team

1. Consideration of Resolution 2024-25 Appointing Bond Counsel

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

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

2. Consideration of Resolution 2024-26 Appointing Investment Banker

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

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

3. Assessment Administrator

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Appointing GMS Bonds as Assessment Administrator, was approved.

4. Trustee

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Appointing the Trustee, was approved.

B. Approval of Financing Team Funding Agreement

Ms. Burns stated this was with Clayton Properties Group, Inc.

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

SEVENTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Engineer’s Report

Mr. Malave presented the Engineer’s report to the Board. He stated the report was dated June 5th. The report provides a detailed analysis of what is being encumbered by the District. He stated the total value of construction costs is \$22,611,270. Mr. Malave reviewed the components of the report in Exhibit 7. The question was asked if there was any reason why they couldn’t construct the project that Mr. Malave outlined in his report. Mr. Malave responded that there was no reasons that he had that would not be able to construct it. The question was asked if it was Mr. Malave’s professional opinion that the cost that Mr. Malave outlined in his report were reasonable for the types and scope of the construction that is outlined in his report. Mr. Malave responded yes they were. It was noted that Mr. Malave also submitted some revisions, so the Board will consider this report as amended. Mr. Malave will send the finalized report.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, the Engineer’s Report, was approved as amended.

B. Consideration of Master Assessment Methodology

Ms. Burns presented the Master Assessment Methodology to the Board. She stated this assessment report allocates debt to the properties based on the special benefits that each receive from the Capital Improvement Plan that Mr. Malave reviewed. She explained that this assessment report will be supplemented with one or more Supplemental Assessment Methodology reports at the time of issuance for each of the series of bonds. She reviewed the tables attached in the agenda packet. She noted a legal description of the property is included for review as well. The District Counsel asked if it was Ms. Burns professional opinion that the benefit received by the properties

is equal to or greater than the burden placed upon the properties by the assessment outlined in the report. The District Counsel also asked Ms. Burns if it was her professional opinion that the assessments as provided in the report are fairly and reasonably apportioned across the product types within the District as she described.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, the Master Assessment Methodology, was approved.

C. Consideration of Resolution 2024-27 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

Ms. Bligh presented Resolution 2024-27 to the Board. She stated this was the first step in the bond issuance process. She explained that this resolution is authorizing the issuance of not to exceed \$30,880,000 aggregate principal amount of bonds for the District. She noted that they would come back to the Board with a delegation resolution with details describing a series of bonds the District intends to issue at that time. She brought the Board's attention to certain sections of the resolution. She stated that Chapter 190 requires any bonds to be secured by a Trust Agreement for certain projects. She also stated that section five of this resolution authorizes and approves the execution and delivery of the Master Trust Indenture, which is also attached as an exhibit. She explained that the projects related to the District's Capital Improvement Plan described in the Engineer's report are also described in this resolution in schedule one. She noted that the District is appointing U.S. Bank Trust Company, National Association, as the Trustee under the Master Trust Indenture, which is being done under section seven. She also noted that Chapter 75 requires any bonds maturing after five years to be validated. She explained that under section eight the Board's authorizing and directing District Counsel and Bond Counsel to the District to proceed with filing for validation. She was happy to answer any questions. Hearing no questions, she requested a motion to adopt this resolution.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-27 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings, was approved.

D. Consideration of Resolution 2024-28 Declaring Special Assessments and Approval of Assessment Methodology and Setting Public Hearing for Special Assessments

Ms. Burns stated this kicks off their assessment process. They will send mailed notice to any property owners within the community to notify them of the public hearing date that they will set as part of this resolution. The date they have listed is July 25th at 10:00 a.m.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-28 Declaring Special Assessments and Approval of Assessment Methodology and Setting Public Hearing for Special Assessments for July 25, 2024 at 10:00 a.m. in this location, was approved.

EIGHTH ORDER OF BUSINESS

Other Business

A. Consideration of Resolution 2024-29 Authorizing the Disbursement of Funds

Ms. Burns stated this resolution outlines thresholds that continuing expenses or noncontinuing expenses can be approved outside of a Board meeting.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-29 Authorizing the Disbursement of Funds, was approved.

B. Consideration of Resolution 2024-30 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements

Ms. Burns presented Resolution 2024-30 to the Board. She stated a lot of cities and counties require a resolution that shows who is authorized to sign off on those items and this is what they will provide to them when requested. She was happy to answer any questions.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-30 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements, was approved.

C. Consideration of Resolution 2024-31 Direct Purchase Resolution

Ms. Burns stated under this resolution the District is finding that because they are a governmental entity and tax exempt, directly purchasing construction materials through the District if they choose to do so will be a significant cost savings for the District.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-31 Direct Purchase Resolution, was approved.

D. Consideration of Resolution 2024-32 Authorizing the Use of Electronic Documents and Signatures

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-32 Authorizing the Use of Electronic Documents and Signatures, was approved.

E. Consideration of Resolution 2024-33 Adopting an Internal Controls Policy

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

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Resolution 2024-33 Adopting an Internal Controls Policy, was approved.

F. Approval of Funding Request No. 1

Ms. Burns stated this was the initial amount to open the District’s bank account and also fund all of those public hearing notices and everything that they have as well as procure insurance for the District. She noted that there was one change to a subheading that has a different District name.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, Funding Request No. 1, was approved as amended.

G. Staff Reports

i. Attorney

a) E-Verify Memorandum

Mr. Van Wyk stated they would file the bond validation as soon as they get all the signed documents back.

ii. Manager

There being no comments, the next item followed.

H. Supervisor's Requests

There being no requests, the next item followed.

NINTH ORDER OF BUSINESS

Adjournment

Ms. Burns asked the Board for adjournment.

On MOTION by Mr. Walsh, seconded by Ms. Ellison, with all in favor, the meeting was adjourned.
--

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION V

SECTION A

SECTION 1

REFERENCE NO. 50167485

.....

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report

JUNE 05, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Woodland Crossing
Community Development District
219 East Livingston Street
Orlando, Florida 32801
407.841.5524

Engineer's Report

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Summary of Probable Costs.....	Exhibit 7

1. Introduction

Woodland Crossing Community Development District (the “District” or “CDD”) is located entirely within unincorporated Sumter County (“County”), Florida. It is generally located along County Road 229, south of County Road 228, and north of State Road 44. The District contains approximately 154.69 acres and will consist of 532 residential lots with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the County’s ordinance O-24-06788, which was approved by the Sumter County Board of County Commissioners on 05-28-2024. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer (“Developer”) is Clayton Properties Group, Inc., which Florida division is based in Lakeland, Florida. The development is approved as a Planned Development (“PD”) for residential units to be constructed in two (2) phases over an estimated three (3) year period. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City of Wildwood (the “City”), the County, Southwest Florida Water Management District (“SWFWMD”), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan (“CIP”) set forth in this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	DISTRICT AREA (AC)
Master Stormwater System	21.18
Residential Land (Single-Family Lots)	84.84
Roadways Infrastructure & Public Facilities	25.91
Open Space/Conservation Areas/Parks	22.76
TOTAL	154.69

Table 1.2 Lot Types

LOT TYPE SUMMARY	
LOT WIDTH	NUMBER OF LOTS
Phase 1	
50x110-ft Single Family	45
50x120-ft Single Family	319
60x120-ft Single Family	168
TOTAL	532

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City of Wildwood for ownership and maintenance upon completion.

2. Purpose and Scope

The purpose of this Report is to provide engineering support for the funding of the proposed improvements within the District. This report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of 532 single-family residential units, and associated infrastructure. The overall development is a planned residential community consisting of 154.69 acres located along County Road 229, south of County Road 228, and north of State Road 44. It is located in unincorporated Sumter County. The zoning for the development is Residential Planned Unit Development. The future land use of the development is Urban Residential. The development will be constructed in two phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Installation of the water distribution and wastewater collection system (including lift stations) will also occur at this time. Below-ground installation of telecommunications and cable television will occur but will

not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the City, County, and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Number 12105C0390G, dated December 22, 2016, demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be located in areas where existing depressions will be impacted throughout the development and the 100-year flood volumes will be compensated as it is required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-foot wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District will fund roadway construction for all public roadways.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the City which will also own the facilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under

the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Three lift stations are anticipated for this CIP. Flow from the lift stations shall be connected to a proposed force main that will pump to an existing force main that will connect to the City's or Sumter County's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances, which will be owned by Sumter County. Upon completion, the required inspections as well as final certifications of completions for the improvements will be obtained from the City, County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center anticipated to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be available to the public.

5.6 Electric Utilities and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by SECO Energy ("SECO"). Electric facilities will be maintained by SECO after the dedication to the District, with SECO providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The development will not be gated. The irrigation system will use an irrigation well. The well and irrigation water mains for the development's various phases will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for the development are required and include the City, County, SWFWMD, FDEP.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status

PERMIT STATUS	
PERMITS/APPROVALS	PERMIT STATUS
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To Be Obtained
SWFWMD ERP	To Be Obtained
Construction Permits	To Be Obtained
FDEP Sanitary Sewer General Permit	To Be Obtained
FDEP Water Distribution General Permit	To Be Obtained
NOI	To Be Obtained

6. Recommendation

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

Items utilized in the Opinion of Probable Costs of this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Sumter County, and the City regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer’s Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County and the City. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's

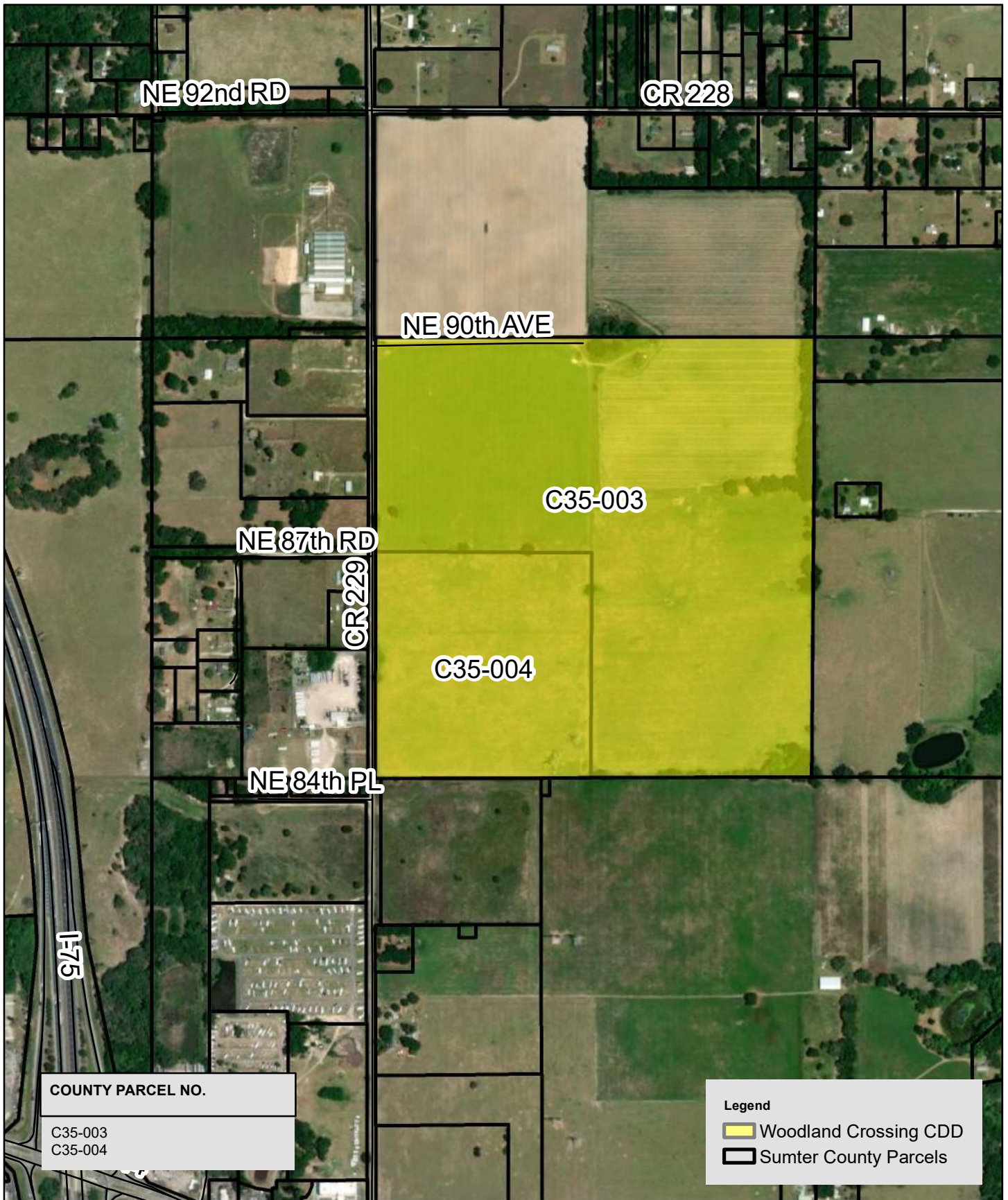
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Woodland Crossing Community Development District.



Reinardo Malavé, P.E.
Florida License No. 31588

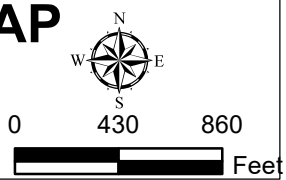


COUNTY PARCEL NO.
C35-003
C35-004

Legend

- Woodland Crossing CDD
- Sumter County Parcels

EXHIBIT 1 - GENERAL LOCATION MAP WOODLAND CROSSING CDD



WOODLAND CROSSING
WILDWOOD, SUMTER COUNTY, FLORIDA
LEGAL DESCRIPTIONS
03-20-2024

SAMMIE EDMOND ALBRITTON PARCEL

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR COUNTY ROAD 229 ACROSS THE WEST SIDE THEREOF, A PORTION OF WHICH IS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 4170, PAGE 65, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

GATTIS ALBRITTON PARCEL

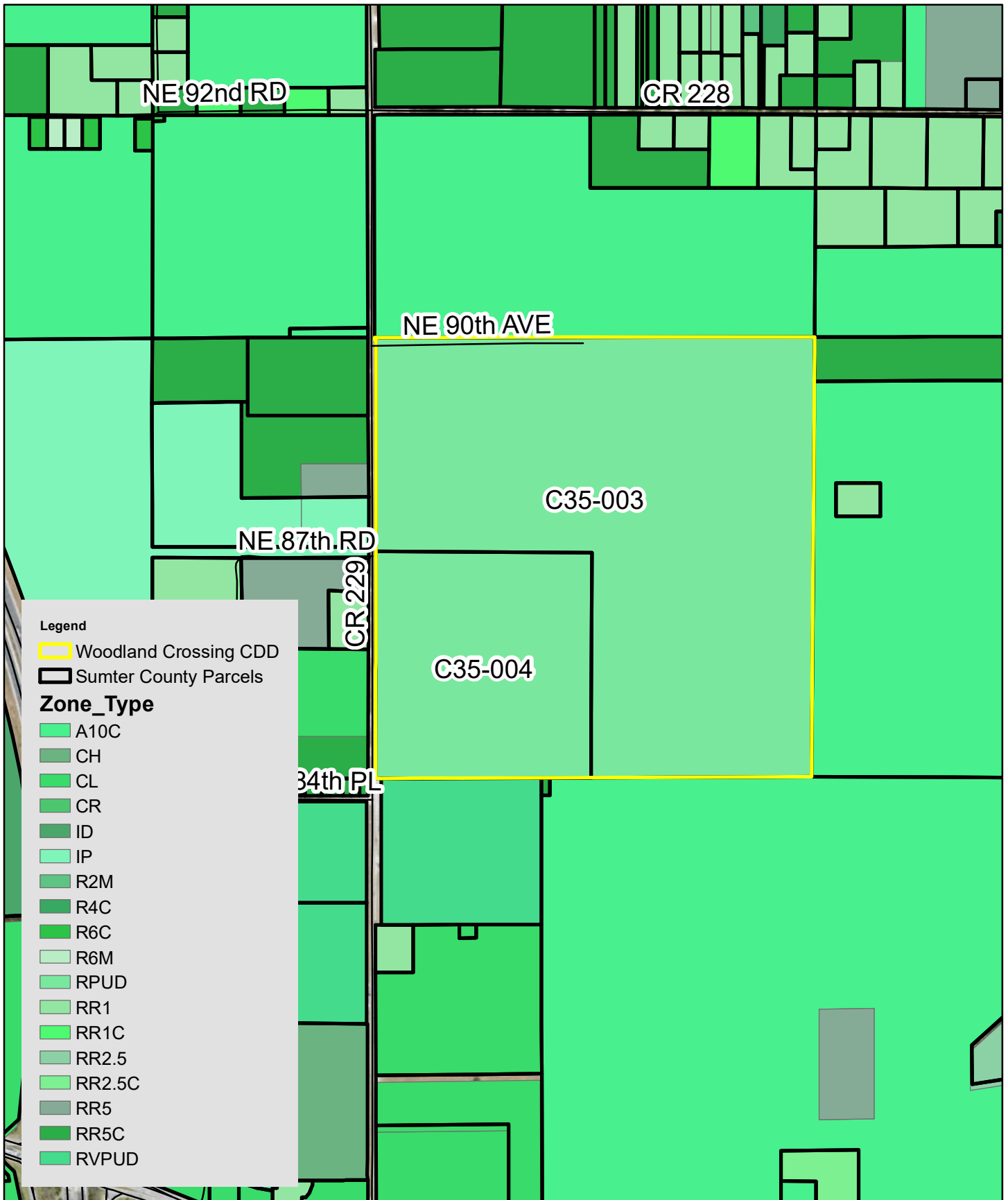
THE EAST 1/2 OF THE NW 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. LESS THAT PORTION CONVEYED TO SUMTER COUNTY, RECORDED IN O. R. BOOK 4170, PAGE 59, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA; THENCE, BEARING S 89°53'19" E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 25.31 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING N 89°53'19" E ALONG THE NORTH LINE OF SECTION 35, A DISTANCE OF 25.07 FEET TO A POINT; THENCE, BEARING S 00°11'35" E, A DISTANCE OF 469.68 FEET TO A POINT; THENCE, BEARING S 02°30'12" W, A DISTANCE OF 41.02 FEET TO A POINT; THENCE, BEARING S 00°22'12" E, A DISTANCE OF 194.61 FEET TO A POINT; THENCE, BEARING S 00°35'02" W, A DISTANCE OF 69.60 FEET TO A POINT; THENCE, BEARING S 00°06'22" W, A DISTANCE OF 88.35 FEET TO A POINT; THENCE, BEARING S 00°29'40" E, A DISTANCE OF 91.21 FEET TO A POINT; THENCE, BEARING S 00°51'07" E, A DISTANCE OF 105.02 FEET TO A POINT; THENCE, BEARING S 00°01'53" E, A DISTANCE OF 75.49 FEET TO A POINT; THENCE, BEARING N 90°00'00" E, A DISTANCE OF 3.13 FEET TO A POINT; THENCE, BEARING S 00°03'15" E, A DISTANCE OF 181.19 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE, BEARING S 89°54'18" W ALONG SAID SOUTH LINE, A DISTANCE OF 35.41 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 THENCE, BEARING N 01°02'24" W ALONG SAID EAST LINE, A DISTANCE OF 14.85 FEET TO A POINT; THENCE, BEARING N 00°37'31" W ALONG SAID EAST LINE, A DISTANCE OF 120.77 FEET TO A POINT; THENCE, BEARING N 00°10'54" E ALONG SAID EAST LINE, A DISTANCE OF 147.22 FEET TO A POINT; THENCE, BEARING N 00°19'39" E ALONG SAID EAST LINE, A DISTANCE OF 205.09 FEET TO A POINT; THENCE, BEARING N 00°05'32" E ALONG SAID EAST LINE, A DISTANCE OF 219.65 FEET TO A POINT; THENCE, BEARING N 00°02'14" E ALONG SAID EAST LINE, A DISTANCE OF 188.33 FEET TO A POINT; THENCE, BEARING N 00°32'09" E ALONG SAID EAST LINE, A DISTANCE OF 335.27 FEET TO A POINT; THENCE, BEARING N 01°29'23" E ALONG SAID EAST LINE, A DISTANCE OF 43.70 FEET TO A POINT; THENCE, BEARING N 00°27'07" W ALONG SAID EAST LINE, A DISTANCE OF 41.27 FEET TO THE POINT OF BEGINNING.



CONTAINING 154.69 ACRES MORE OR LESS

**EXHIBIT 2 - LEGAL DESCRIPTION
WOODLAND CROSSING CDD**























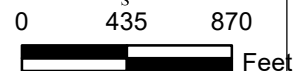
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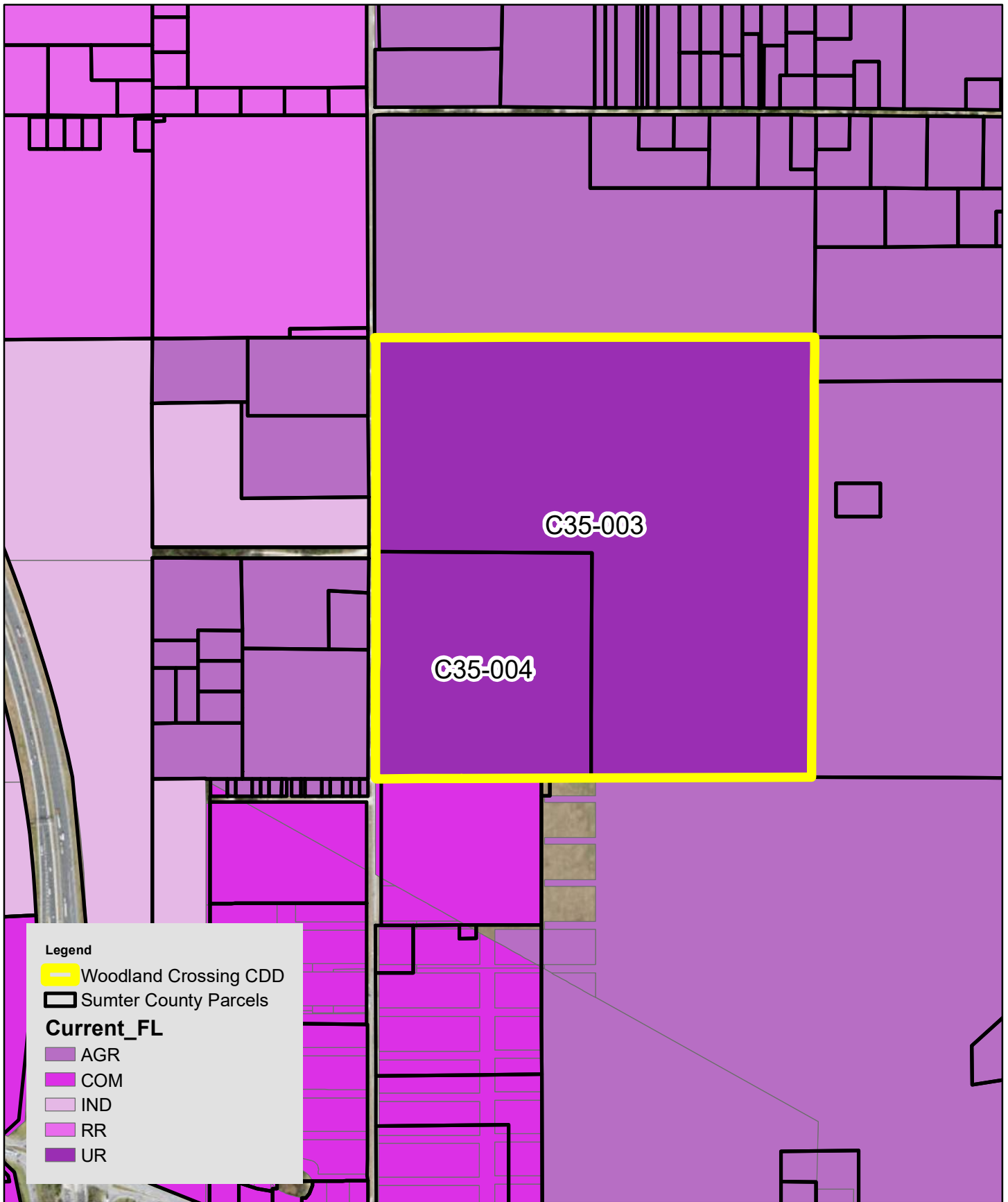
-  Woodland Crossing CDD
-  Sumter County Parcels

Zone_Type


-  A10C
-  CH
-  CL
-  CR
-  ID
-  IP
-  R2M
-  R4C
-  R6C
-  R6M
-  RPUD
-  RR1
-  RR1C
-  RR2.5
-  RR2.5C
-  RR5
-  RR5C
-  RVPUD

**EXHIBIT 4 - EXISTING LAND USE MAP
WOODLAND CROSSING CDD**





Legend

 Woodland Crossing CDD

 Sumter County Parcels

Current_FL

 AGR

 COM

 IND

 RR

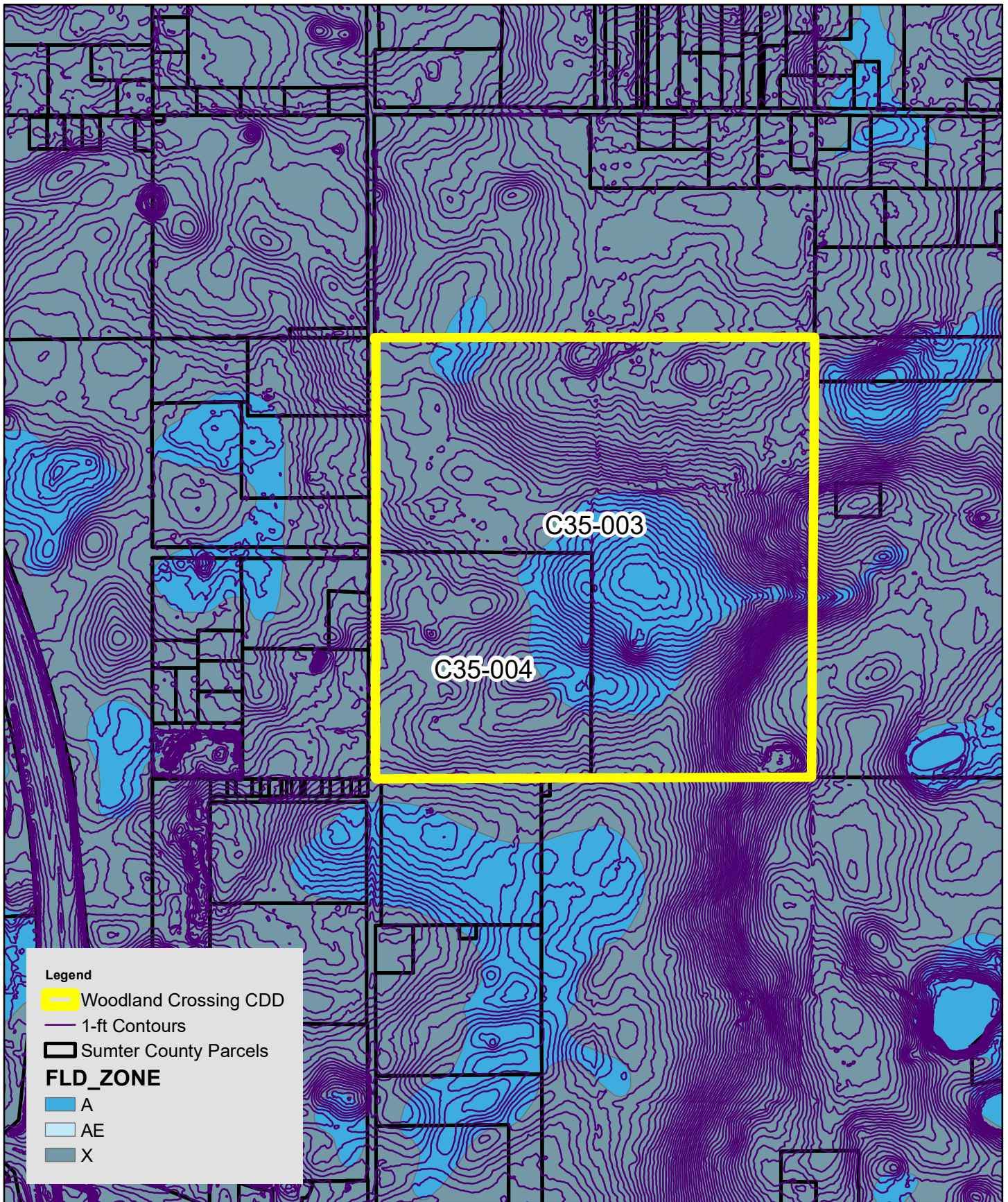
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**EXHIBIT 5 - FUTURE LAND USE MAP
WOODLAND CROSSING CDD**



0 430 860

 Feet



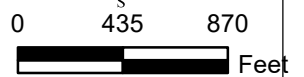
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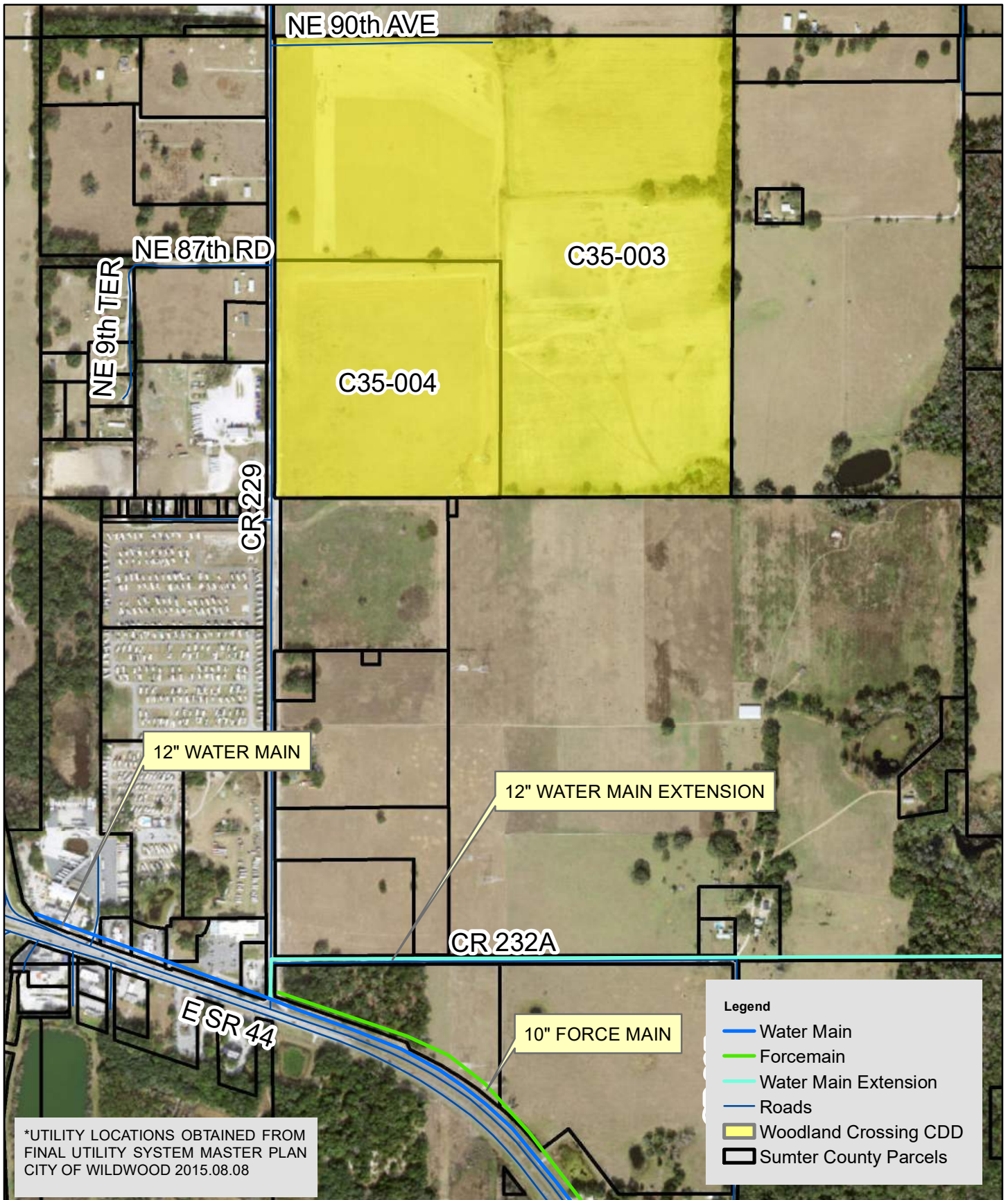
- Woodland Crossing CDD
- 1-ft Contours
- Sumter County Parcels

FLD_ZONE

- A
- AE
- X

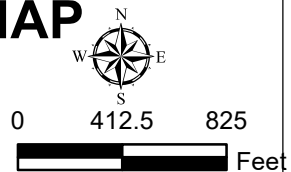
COMPOSITE EXHIBIT 6 - DRAINAGE MAP WOODLAND CROSSING CDD





*UTILITY LOCATIONS OBTAINED FROM
FINAL UTILITY SYSTEM MASTER PLAN
CITY OF WILDWOOD 2015.08.08

COMPOSITE EXHIBIT 6 - UTILITIES MAP WOODLAND CROSSING CDD



Composite Exhibit 7

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Wildwood	District Bonds	City of Wildwood
Street Lighting	District	SECO	Developer	SECO
Road Construction	District	District	District Bonds	District
Offsite Improvements	District	Sumter County	District Bonds	Sumter County
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

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

COMPOSITE EXHIBIT 7 COST ESTIMATE			
INFRASTRUCTURE	PHASE 1	PHASE 2	TOTAL
	332 LOTS	200 LOTS	532 LOTS
	2025-2026	2026-2027	
Offsite Improvements (1)(5)(7)(10)	\$1,195,000.00	\$545,000.00	\$ 1,740,000.00
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$ 3,927,000.00	\$ 438,000.00	\$ 4,365,000.00
Earthwork	\$1,965,000.00	\$128,000.00	
Storm Utilities	\$1,578,000.00	\$179,000.00	
Grassing	\$384,000.00	\$131,000.00	
Utilities (Water & Sewer) (1)(5)(7)(9)(10)	\$ 3,511,000.00	\$ 1,462,000.00	\$ 4,973,000.00
Water	\$1,275,000.00	\$768,000.00	
Gravity Sewer	\$1,520,000.00	\$694,000.00	
Lift Station & Force Mains	\$716,000.00		
Electrical (1)(5)(7)(9)(10)	\$ 1,383,000.00	\$ 834,000.00	\$ 2,217,000.00
Electrical Distribution (Underground conduits only)	\$1,383,000.00	\$834,000.00	
Roadway (1)(4)(5)(7)(10)	\$2,258,000.00	\$1,363,000.00	\$ 3,621,000.00
General Condition (1)(7)(8)(10)	\$135,000.00	\$136,000.00	\$ 271,000.00
Parks, Amenities, and Open Spaces (1)(7)(10)	\$1,500,000.00	\$0.00	\$ 1,500,000.00
SUBTOTAL CONSTRUCTION	\$ 13,909,000.00	\$ 4,778,000.00	\$ 18,687,000.00
General Consulting (Engr & Legal) @ 10%	\$ 1,390,900.00	\$ 477,800.00	\$ 1,868,700.00
Contingency @ 10%	\$ 1,529,990.00	\$ 525,580.00	\$ 2,055,570.00
TOTAL	\$ 16,829,890.00	\$ 5,781,380.00	\$ 22,611,270.00

Notes:

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

SECTION 2

**MASTER
ASSESSMENT METHODOLOGY

FOR
WOODLAND CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

Date: June 11, 2024

Prepared by

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



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GMS-CF, LLC does not represent the Woodland Crossing 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 Woodland Crossing Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Woodland Crossing 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 \$30,880,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Engineer’s Report dated June 5, 2024 prepared by Dewberry Engineers Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

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

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

1.2 Background

The District currently includes approximately 154.69 acres within unincorporated Sumter County, Florida. The development program currently envisions approximately 532 units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the

Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$22,611,270. 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 \$30,880,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Clayton Properties Group, Inc. or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$30,880,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$30,880,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development; these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$22,611,270. 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 \$30,880,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

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

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

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 532 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. There are *two* residential product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities, and services for its residents. These include offsite

improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

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

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

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

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

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
 WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 50'	364	364	1.00	364.00
Single Family 60'	168	168	1.20	201.60
Total Units	532	532		565.60

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' 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
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 1,740,000
Stormwater Management	\$ 4,365,000
Utilities (Water, Sewer, & Reuse)	\$ 4,973,000
Electrical	\$ 2,217,000
Roadway	\$ 3,621,000
General Condition	\$ 271,000
Parks, Amenities, and Open Spaces	\$ 1,500,000
General Consulting	\$ 1,868,700
Contingency	\$ 2,055,570
	\$ 22,611,270

(1) A detailed description of these improvements is provided in the Engineer's Report dated June 5, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 22,611,270
Debt Service Reserve	\$ 2,614,648
Capitalized Interest	\$ 4,632,000
Underwriters Discount	\$ 617,600
Cost of Issuance	\$ 400,000
Rounding	\$ 4,482
Par Amount*	\$ 30,880,000

Bond Assumptions:

Average Coupon	7.50%
Amortization	30 years
Capitalized Interest	24 Months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family 50'	364	1.0	364	64.36%	\$ 14,551,807	\$ 39,977
Single Family 60'	168	1.2	202	35.64%	\$ 8,059,463	\$ 47,973
Totals	532		566	100.00%	\$ 22,611,270	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Total Improvements		Allocation of Par	
		Costs Per Product	Type	Debt Per Product	Type
Single Family 50'	364	\$	14,551,807	\$	19,873,267
Single Family 60'	168	\$	8,059,463	\$	11,006,733
Totals	532	\$	22,611,270	\$	30,880,000

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 50	364	\$ 19,873,267	\$ 54,597	\$ 1,682,694	\$ 4,623	\$ 4,918
Single Family 60	168	\$ 11,006,733	\$ 65,516	\$ 931,954	\$ 5,547	\$ 5,901
Totals	532	\$ 30,880,000		\$ 2,614,648		

(1) This amount includes collection fees and early payment discounts when collected on the Sumter 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
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Domain Timberlake Multistate LLC	Woodland Crossing CDD	154.69	\$ 199,625	\$ 30,880,000	\$ 2,614,648	\$ 2,781,540
Totals		154.69		\$ 30,880,000	\$ 2,614,648	\$ 2,781,540

(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 (%)	7.50%
Maximum Annual Debt Service	\$2,614,648

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

WOODLAND CROSSING
WILDWOOD, SUMTER COUNTY, FLORIDA
LEGAL DESCRIPTIONS
03-20-2024

SAMMIE EDMOND ALBRITTON PARCEL

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR COUNTY ROAD 229 ACROSS THE WEST SIDE THEREOF, A PORTION OF WHICH IS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 4170, PAGE 65, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

GATTIS ALBRITTON PARCEL

THE EAST 1/2 OF THE NW 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. LESS THAT PORTION CONVEYED TO SUMTER COUNTY, RECORDED IN O. R. BOOK 4170, PAGE 59, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA; THENCE, BEARING S 89°53'19" E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 25.31 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING N 89°53'19" E ALONG THE NORTH LINE OF SECTION 35, A DISTANCE OF 25.07 FEET TO A POINT; THENCE, BEARING S 00°11'35" E, A DISTANCE OF 469.68 FEET TO A POINT; THENCE, BEARING S 02°30'12" W, A DISTANCE OF 41.02 FEET TO A POINT; THENCE, BEARING S 00°22'12" E, A DISTANCE OF 194.61 FEET TO A POINT; THENCE, BEARING S 00°35'02" W, A DISTANCE OF 69.60 FEET TO A POINT; THENCE, BEARING S 00°06'22" W, A DISTANCE OF 88.35 FEET TO A POINT; THENCE, BEARING S 00°29'40" E, A DISTANCE OF 91.21 FEET TO A POINT; THENCE, BEARING S 00°51'07" E, A DISTANCE OF 105.02 FEET TO A POINT; THENCE, BEARING S 00°01'53" E, A DISTANCE OF 75.49 FEET TO A POINT; THENCE, BEARING N 90°00'00" E, A DISTANCE OF 3.13 FEET TO A POINT; THENCE, BEARING S 00°03'15" E, A DISTANCE OF 181.19 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE, BEARING S 89°54'18" W ALONG SAID SOUTH LINE, A DISTANCE OF 35.41 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 THENCE, BEARING N 01°02'24" W ALONG SAID EAST LINE, A DISTANCE OF 14.85 FEET TO A POINT; THENCE, BEARING N 00°37'31" W ALONG SAID EAST LINE, A DISTANCE OF 120.77 FEET TO A POINT; THENCE, BEARING N 00°10'54" E ALONG SAID EAST LINE, A DISTANCE OF 147.22 FEET TO A POINT; THENCE, BEARING N 00°19'39" E ALONG SAID EAST LINE, A DISTANCE OF 205.09 FEET TO A POINT; THENCE, BEARING N 00°05'32" E ALONG SAID EAST LINE, A DISTANCE OF 219.65 FEET TO A POINT; THENCE, BEARING N 00°02'14" E ALONG SAID EAST LINE, A DISTANCE OF 188.33 FEET TO A POINT; THENCE, BEARING N 00°32'09" E ALONG SAID EAST LINE, A DISTANCE OF 335.27 FEET TO A POINT; THENCE, BEARING N 01°29'23" E ALONG SAID EAST LINE, A DISTANCE OF 43.70 FEET TO A POINT; THENCE, BEARING N 00°27'07" W ALONG SAID EAST LINE, A DISTANCE OF 41.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 154.69 ACRES MORE OR LESS

**EXHIBIT 2 - LEGAL DESCRIPTION
WOODLAND CROSSING CDD**



SECTION 3

RESOLUTION 2024-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT’S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Woodland Crossing Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the “Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management

facilities; roadways; water and wastewater facilities; off-site improvements; electrical utilities (street lighting); recreational amenities; and other infrastructure projects and services necessitated by the development of, and serving lands within, the District, together the “Capital Improvements.”

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Capital Improvements, the nature and location of which is described in the *Woodland Crossings Community Development District Engineer’s Report*, dated June 5, 2024 (the “Engineer’s Report”) (attached as **Exhibit A** hereto and incorporated herein by this reference), and which plans and specifications are on file at the office of the District Manager c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“District Records Offices”); (ii) the cost of such Capital Improvements be assessed against the lands specially benefited by such Capital Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Capital Improvements, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Capital Improvements which are to be assessed against the benefitted properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “Bonds”).

(g) By Resolution 2024-28, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Capital Improvements prior to the collection of such Assessments. Resolution 2024-28 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2024-28, Resolution 2024-28 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2024-28, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2024-28, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein

may appear before the Board and be heard as to (1) the propriety and advisability of making the infrastructure improvements, including the Capital Improvements, (2) the cost thereof, (3) the manner of payment therefore, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On July 25, 2024, at the time and place specified in Resolution 2024-28 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications to the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Capital Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

- i. that the estimated costs of the Capital Improvements is as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and
- ii. it is reasonable, proper, just and right to assess the cost of such Capital Improvements against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Methodology Report*, dated June 11, 2024 (the "Assessment Report," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such **Exhibit B** (the "Assessments"); and
- iii. the Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds;
- iv. it is hereby declared that the Capital Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**;
- v. that the costs of the Capital Improvements are fairly and reasonably apportioned to the properties specifically benefitted as set forth in **Exhibit B**;
- vi. it is in the best interests of the District that the Assessments be paid and collected as herein provided; and
- vii. it is reasonable, proper, just and right for the District to utilize the true-up

mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due;

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Capital Improvements initially described in Resolution No. 2024-28, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF CAPITAL IMPROVEMENTS. The total estimated costs of the Capital Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Capital Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B** attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the “Improvement Lien Book.” The Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Capital Improvements project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Capital Improvements, as finally determined upon completion

thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Capital Improvements and the adoption by the Board of a resolution accepting the Capital Improvements, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Capital Improvements costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Capital Improvements have been completed and a resolution accepting the Capital Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Polk County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report, attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the "True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with landowner and/or developer that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed

by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific consent thereto. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Polk County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

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

SECTION 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 25th day of July 2024.

Attest:

**WOODLAND CROSSING COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: *Woodland Crossing Community Development District Engineer’s Report*, dated June 5, 2024

Exhibit B: *Master Special Assessment Methodology Report*, dated June 11, 2024

REFERENCE NO. 50167485

.....

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT

Engineer's Report

JUNE 05, 2024



ORIGINAL

SUBMITTED BY
Dewberry Engineers Inc.
800 North Magnolia Avenue
Orlando, Florida 32803
407.843.5120

SUBMITTED TO
Woodland Crossing
Community Development District
219 East Livingston Street
Orlando, Florida 32801
407.841.5524

Engineer's Report

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1. Introduction

Woodland Crossing Community Development District (the “District” or “CDD”) is located entirely within unincorporated Sumter County (“County”), Florida. It is generally located along County Road 229, south of County Road 228, and north of State Road 44. The District contains approximately 154.69 acres and will consist of 532 residential lots with recreation/amenity areas, parks, and associated infrastructure for the development.

The CDD was established under the County’s ordinance O-24-06788, which was approved by the Sumter County Board of County Commissioners on 05-28-2024. The District will own and operate the public roadways and stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development.

The master developer (“Developer”) is Clayton Properties Group, Inc., which Florida division is based in Lakeland, Florida. The development is approved as a Planned Development (“PD”) for residential units to be constructed in two (2) phases over an estimated three (3) year period. A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City of Wildwood (the “City”), the County, Southwest Florida Water Management District (“SWFWMD”), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Exhibit 7 of this report.

The Capital Improvement Plan (“CIP”) set forth in this Engineer’s Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented.

Table 1.1 Land Use Summary

LAND USE SUMMARY	
LAND USE	DISTRICT AREA (AC)
Master Stormwater System	21.18
Residential Land (Single-Family Lots)	84.84
Roadways Infrastructure & Public Facilities	25.91
Open Space/Conservation Areas/Parks	22.76
TOTAL	154.69

Table 1.2 Lot Types

LOT TYPE SUMMARY	
LOT WIDTH	NUMBER OF LOTS
Phase 1	
50x110-ft Single Family	45
50x120-ft Single Family	319
60x120-ft Single Family	168
TOTAL	532

Implementation of any proposed facilities or improvements outlined in this Report requires written approval from the District's Board of Supervisors. Estimated costs outlined in this report are based on the best available information, which includes but is not limited to previous experience with similar projects. Actual costs could be different than estimates as final engineering and specific field conditions may affect construction costs.

All roadway improvements including sidewalks in the right-of-way and storm drainage collection systems (from the curb inlets to their connection to the stormwater ponds) within the development will be maintained by the District. Water distribution and wastewater collection systems (gravity lines, force mains, and lift stations) will be dedicated to the City of Wildwood for ownership and maintenance upon completion.

2. Purpose and Scope

The purpose of this Report is to provide engineering support for the funding of the proposed improvements within the District. This report identifies the proposed public infrastructure to be constructed or acquired by the District along with an Opinion of Probable Construction Costs. The District will finance, construct, acquire, operate, and maintain all or specific portions of the proposed public infrastructure.

The predominant portion of this report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Detailed site construction plans and specifications have been completed and permitted for the improvements described herein. The engineer has considered and, in specific instances, has relied upon the information and documentation prepared or supplied by others to prepare this Engineer's Report.

3. The Development

The development will consist of 532 single-family residential units, and associated infrastructure. The overall development is a planned residential community consisting of 154.69 acres located along County Road 229, south of County Road 228, and north of State Road 44. It is located in unincorporated Sumter County. The zoning for the development is Residential Planned Unit Development. The future land use of the development is Urban Residential. The development will be constructed in two phases.

4. Capital Improvements

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadways built to an urban roadway typical section, water, and sewer facilities including three lift stations, and off-site improvements (including turn lanes and extension of water and sewer mains to serve the development).

Stormwater structures and conveyance culverts will be constructed within the CIP, which will outfall into the various on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP.

Installation of the water distribution and wastewater collection system (including lift stations) will also occur at this time. Below-ground installation of telecommunications and cable television will occur but will

not be funded by the District. The incremental cost of undergrounding power within the public rights-of-way or easements will be funded by the District.

As a part of the recreational component of the CIP, conservation areas will serve as passive parks within the development that are available to the public for utilization of the facilities. The recreational areas will have connectivity via sidewalks to the other portions of the District. The recreational areas will be open to the public and accessible by public roadways and sidewalks.

5. Capital Improvement Plan Components

The CIP for the District includes the following:

5.1 Stormwater Management Facilities

Stormwater management facilities consisting of storm conveyance systems and retention/detention ponds are contained within the District boundaries. Stormwater will be discharged via roadway curb and gutter and storm inlets. Storm culverts convey the runoff into the proposed retention ponds for water quality treatment and attenuation. The proposed stormwater systems will utilize dry retention and wet retention for biological pollutant assimilation to achieve water quality treatment. The design criteria for the District's stormwater treatment systems are regulated by the City, County, and SWFWMD.

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel Number 12105C0390G, dated December 22, 2016, demonstrates that the property is located within Flood Zone X. Based on this information and the site topography, it appears that 100-year compensation will be located in areas where existing depressions will be impacted throughout the development and the 100-year flood volumes will be compensated as it is required by the County and FEMA.

During the construction of stormwater management facilities, utilities, and roadway improvements, the contractor will be required to adhere to a Stormwater Pollution Prevention Plan (SWPPP) as required by the Florida Department of Environmental Protection (FDEP) as delegated by the Environmental Protection Agency (EPA). The SWPPP will be prepared to depict the proposed recommended locations of required erosion control measures and staked turbidity barriers specifically along the downgradient side of any proposed construction activity. The site contractor will be required to provide the necessary reports as required by the National Pollutant Discharge Elimination System (NPDES) General Permit with erosion control, its maintenance, and any rainfall events that occur during construction activity.

5.2 Public Roadways

The proposed public roadway sections include a 24-foot roadway consisting of asphalt and with Miami curbs or Type F curb and gutter on both sides along with a 50-foot right-of-way. The proposed roadway section will consist of stabilized subgrade, a lime rock, crushed concrete, or cement-treated base and asphalt type roadway wearing surface. The proposed curb is to be 2-feet wide and placed along the edge of the proposed roadway section for purposes of protecting the integrity of the pavement and to provide stormwater runoff conveyance to the proposed stormwater inlets.

The proposed roadways will also require signage and pavement markings within the public rights-of-way, as well as street signs depicting street name identifications, and addressing, which will be utilized by the residents and public. As stated above, the District will fund roadway construction for all public roadways.

5.3 Water and Wastewater Facilities

A potable drinking water system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be the City which will also own the facilities. The water system will be designed to provide an equally distributed system that provides redundancy to the system. These facilities will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed public rights-of-way, under

the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. Three lift stations are anticipated for this CIP. Flow from the lift stations shall be connected to a proposed force main that will pump to an existing force main that will connect to the City's or Sumter County's wastewater treatment facility. No water or sewer laterals will be placed within private lots or private property.

5.4 Off-Site Improvements

The District will provide funding for the anticipated turn lanes at the development entrances, which will be owned by Sumter County. Upon completion, the required inspections as well as final certifications of completions for the improvements will be obtained from the City, County, SWFWMD, and FDEP (water distribution and wastewater collection systems).

5.5 Amenities and Parks

The District will provide funding for an amenity center anticipated to include the following: parking areas, pavilion with restroom facilities, pool, all-purpose playfields, and walking trails to provide connectivity to the various amenity centers within the CDD. In addition, there will be passive parks throughout the development, which will include benches and walking trails. The amenities and parks will be available to the public.

5.6 Electric Utilities and Lighting

The electric distribution system through the District is currently planned to be underground. The District presently intends to fund and construct the incremental cost of undergrounding of the electric conduits, transformer/cabinet pads, and electric manholes required by SECO Energy ("SECO"). Electric facilities will be maintained by SECO after the dedication to the District, with SECO providing underground electrical service to the development.

5.7 Entry Feature

Landscaping, irrigation, entry features, and walls at the entrances and along the outside boundary of the development will be provided by the District. The development will not be gated. The irrigation system will use an irrigation well. The well and irrigation water mains for the development's various phases will be constructed and acquired by the CDD with District funds and operated and maintained by the CDD. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal roadways within the CDD. Perimeter fencing will be provided at the site entrances and perimeters, which will be funded, owned, and maintained by the CDD.

5.8 Miscellaneous

The stormwater improvements, landscaping and irrigation, recreational improvements, street lighting, and certain permits and professional fees as described in this report are being financed by the District to benefit all the developable real property within the District. The construction and maintenance of the proposed public improvements will benefit the development for the intended use as a single-family/residential planned development.

5.9 Permitting

Construction permits for the development are required and include the City, County, SWFWMD, FDEP.

Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District.

Table 5.1 Permit Status

PERMIT STATUS	
PERMITS/APPROVALS	PERMIT STATUS
Zoning Approval	Residential Planned Unit Development (RPUD)
Preliminary Plat	To Be Obtained
SWFWMD ERP	To Be Obtained
Construction Permits	To Be Obtained
FDEP Sanitary Sewer General Permit	To Be Obtained
FDEP Water Distribution General Permit	To Be Obtained
NOI	To Be Obtained

6. Recommendation

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

Items utilized in the Opinion of Probable Costs of this report are based upon the proposed plan infrastructure as shown on construction drawings incorporating specifications in the most current SWFWMD, Sumter County, and the City regulations.

7. Report Modification

During the development and implementation of the designed public infrastructure improvements, it may be necessary to make modifications and/or deviations to the plans. However, if such deviations and/or revisions do not change the overall primary objective of the plan for such improvements, then the cost differences would not materially affect the proposed construction cost estimates.

8. Summary and Conclusion

The improvements as outlined are necessary for the functional development of the CDD. The CDD is being designed in accordance with current government regulatory requirements. The development will serve its intended function provided the construction is in substantial compliance with the design. Construction of the development is based upon current development plans.

9. Engineer’s Certification

It is our professional opinion that the public infrastructure costs for the CIP provided in this report are reasonable to complete the construction of the public infrastructure improvements. Furthermore, the public infrastructure improvements will benefit and add value to lands within the District and the value is at least the same as the costs for said improvements. Assets will be purchased by the District at the lesser of fair market value or actual cost. All improvements financed by the District will be on land owned by, or subject to a permanent easement in favor of, the District or another governmental entity.

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County and the City. However, labor market, future costs of equipment, materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's

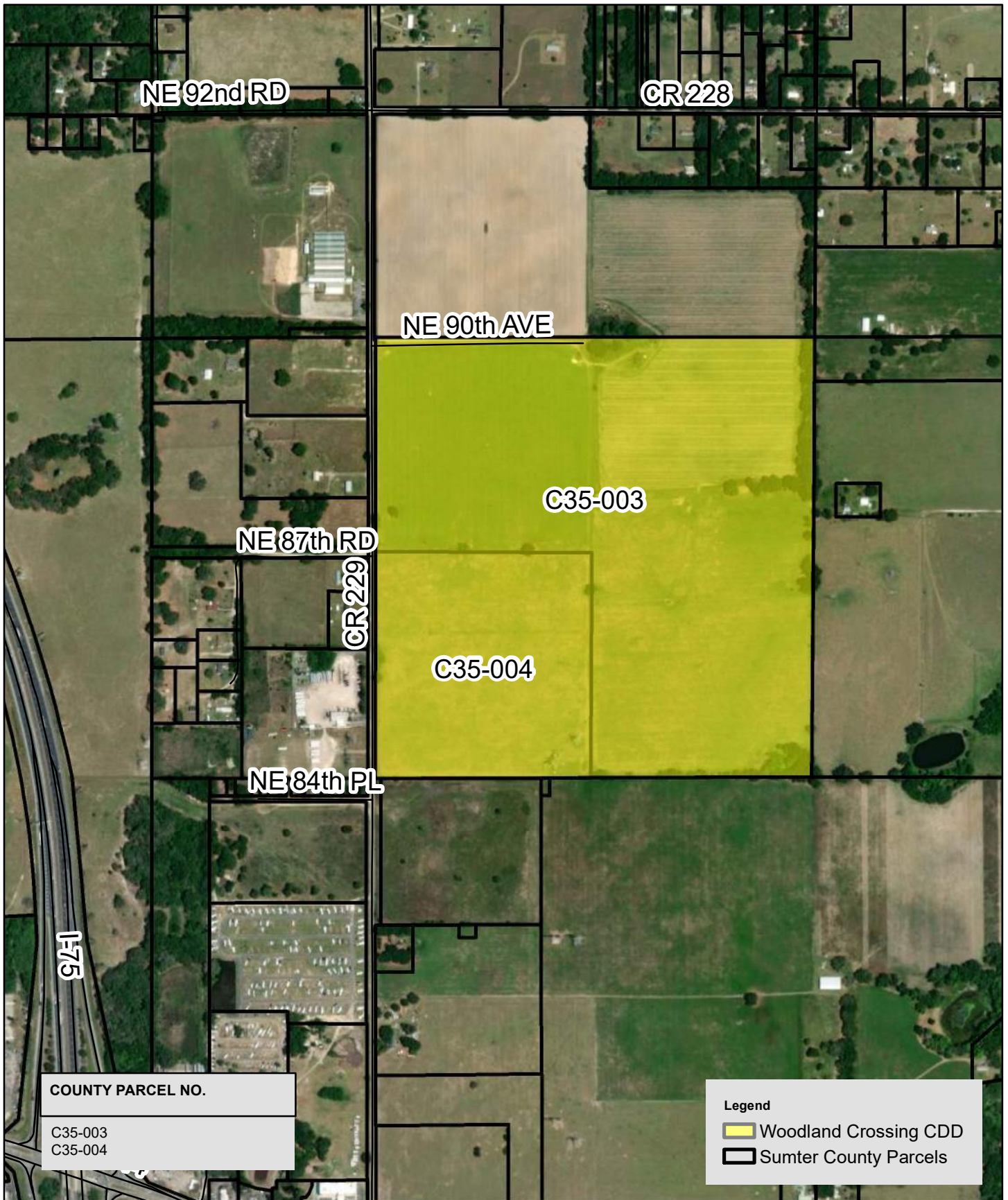
control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

Based upon the presumption that the CIP construction continues in a timely manner, it is our opinion that the costs of the CIP proposed represent a system of improvements benefitting all developable property located within the District, are fair and reasonable, and that the District-funded improvements are assessable improvements within the meaning of Chapter 190, F.S. We have no reason to believe that the CIP improvements cannot be constructed at the cost described in this report. We expect the improvements to be constructed or acquired by the District with bond proceeds, as indicated within this report. We believe that the District will be well served by the improvements discussed in this report.

I hereby certify that the foregoing is a true and correct copy of the engineer's report for the Woodland Crossing Community Development District.



Reinardo Malavé, P.E.
Florida License No. 31588

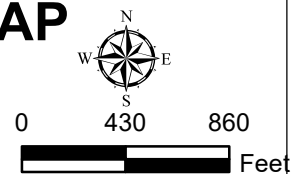


COUNTY PARCEL NO.
C35-003
C35-004

Legend

- Woodland Crossing CDD
- Sumter County Parcels

EXHIBIT 1 - GENERAL LOCATION MAP WOODLAND CROSSING CDD



WOODLAND CROSSING
WILDWOOD, SUMTER COUNTY, FLORIDA
LEGAL DESCRIPTIONS
03-20-2024

SAMMIE EDMOND ALBRITTON PARCEL

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR COUNTY ROAD 229 ACROSS THE WEST SIDE THEREOF, A PORTION OF WHICH IS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 4170, PAGE 65, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

GATTIS ALBRITTON PARCEL

THE EAST 1/2 OF THE NW 1/4 AND THE NW 1/4 OF THE NW 1/4 OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA. LESS THAT PORTION CONVEYED TO SUMTER COUNTY, RECORDED IN O. R. BOOK 4170, PAGE 59, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION, 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA; THENCE, BEARING S 89°53'19" E ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 25.31 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE, BEARING N 89°53'19" E ALONG THE NORTH LINE OF SECTION 35, A DISTANCE OF 25.07 FEET TO A POINT; THENCE, BEARING S 00°11'35" E, A DISTANCE OF 469.68 FEET TO A POINT; THENCE, BEARING S 02°30'12" W, A DISTANCE OF 41.02 FEET TO A POINT; THENCE, BEARING S 00°22'12" E, A DISTANCE OF 194.61 FEET TO A POINT; THENCE, BEARING S 00°35'02" W, A DISTANCE OF 69.60 FEET TO A POINT; THENCE, BEARING S 00°06'22" W, A DISTANCE OF 88.35 FEET TO A POINT; THENCE, BEARING S 00°29'40" E, A DISTANCE OF 91.21 FEET TO A POINT; THENCE, BEARING S 00°51'07" E, A DISTANCE OF 105.02 FEET TO A POINT; THENCE, BEARING S 00°01'53" E, A DISTANCE OF 75.49 FEET TO A POINT; THENCE, BEARING N 90°00'00" E, A DISTANCE OF 3.13 FEET TO A POINT; THENCE, BEARING S 00°03'15" E, A DISTANCE OF 181.19 FEET TO A POINT ON THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 35; THENCE, BEARING S 89°54'18" W ALONG SAID SOUTH LINE, A DISTANCE OF 35.41 FEET TO A POINT ON THE EAST MAINTAINED RIGHT-OF-WAY LINE OF CR 229 THENCE, BEARING N 01°02'24" W ALONG SAID EAST LINE, A DISTANCE OF 14.85 FEET TO A POINT; THENCE, BEARING N 00°37'31" W ALONG SAID EAST LINE, A DISTANCE OF 120.77 FEET TO A POINT; THENCE, BEARING N 00°10'54" E ALONG SAID EAST LINE, A DISTANCE OF 147.22 FEET TO A POINT; THENCE, BEARING N 00°19'39" E ALONG SAID EAST LINE, A DISTANCE OF 205.09 FEET TO A POINT; THENCE, BEARING N 00°05'32" E ALONG SAID EAST LINE, A DISTANCE OF 219.65 FEET TO A POINT; THENCE, BEARING N 00°02'14" E ALONG SAID EAST LINE, A DISTANCE OF 188.33 FEET TO A POINT; THENCE, BEARING N 00°32'09" E ALONG SAID EAST LINE, A DISTANCE OF 335.27 FEET TO A POINT; THENCE, BEARING N 01°29'23" E ALONG SAID EAST LINE, A DISTANCE OF 43.70 FEET TO A POINT; THENCE, BEARING N 00°27'07" W ALONG SAID EAST LINE, A DISTANCE OF 41.27 FEET TO THE POINT OF BEGINNING.

CONTAINING 154.69 ACRES MORE OR LESS

**EXHIBIT 2 - LEGAL DESCRIPTION
WOODLAND CROSSING CDD**



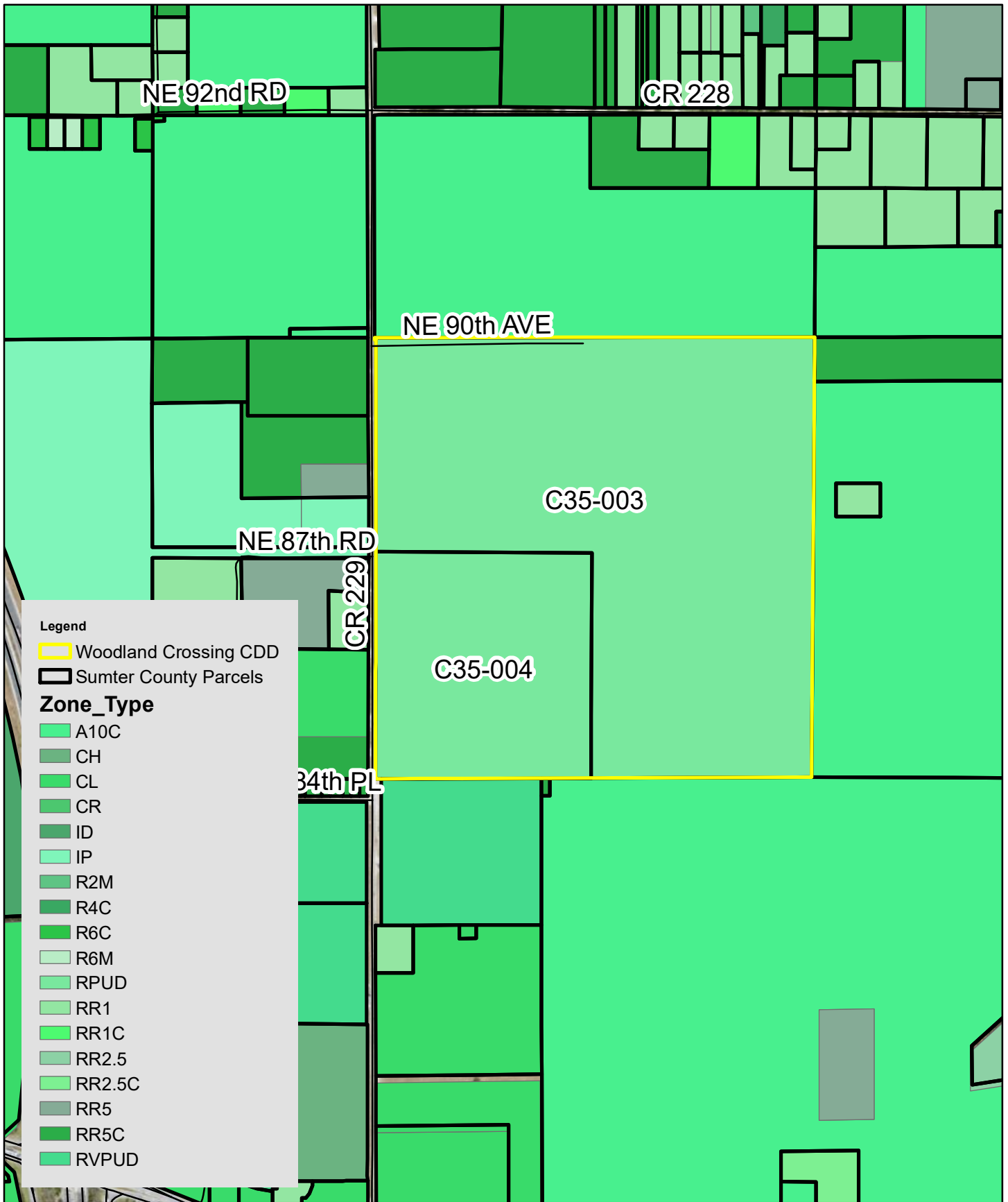
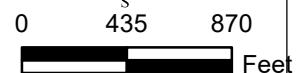
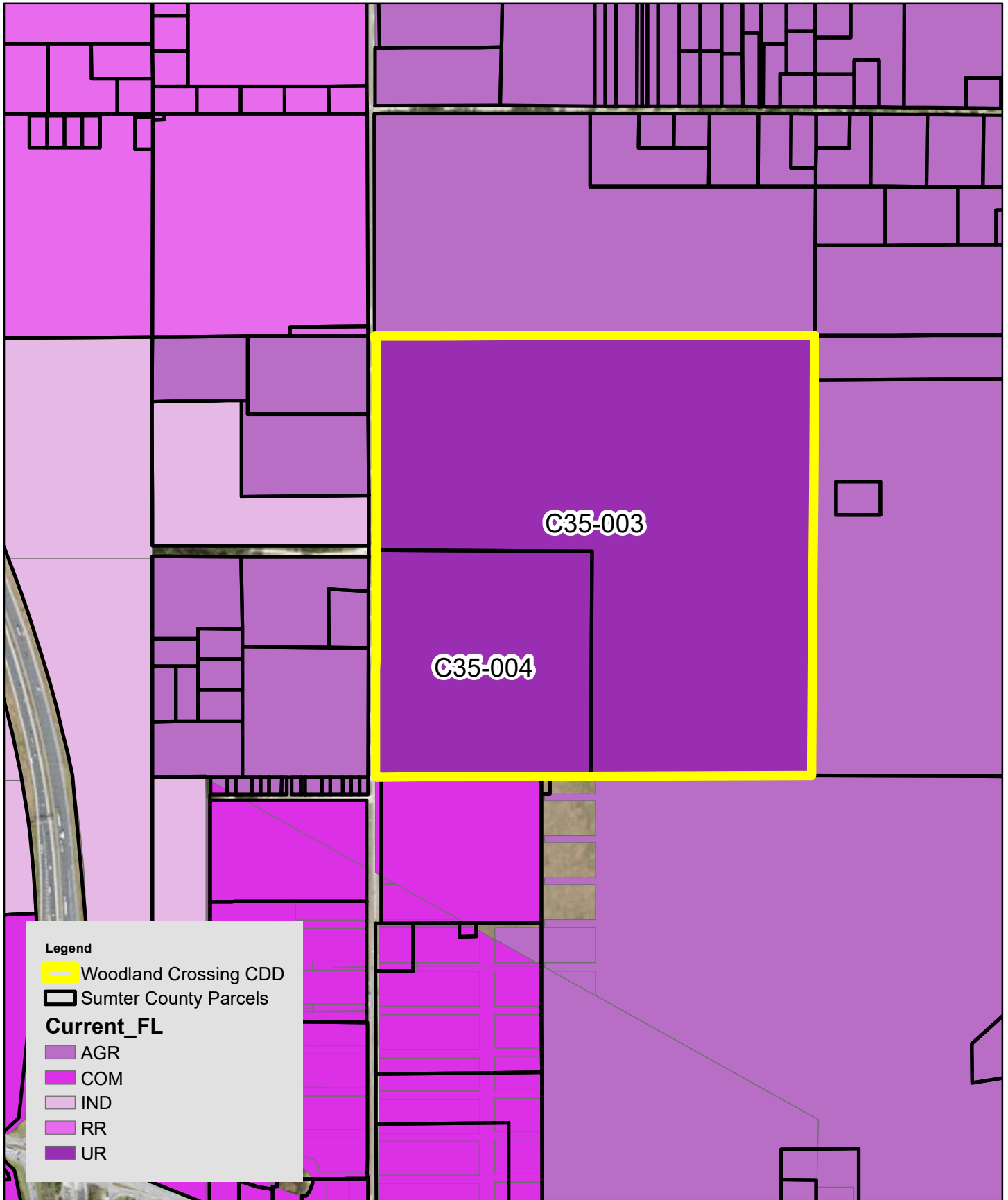




EXHIBIT 4 - EXISTING LAND USE MAP WOODLAND CROSSING CDD





Legend

-  Woodland Crossing CDD
-  Sumter County Parcels

Current_FL






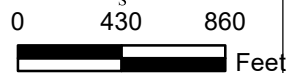
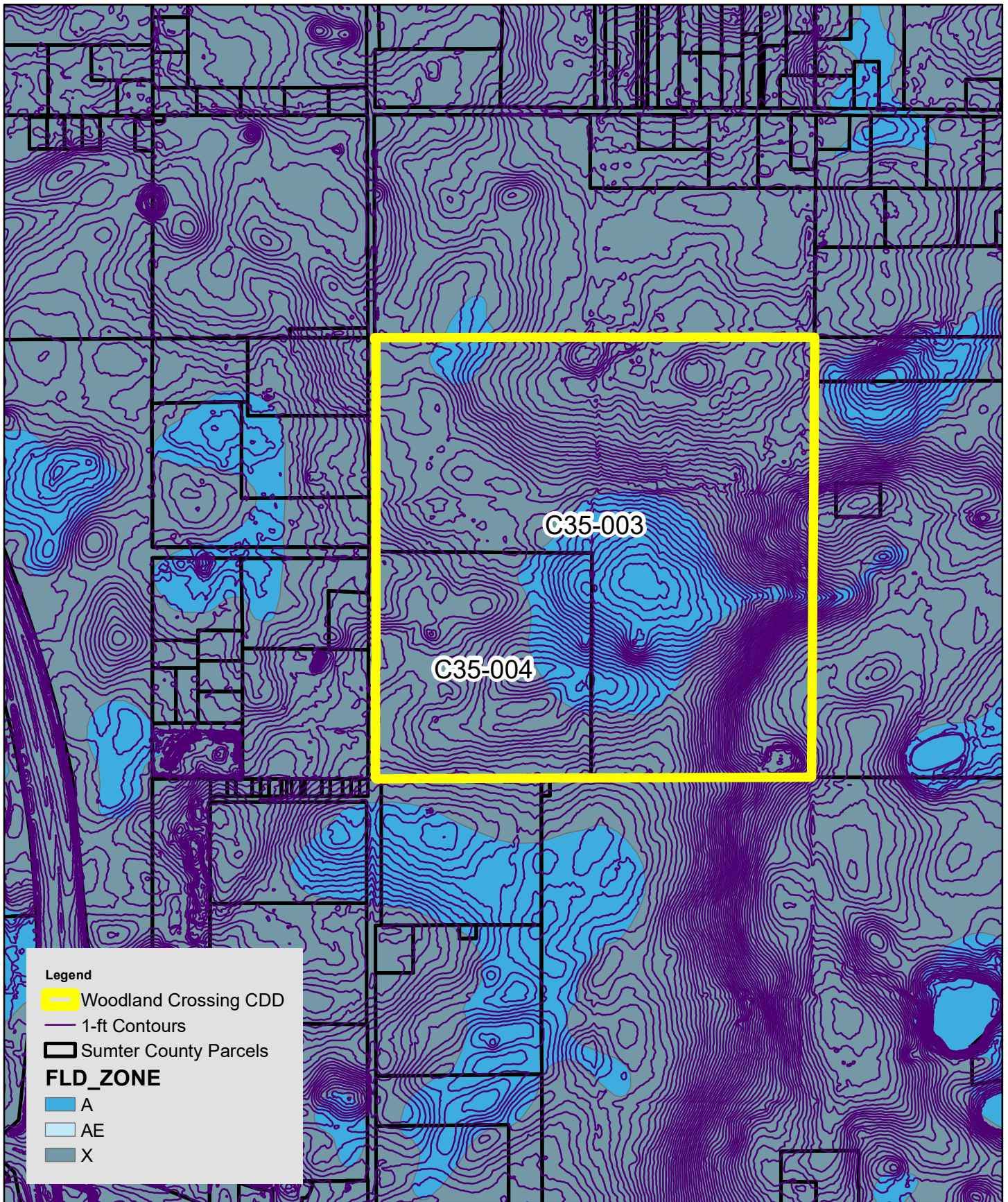

-  AGR
-  COM
-  IND
-  RR
-  UR

EXHIBIT 5 - FUTURE LAND USE MAP WOODLAND CROSSING CDD





Legend

 Woodland Crossing CDD

 1-ft Contours

 Sumter County Parcels

FLD_ZONE

 A

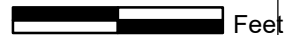
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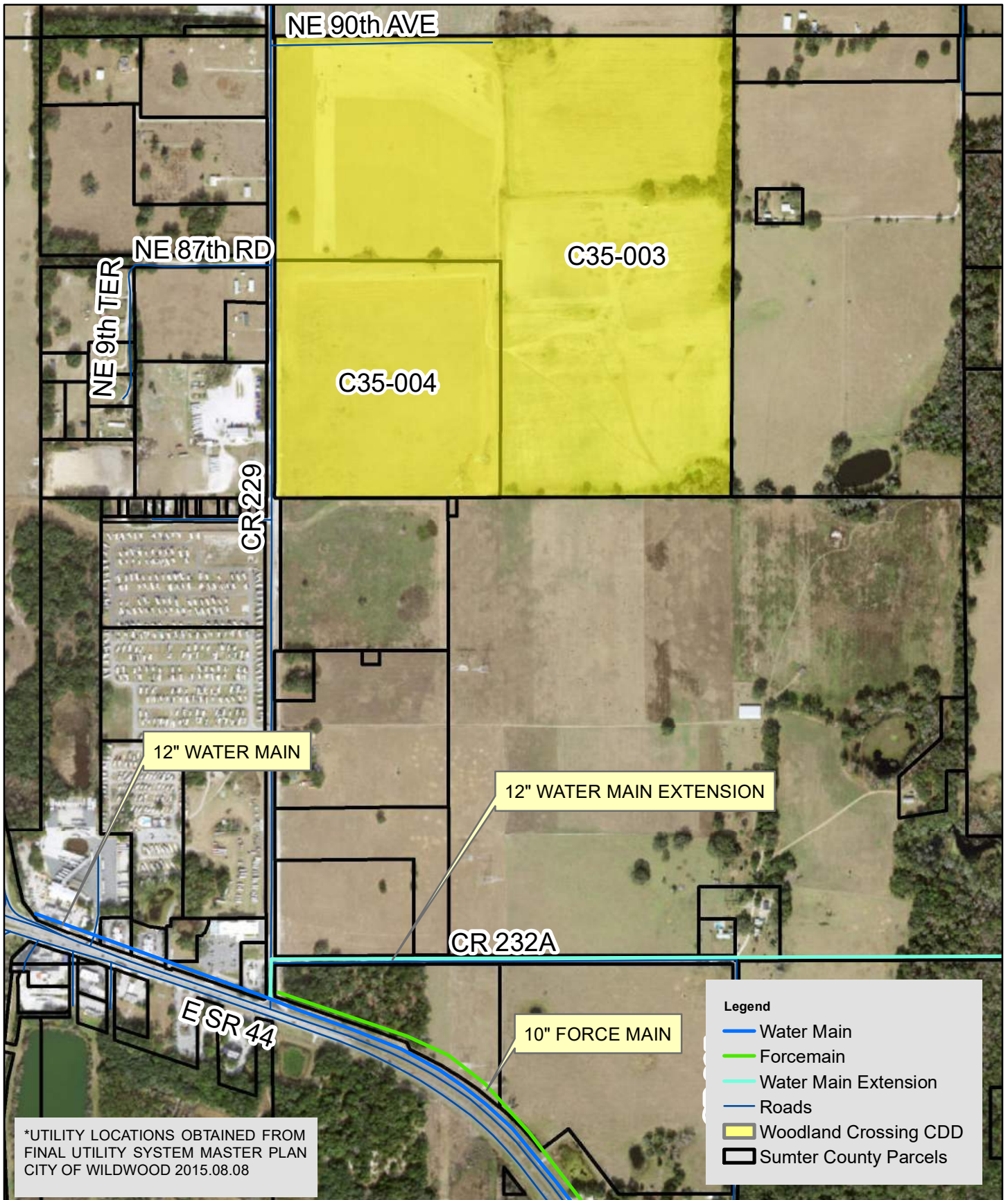
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**COMPOSITE EXHIBIT 6 - DRAINAGE MAP
WOODLAND CROSSING CDD**



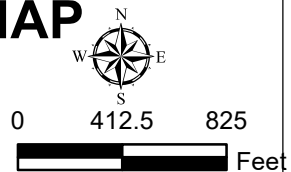
0 435 870

 Feet



*UTILITY LOCATIONS OBTAINED FROM
FINAL UTILITY SYSTEM MASTER PLAN
CITY OF WILDWOOD 2015.08.08

COMPOSITE EXHIBIT 6 - UTILITIES MAP WOODLAND CROSSING CDD



Composite Exhibit 7

SUMMARY OF PROPOSED DISTRICT FACILITIES				
DISTRICT INFRASTRUCTURE	CONSTRUCTION	OWNERSHIP	CAPITAL FINANCING	OPERATION AND MAINTENANCE
Stormwater Facilities	District	District	District Bonds	District
Lift Stations/Water/Sewer	District	City of Wildwood	District Bonds	City of Wildwood
Street Lighting	District	SECO	Developer	SECO
Road Construction	District	District	District Bonds	District
Offsite Improvements	District	Sumter County	District Bonds	Sumter County
Entry Feature & Signage	District	District	District Bonds	District
Recreation Facilities/Amenities	District	District	District Bonds	District

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

COMPOSITE EXHIBIT 7 COST ESTIMATE			
INFRASTRUCTURE	PHASE 1	PHASE 2	TOTAL
	332 LOTS	200 LOTS	532 LOTS
	2025-2026	2026-2027	
Offsite Improvements (1)(5)(7)(10)	\$1,195,000.00	\$545,000.00	\$ 1,740,000.00
Stormwater Management (1)(2)(3)(5)(6)(7)(10)	\$ 3,927,000.00	\$ 438,000.00	\$ 4,365,000.00
Earthwork	\$1,965,000.00	\$128,000.00	
Storm Utilities	\$1,578,000.00	\$179,000.00	
Grassing	\$384,000.00	\$131,000.00	
Utilities (Water & Sewer) (1)(5)(7)(9)(10)	\$ 3,511,000.00	\$ 1,462,000.00	\$ 4,973,000.00
Water	\$1,275,000.00	\$768,000.00	
Gravity Sewer	\$1,520,000.00	\$694,000.00	
Lift Station & Force Mains	\$716,000.00		
Electrical (1)(5)(7)(9)(10)	\$ 1,383,000.00	\$ 834,000.00	\$ 2,217,000.00
Electrical Distribution (Underground conduits only)	\$1,383,000.00	\$834,000.00	
Roadway (1)(4)(5)(7)(10)	\$2,258,000.00	\$1,363,000.00	\$ 3,621,000.00
General Condition (1)(7)(8)(10)	\$135,000.00	\$136,000.00	\$ 271,000.00
Parks, Amenities, and Open Spaces (1)(7)(10)	\$1,500,000.00	\$0.00	\$ 1,500,000.00
SUBTOTAL CONSTRUCTION	\$ 13,909,000.00	\$ 4,778,000.00	\$ 18,687,000.00
General Consulting (Engr & Legal) @ 10%	\$ 1,390,900.00	\$ 477,800.00	\$ 1,868,700.00
Contingency @ 10%	\$ 1,529,990.00	\$ 525,580.00	\$ 2,055,570.00
TOTAL	\$ 16,829,890.00	\$ 5,781,380.00	\$ 22,611,270.00

Notes:

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

**MASTER
ASSESSMENT METHODOLOGY

FOR
WOODLAND CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

Date: June 11, 2024

Prepared by

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



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GMS-CF, LLC does not represent the Woodland Crossing 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 Woodland Crossing Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Woodland Crossing 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 \$30,880,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Engineer’s Report dated June 5, 2024 prepared by Dewberry Engineers Inc. as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

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

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

1.2 Background

The District currently includes approximately 154.69 acres within unincorporated Sumter County, Florida. The development program currently envisions approximately 532 units (herein the “Development”). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the

Engineer's Report. Specifically, the District will construct and/or acquire certain offsite improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

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

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

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately \$22,611,270. 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 \$30,880,000. Additionally, funding required to complete the CIP which is not financed with Bonds will be funded by Clayton Properties Group, Inc. or a related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to \$30,880,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$30,880,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development; these construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost \$22,611,270. 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 \$30,880,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

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

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

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 532 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0

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

2.3 Allocation of Benefit

The CIP consists of offsite improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. There are *two* residential product types within the planned development. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities, and services for its residents. These include offsite

improvements, stormwater management facilities, utilities (water, sewer, & reuse), electrical, roadway, parks, amenities, and open spaces, general condition, general consulting, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

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

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

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

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

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit

debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute the liens across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family 50'	364	364	1.00	364.00
Single Family 60'	168	168	1.20	201.60
Total Units	532	532		565.60

(1) Benefit is allocated on an ERU basis; based on density of planned development, with a Single Family 50' 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
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Offsite Improvements	\$ 1,740,000
Stormwater Management	\$ 4,365,000
Utilities (Water, Sewer, & Reuse)	\$ 4,973,000
Electrical	\$ 2,217,000
Roadway	\$ 3,621,000
General Condition	\$ 271,000
Parks, Amenities, and Open Spaces	\$ 1,500,000
General Consulting	\$ 1,868,700
Contingency	\$ 2,055,570
	\$ 22,611,270

(1) A detailed description of these improvements is provided in the Engineer's Report dated June 5, 2024

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	Total
Construction Funds	\$ 22,611,270
Debt Service Reserve	\$ 2,614,648
Capitalized Interest	\$ 4,632,000
Underwriters Discount	\$ 617,600
Cost of Issuance	\$ 400,000
Rounding	\$ 4,482
Par Amount*	\$ 30,880,000

Bond Assumptions:

Average Coupon	7.50%
Amortization	30 years
Capitalized Interest	24 Months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements	
					Costs Per Product Type	Improvement Costs Per Unit
Single Family 50'	364	1.0	364	64.36%	\$ 14,551,807	\$ 39,977
Single Family 60'	168	1.2	202	35.64%	\$ 8,059,463	\$ 47,973
Totals	532		566	100.00%	\$ 22,611,270	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Total Improvements	Allocation of Par	Par Debt Per Unit
		Costs Per Product Type	Debt Per Product Type	
Single Family 50'	364	\$ 14,551,807	\$ 19,873,267	\$ 54,597
Single Family 60'	168	\$ 8,059,463	\$ 11,006,733	\$ 65,516
Totals	532	\$ 22,611,270	\$ 30,880,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family 50	364	\$ 19,873,267	\$ 54,597	\$ 1,682,694	\$ 4,623	\$ 4,918
Single Family 60	168	\$ 11,006,733	\$ 65,516	\$ 931,954	\$ 5,547	\$ 5,901
Totals	532	\$ 30,880,000		\$ 2,614,648		

(1) This amount includes collection fees and early payment discounts when collected on the Sumter 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
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Domain Timberlake Multistate LLC	Woodland Crossing CDD	154.69	\$ 199,625	\$ 30,880,000	\$ 2,614,648	\$ 2,781,540
Totals		154.69		\$ 30,880,000	\$ 2,614,648	\$ 2,781,540

(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 (%)	7.50%
Maximum Annual Debt Service	\$2,614,648

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

WOODLAND CROSSING
WILDWOOD, SUMTER COUNTY, FLORIDA
LEGAL DESCRIPTIONS
03-20-2024

SAMMIE EDMOND ALBRITTON PARCEL

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR COUNTY ROAD 229 ACROSS THE WEST SIDE THEREOF, A PORTION OF WHICH IS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 4170, PAGE 65, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

GATTIS ALBRITTON PARCEL

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CONTAINING 154.69 ACRES MORE OR LESS

**EXHIBIT 2 - LEGAL DESCRIPTION
WOODLAND CROSSING CDD**



SECTION 4

This instrument was prepared by:

Roy Van Wyk, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

**WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF MASTER SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(Master Debt Assessments)**

PLEASE TAKE NOTICE that the Board of Supervisors of the Woodland Crossing Community Development District (“**District**”) in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2024-28 and 2024-36 (together, “**Master Assessment Resolutions**”). The Master Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) (“**Master Assessments**”), which are levied on the property described in **Exhibit A** (“**Master Assessment Area**”) and are intended to secure the District’s repayment of debt service on future special assessment bonds (“**Master Bonds**”). Such Master Bonds are intended to finance all or a portion of the District’s capital improvement plan, which is defined in the Master Assessment Resolutions and described in the District’s *Engineer’s Report*, dated June 5, 2024, as may be amended or supplemented from time to time (“**Master Engineer’s Report**”). The Master Assessments are further described in the *Master Special Assessment Methodology*, dated June 11, 2024 (“**Master Assessment Report**”).

A copy of the Master Engineer’s Report, Master Assessment Report and Master Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Manager by mail at c/o Governmental Management Services Central Florida, LLC, 219 E. Livingston St. Orlando, Florida 32801, or by phone at (407) 841-5524.

The Master Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Please note that, as part of the Master Assessments, the Master Assessment Resolutions require that certain “True-Up Payments” be made in certain circumstances, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens.

The District is a special purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. This notice shall remain effective even if the District undergoes merger, boundary amendment, or name change. Further, this notice shall constitute a lien of record under Florida law, including but not limited to Chapter 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL**

GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Notice shall be effective as of the ___ day of July 2024 and shall be recorded in the Public Records of Osceola County, Florida.

WITNESSES

**WOODLAND CROSSING
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: Chairperson

By: _____
Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of July 2024, by _____, as Chairperson of the **Woodland Crossing Community Development District**, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

EXHIBIT A

Legal Description of Master Assessment Area (District Boundaries)

SAMMIE EDMOND ALBRITTON PARCEL (Parcel ID C35-004)

THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 18 SOUTH, RANGE 22 EAST, SUMTER COUNTY, FLORIDA.

LESS AND EXCEPT ROAD RIGHT OF WAY FOR COUNTY ROAD 229 ACROSS THE WEST SIDE THEREOF, A PORTION OF WHICH IS DESCRIBED IN RIGHT-OF-WAY DEED RECORDED IN O.R. BOOK 4170, PAGE 65, PUBLIC RECORDS OF SUMTER COUNTY, FLORIDA.

GATTIS ALBRITTON PARCEL (Parcel ID C35-003)

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CONTAINING 154.69 ACRES MORE OR LESS

SECTION B

SECTION 1

RESOLUTION 2024-37

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

WHEREAS, the Woodland Crossing Community Development District (“District”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

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

WHEREAS, the Board has previously adopted a resolution declaring the intent to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, over certain lands within the District as described therein; and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District’s intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Sumter County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, where public and landowners were allowed to give testimony regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes*, for special assessments, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

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

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

SECTION 2. The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Sumter 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 25th day of July 2024.

ATTEST:

**WOODLAND CROSSING
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Legal Description of Woodland Crossing Community Development District

EXHIBIT A

Legal Description of Woodland Crossing Community Development District

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CONTAINING 154.69 ACRES MORE OR LESS

SECTION C

SECTION 1

RESOLUTION 2024-38

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

WHEREAS, the Woodland Crossing 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 unincorporated Sumter County, Florida; and

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WOODLAND CROSSING 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 25th day of July 2024.

ATTEST:

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

Exhibit A
Rules of Procedure

RULES OF PROCEDURE
WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT
EFFECTIVE AS OF JULY 25, 2024

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Rule 1.0 General.

- (1) The Woodland Crossing Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

- (1) Board of Supervisors. The Board of Supervisors of the District (“Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board’s Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

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

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

- (2) Public Records. District public records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed

as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

- (3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

- (4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of \$0.15 per page for one-sided copies and \$0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar (\$1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars (\$25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce

the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (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.”

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District’s website at least seven (7) days before each meeting, hearing, or workshop.

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be 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 July 25, 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 2

RESOLUTION 2024-39

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT ADOPTING AMENITY RULES AND POLICIES; A SUSPENSION AND TERMINATION RULE; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Woodland Crossing Community Development District (“District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which anticipates owning, operating and maintaining certain recreational amenity facilities and other improvements throughout the District (collectively, “**Facilities**”); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, policies, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, the Board desires to adopt rules, policies, rates and charges regarding use of the District’s Facilities, rules relating to the suspension and/or termination of patrons’ rights to utilize the Facilities, and rates applicable to patrons’ use of the Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Amenity Policies, Rates and Disciplinary and Enforcement Rule* (“**Facility Rule**”), which is attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that the fees and rates outlined in **Exhibit A** are just and equitable having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board of Supervisors has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including the holding of public hearings thereon.

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

SECTION 1. The Facility Rule set forth in **Exhibit A**, inclusive of policies, rates and fees and disciplinary rule, are hereby adopted pursuant to this resolution as necessary for the conduct of District business and shall remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 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 25th day of July 2024.

ATTEST:

**WOODLAND CROSSING
COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice-Chairman, Board of
Supervisors

Exhibit A: Facility Rule and Rates

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT

AMENITY POLICIES AND RATES Adopted _____, 2024¹

¹ LAW IMPLEMENTED: SS. 190.011, 190.035, FLA. STAT. (2024); In accordance with Chapter 190 of the Florida Statutes, and on _____, 2024, at a duly noticed public meeting and after a duly noticed public hearing, the Board of Supervisors of the Woodland Crossing Community Development District adopted the following rules, policies and rates governing the operation of the District's facilities and services.

DEFINITIONS

“Amenities” or “Amenity Facilities”– means the properties and areas owned by the District and intended for recreational use and shall include, but not specifically be limited to the swimming pool, pool deck, multi-purpose field, and tot lot, together with their appurtenant facilities and areas.

“Amenity Policies” or “Policies” and “Amenity Rates” – means these Amenity Policies and Rates of the Woodland Crossing Community Development District, as amended from time to time. The Board of Supervisors reserves the right to amend or modify these Policies, as necessary and convenient, in their sole and absolute discretion, and will notify Patrons of any changes. Patrons may obtain the currently effective Policies from the District Manager’s Office. The Board of Supervisors and District Staff shall have full authority to enforce the Amenity Policies.

“Amenity Manager” – means the District Manager or that person or firm so designated by the District’s Board of Supervisors, including their employees.

“Amenity Rates” – means those rates and fees established by the District Board of Supervisors as provided in **Exhibit A** attached hereto.

“Access Card” – means an electronic Access Card issued by the District Manager to each Patron (as defined herein) to access the Amenity Facilities.

“Board of Supervisors” or “Board” – means the Board of Supervisors of the District.

“District” – means the Woodland Crossing Community Development District.

“District Staff” – means the professional management company with which the District has contracted to provide management services to the District, the Amenity Manager, and District Counsel.

“Guest” – means any person or persons, other than a Patron, who are expressly authorized by the District to use the Amenities or invited for a specific time period and purpose by a Patron to use the Amenities.

“Homeowners Association” or “HOA” or “POA” – means an entity or entities, including its/their employees and agents, which may have jurisdiction over lands located within the District, either now or in the future, which may exist to aid in the enforcement of deed restrictions and covenants applicable to lands within the District.

“Household” – means a residential unit or a group of individuals residing within a Patron’s home. This does not include visiting friends, guests, relatives or extended family not permanently residing in the home. Upon the District’s request, proof of residency may be required by driver’s license or state or federal issued form of identification, including a signed affidavit of residency.

“Lakes” – shall mean those water management and control facilities within the District, including but not limited to stormwater management facilities and ponds.

“Non-Resident” – means any person who does not own property within the District.

“Non-Resident Patron” – means any person or Household not owning property in the District who paid the Annual User Fee to the District for use of all Amenity Facilities.

“Non-Resident User Fee” or “Annual User Fee” – means the fee established by the District for any person that is not a Resident and wishes to become a Non-Resident Patron. The amount of the Annual User Fee is set forth herein, and that amount is subject to change based on Board action. Payment of the Annual User Fee entitles the person and their Household full access to the Amenities.

“Patron” – means Residents, Non-Resident Patrons, and Renters who have been assigned Resident’s Rights and Privileges through execution of the “Assignment of Amenity Rights and Privileges” form.

“Renter” – means a tenant, occupant or an individual maintaining his or her residence in a home located within the District pursuant to a valid rental or lease agreement. Proof of valid rental or lease agreement shall be required. Renters shall have Patron rights only upon execution of the “Assignment of Amenity Rights and Privileges” form.

“Resident” – means any person or Household owning property within the District.

The words “hereof,” “herein,” “hereto,” “hereby,” “hereinafter” and “hereunder” and variations thereof refer to the entire Amenity Policies and Rates.

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

AMENITIES ACCESS AND USAGE

- (1) **General.** Only Patrons have the right to use the Amenities; provided, however, that certain community programming events may be available to the general public where permitted by the District, and subject to payment of any applicable fees and satisfaction of any other applicable requirements, including adherence to these Amenity Policies and execution of waivers and hold harmless agreements, as may be applicable.
- (2) **Use at your Own Risk.** ALL PERSONS USING THE AMENITIES DO SO AT THEIR OWN RISK AND AGREE TO ABIDE BY THE AMENITY POLICIES WHICH MAY BE AMENDED FROM TIME TO TIME IN THE DISTRICT'S SOLE DISCRETION. ALL PERSONS USING THE AMENITIES ARE DEEMED TO HAVE READ AND OBTAINED A COPY, IF DESIRED, OF THE MOST RECENT POLICIES. THE DISTRICT SHALL ASSUME NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY INCIDENTS, ACCIDENTS, PERSONAL INJURY, DEATH, DAMAGE TO OR LOSS OF PROPERTY ARISING FROM THE USE OF THE AMENITIES OR FROM THE ACTS, OMISSIONS OR NEGLIGENCE OF OTHER PERSONS USING THE AMENITIES. THE DISTRICT DOES NOT PROVIDE SECURITY SERVICES OR SUPERVISION WITH RESPECT TO THE USE OF THE AMENITIES, AND THERE ARE INHERENT RISKS IN THE USE OF THE AMENITIES – E.G., USE MAY RESULT IN SERIOUS BODILY INJURY OR EVEN DEATH. PATRONS ARE RESPONSIBLE FOR THEIR ACTIONS AND ACTIONS OF THEIR GUESTS. PARENTS AND LEGAL GUARDIANS ARE RESPONSIBLE FOR THEIR MINOR CHILDREN WHO USE THE AMENITIES AND PATRONS WILL BE HELD ACCOUNTABLE FOR THEIR ACTIONS. VIOLATION OF ONE OR MORE OF THE POLICIES STATED HEREIN MAY RESULT IN WARNINGS, SUSPENSION OR TERMINATION OF AMENITY PRIVILEGES. THE DISTRICT WILL PROSECUTE ILLEGAL ACTIVITY TO THE FULL FORCE OF THE LAW.
- (3) **Resident Access and Usage.** Residents are permitted to access and use the Amenities in accordance with the Policies set forth herein and are not responsible for paying the Non-Resident User Fee set forth herein. In order to fund the operation, maintenance and preservation of the facilities, projects and services of the District, the District levies operation and maintenance special assessments (“O&M Assessments”) payable by property owners within the District, in accordance with the District’s annual budget and assessment resolutions adopted each fiscal year and may additionally levy debt service assessments payable by property owners to repay debt used to finance public improvements. Residents shall not be entitled to a refund of any O&M Assessments or debt service special assessments due to closure of the Amenities or suspension of that Resident’s privileges to use the Amenities. Residents must complete the “Amenity Access Registration Form” prior to access or use of the Amenities, attached hereto as **Exhibit B**, and each Household shall receive an Access Card.
- (4) **Non-Resident Patron Access and Usage.** A Non-Resident Patron must pay the Non-Resident User Fee to have the right to use the Amenities for one full year, which year begins from the date of receipt of payment to the District. This Non-Resident User Fee must be paid in full before the Non-Resident may use the Amenities. Each subsequent Annual Non-Resident User Fee shall be paid in full on the anniversary date of application. Annual Non-Resident User Fees may be renewed no more than thirty (30) days in advance of the date of expiration and for no more than one calendar year. Multi-year memberships are not available. The Annual Non-Resident User Fee is nonrefundable and nontransferable. Non-Resident Patrons must complete the Amenity Facilities Access Registration Form prior to access or use of the Amenities.
- (5) **Guest Access and Usage.** Each Household is entitled to bring four (4) persons as Guests to the Amenities at one time. District Staff shall be authorized to verify and enforce the authorized number of Guests. A Patron may accompany its Guests during its Guests’ use of the Amenities and in every event is responsible for all actions, omissions and negligence of such Guests, including Guests’ adherence or failure to adhere,

to the Amenity Policies. Violation of these Amenity Policies by a Guest may result in suspension or termination of the Patron's Amenity privileges. Exceeding the authorized number of Guests specified above shall be grounds for suspension or termination of a Household's access and usage privileges.

- (6) **Renter's Privileges.** Residents who rent or lease residential units in the District shall have the right to designate the Renter of a residential unit as the beneficial users of the Resident's privileges to use the Amenities, subject to requirements stated herein.

Resident shall provide a written notice to the District Manager on the "Assignment of Amenity Rights and Privileges" form attached hereto as **Exhibit C**, designating and identifying the Renter who shall hold the beneficial usage rights, submitting with such notice the Renter's proof of residency (i.e., a copy of the lease agreement). Upon notice, Resident shall be required to pay any applicable fee before his or her Renter receives an Access Card. Renter's Access Card shall expire at the end of the lease term and may be reactivated upon provision of proof of residency.

Renter who is designated by a Resident as the beneficial user of the Resident's rights to use the Amenities shall be entitled to the same rights and privileges to use the Amenities as the Resident, subject to all Amenity Policies. During the period when a Renter is designated as the beneficial user, the Resident shall not be entitled to use the Amenities. In other words, Renter's and Resident's cannot simultaneously hold Amenity privileges associated with that residential unit. Residents may retain their Amenities rights in lieu of granting them to their Renters.

Residents shall be responsible for all charges incurred by their Renters which remain unpaid after the customary billing and collection procedures established by the District. Residents are responsible for the deportment of their respective Renter, including the Renter's adherence to the Amenity Policies.

- (7) **Access Cards.** Access Cards will be issued to each Household upon notification of the District with sufficient proof of closing on a unit within the District, or upon approval of Non-Resident Patron application and payment of applicable Annual User Fee, or upon verification and approval of Renter designation. Proof of property ownership may be required annually. All Patrons must use their Access Card for entrance to the Amenities. A maximum of two (2) Access Cards will be issued per Household under all circumstances.

All Patrons must use the Access Card issued to their Household for entrance to the Amenity Facilities. Each Household will be issued two (2) initial Access Cards free of charge. Replacement Access Cards may be purchased in accordance with the Amenity Rates then in effect.

Patrons must scan their Access Cards in the card reader to gain access to the Amenities. This Access Card system provides a security and safety measure for Patrons and protects the Amenities from non-Patron entry. Under no circumstances shall a Patron provide their Access Card to another person, whether Patron or non-Patron, to allow access to the Amenities, and under no circumstances shall a Patron intentionally leave doors, gates, or other entrance barriers open to allow entry by non-Patrons.

Access Cards are the property of the District and are non-transferable except in accordance with the District's Amenity Policies. All lost or stolen cards must be reported immediately to District Staff. Fees shall apply to replace any lost or stolen cards. Patrons are responsible for notifying the District immediately if an Access Card is lost or stolen. The lost or stolen Access Card will be immediately deactivated. Patrons are also responsible for notifying the District when they sell their home. Each Patron shall be responsible for the actions of those individuals using the Patron's Access Card unless said Access Card is reported as being lost or stolen.

GENERAL AMENITY POLICIES

- (1) **Hours of Operation.** All hours of operation of the Amenities will be established and published by the District on its website and/or posted at the applicable facility. The District may restrict access or close some or all of the Amenities due to inclement weather, for purposes of providing a community activity, for making improvements, for conducting maintenance, or for other purposes as circumstances may arise. Any programs or activities of the District may have priority over other users of the Amenities. Unless otherwise posted on the website or at the applicable facility, all outdoor Amenities are open only from dawn until dusk (unless herein otherwise noted). No Patron is allowed in the service areas of the Amenities.
- (2) **General Usage Guidelines.** The following guidelines supplement specific provisions of the Amenity Policies and are generally applicable and shall govern the access and use of the Amenities:
 - (a) **Registration and Access Cards.** Each Patron must scan in an Access Card in order to access the Amenities and must have his or her assigned Access Card in their possession and available for inspection upon District Staff's request. Access Cards are only to be used by the Patron to whom they are issued. In the case of Guests, Guests should be accompanied by a Patron possessing a valid Access Card at all times or such Guest will be subject to confirmation of right to access the Amenities by District Staff.
 - (b) **Attire.** With the exception of the pool and wet areas where bathing suits are permitted, Patrons and Guests must be properly attired with shirts and shoes to use the Amenities for its intended use. Bathing suits and wet feet are not allowed indoors with the exception of the bathrooms appurtenant to the pool area.
 - (c) **Food and Drink.** Food and drink will be limited to designated areas only. No glass containers of any type are permitted at any of the Amenities. All persons using any of the Amenities must keep the area clean by properly disposing of trash or debris.
 - (d) **Parking and Vehicles.** Vehicles must be parked in designated areas. Vehicles should not be parked on grass lawns, pond banks, roadsides, or in any way which blocks the normal flow of traffic. During special events, alternative parking arrangements may be authorized but only as directed by District Staff. Off-road bikes/vehicles (including ATVs), golf carts and other electric vehicles are prohibited on all property owned, maintained and operated by the District or at any of the Amenities within District unless they are owned by the District.
 - (e) **Fireworks / Flames.** Fireworks or open flames of any kind are not permitted anywhere on District owned property or adjacent areas.
 - (f) **Skateboards, Etc.** Bicycles, scooters, skateboards or rollerblades are not permitted on Amenity property which includes, but is not limited to, the amenity parking lot, pool area, tot lot, and sidewalks surrounding these areas.
 - (g) **Grills.** Personal barbeque grills are not permitted at the Amenities or on any other District owned property.
 - (h) **Firearms.** The possession and use of firearms shall be in strict accordance with Florida law.
 - (i) **Equipment.** All District equipment, furniture and other tangible property must be returned in good condition after use. Patrons and Guests are encouraged to notify District Staff if such items need repair, maintenance or cleaning.
 - (j) **Littering.** Patrons and Guests are responsible for cleaning up after themselves and helping to keep the Amenities clean at all times.
 - (k) **Bounce Houses and Other Structures.** Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in writing at least a week in advance of such request. Proof of liability insurance acceptable to the District shall also be

required.

- (l) **Excessive Noise.** Excessive noise that will disturb other Patrons and Guests is not permitted, including but not limited to use of cellular phones and speakers of any kind that amplify sound.
- (m) **Lost or Stolen Property.** The District is not responsible for lost or stolen items. The Amenity Manager is not permitted to hold valuables or bags for Patrons or Guests. All found items should be turned into the Amenity Manager for storage in the lost and found, if one is available. Items will be stored in the lost and found for two weeks after which District Staff shall dispose of such items in such manner as determined in its sole discretion; provided, however, that District Staff shall not be permitted to keep such items personally or to give such items to a Patron not otherwise claiming ownership.
- (n) **Trespassing / Loitering.** There is no trespassing or loitering allowed at the Amenities.
- (o) **Compliance with Laws and District Rules and Policies.** All Patrons and Guests shall abide by and comply with all applicable federal, state and local laws, rules, regulations, ordinances and policies, as well as all District Policies, while present at or utilizing the Amenities, and shall ensure that any minor for whom they are responsible also complies with the same.
- (p) **Courtesy.** Patrons and Guests shall treat all District Staff and their designees, other Patrons and Guests with courtesy and respect. If District Staff requests that a Patron or Guest leave the Amenity Facilities due to failure to comply with these rules and policies, or due to a threat to the health, safety, or welfare, failure to comply may result in immediate suspension or termination of Amenity privileges.
- (q) **Profanity / Obscenity.** Loud, profane, abusive, or obscene language or behavior is prohibited.
- (r) **Emergencies.** In the event of an injury or other emergency, please contact 911 and alert District Staff immediately.
- (s) **False Alarms.** Any Patron improperly attempting to enter the Amenity Facilities outside of regular operating hours or without the use of a valid Access Card and who thereby causes a security alert will be responsible for the full amount of any fee charged to the District in connection with such security alert and related response efforts.
- (t) **Outside Vendors / Commercial Activity.** Outside vendors and commercial activity are prohibited on District property unless they are invited by the District as part of a District event or program or as authorized by the District in connection with a rental of the Amenity Facilities.
- (u) **Organized Activities.** Any organized activities taking place at the Amenity Center must first be approved by the District. This includes, but is not limited to, fitness instruction, special events, etc.

SMOKING, DRUGS AND ALCOHOL

Smoking, including using any paraphernalia designed to consume tobacco or other substances such as vaping and electric and non-electronic devices, is prohibited anywhere inside the Amenity Facilities, including any building, or enclosed or fenced area to the maximum extent of the prohibitions set forth in Florida law, including the Florida Clean Indoor Air Act or other subsequent legislation. Additionally, to the extent not prohibited by law, smoking is discouraged in all other areas of the Amenities and on District owned property. All waste must be disposed of in the appropriate receptacles. Any violation of this policy shall be reported to District Staff.

Possession, use and/or consumption of illegal drugs or alcoholic beverages is prohibited at the Amenities and on all other District owned property absent express permission by the District subject to the provisions herein. Any person that appears to be under the influence of drugs or alcohol will be asked to leave the Amenities. Violation of this policy may result in suspension or termination of Amenity access and usage privileges and illegal drug use may be punished to the maximum extent allowed by law.

SERVICE ANIMAL POLICY

Dogs or other pets (with the exception of “Service Animals” as defined by Florida law, trained to do work or perform tasks for an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability) are not permitted within the Amenities. A Service Animal must be kept under the control of its handler by leash or harness, unless doing so interferes with the Service Animal’s work or tasks or the individual’s disability prevents doing so. The District may remove the Service Animal only under the following conditions:

- If the Service Animal is out of control and the handler does not take effective measures to control it;
- If the Service Animal is not housebroken; or,
- If the Service Animal’s behavior poses a direct threat to the health and safety of others.

The District is prohibited from asking about the nature or extent of an individual’s disability to determine whether an animal is a Service Animal or pet. However, the District may ask whether an animal is a Service Animal required because of a disability and what work or tasks the animal has been trained to perform.

SWIMMING POOL POLICIES

- (1) **Operating Hours.** Swimming is permitted only during designated hours, as posted at the pool. Swimming is prohibited from 30 minutes before dusk until 30 minutes after dawn pursuant to the Florida Department of Health.
- (2) **Swim at Your Own Risk.** Lifeguards are not on duty. All persons using the pool do so at their own risk and must abide by all swimming pool rules and policies.
- (3) **Supervision of Minors.** Non-swimming children should have adult supervision with them and within arm's reach at all times. Persons unable to swim safely and/or without assistance must be accompanied by a capable adult at all times in and around the pool. All children, regardless of age, using inflatable armbands (i.e., water wings) or any approved Coast Guard flotation device **MUST** be supervised by an adult who is in the water and within arm's length of the child. Even proficient swimmers could find themselves at risk, the District recommends Patrons and Guests not swim alone.
- (4) **Aquatic Toys and Recreational Equipment.** No flotation devices are allowed in the pool except for water wings and swim rings used by small children, under the direct supervision of an adult as specified in Section (3) immediately above. Inflatable rafts, balls, pool floats and other toys and equipment are prohibited.
- (5) **Prevention of Disease.** All swimmers must shower before initially entering the pool. Persons with open cuts, wounds, sores or blisters, nasal or ear discharge, or who are experiencing diarrhea may not use the pool. No person should use the pool with or suspected of having a communicable disease which could be transmitted through the use of the pool.
- (6) **Attire.** Appropriate swimming attire (swimsuits) must be worn at all times.
- (7) **Conduct.** No cursing, offensive language or gestures, threatening language or behavior, or lewd behavior is allowed.
- (8) **Horseplay.** No jumping, pushing, running, wrestling, excessive splashing, sitting or standing on shoulders, spitting water, or other horseplay is allowed in the pool or on the pool deck area.
- (9) **Diving.** Diving is strictly prohibited at the pool. Back dives, back flips, back jumps, cannonball splashing or other dangerous actions are prohibited.
- (10) **Music / Audio.** Radios and other audio devices are prohibited; other than when used with headphones.
- (11) **Weather.** The pool and pool area will be closed during electrical storms or when rain makes it difficult to see any part of the pool or pool bottom clearly. The pool will be closed at the first sound of thunder or sighting of lightning and will remain closed for thirty (30) minutes after the last sighting. Everyone must leave the pool deck immediately upon hearing thunder or sighting lightning. This policy shall be enforced in staffed and unmonitored and unstaffed Amenities.
- (12) **Pool Furniture; Reservation of Tables or Chairs.** Tables and chairs may not be removed from the pool deck. Tables or chairs on the deck area may not be reserved by placing towels or personal belongings on them except temporarily to allow the Patron using them to enter the pool or use the restroom facilities.
- (13) **Entrances.** Pool entrances must be kept clear at all times.
- (14) **Pollution.** No one shall pollute the pool. Anyone who does pollute the pool is liable for any costs incurred in treating and reopening the pool.
- (15) **Swim Diapers.** Children under the age of three (3) years, and anyone who is not reliably toilet trained, must wear rubber lined swim diapers, as well as a swimsuit over the swim diaper, to reduce the health risks associated with human waste contaminating the swimming pool and deck area. If contamination occurs, the pool will be shocked and closed for a period of at least twelve (12) hours. Persons not abiding by this policy shall be responsible for any costs incurred in treating and reopening the pool.
- (16) **Staff Only.** Only authorized staff members and contractors are allowed in the service and chemical storage areas. Only authorized staff members and contractors may operate pool equipment or use pool chemicals.

- (17) **Pool Closure.** In addition to local municipal, county and the State of Florida health code standards for pools and pool facilities, and as noted above, the pool will be closed for the following reasons:
- During severe weather conditions (heavy rain, lightning and thunder) and warnings, especially when visibility to the pool bottom is compromised (deck also closed).
 - For thirty (30) minutes following the last occurrence of thunder or lightning (deck also closed).
 - Operational and mechanical treatments or difficulties affecting pool water quality.
 - For a reasonable period following any mishap that resulted in contamination of pool water.
 - Any other reason deemed to be in the best interests of the District as determined by District Staff.
- (18) **Containers.** No glass, breakable items, or alcoholic beverages are permitted in the pool area. No food or chewing gum is allowed in the pool.
- (19) **No Private Rentals.** The pool area is not available for rental for private events. All pool rules and limitations on authorized numbers of Guests remain in full affect at all times.
- (20) **Programming.** District Staff reserves the right to authorize all programs and activities, including with regard to the number of guest participants, equipment, supplies, usage, etc., conducted at the pool, including swim lessons, aquatic/recreational programs and pool parties. Any organized activities taking place at the Amenity Center must first be approved by the District in writing.

MULTI-PURPOSE FIELD POLICIES

- (1) **Hours.** The Multi-Purpose Field shall be available for use from sunrise until sunset. No access will be allowed, by a Patron or any other person, before or after Multi-Purpose Field hours.
- (2) **Eligible Users.** Patrons and Guests ten (10) years of age and older are permitted to use the Multi-Purpose Field. Children under ten (10) years of age must be accompanied at all times by a guardian or adult Patron over (18) years of age during usage of the Multi-Purpose Field.
- (3) **Emergencies.** For all emergencies, call 911 immediately. All emergencies and injuries must also be reported to the District Manager, whose number is on the District's website.
- (4) **Reservations.** This facility is on a first come, first serve basis, unless reserved in accordance with the Facility Rental Policies described herein. Use of a field is limited to one (1) hour when others are waiting.
- (5) **General Policies.**
- (a) The Multi-Purpose Field is not to be used for events other than athletic events, Board approved reservations, or District sponsored events.
 - (b) Pets (other than service animals), bicycles, skates, skateboard, scooters, rollerblades and motorized vehicles of any kind are not permitted in the Multi-Purpose Field at any time.
 - (c) Alcoholic beverages, glass containers and other breakable items are prohibited.
 - (d) The use of profanity or disruptive behavior is prohibited.
 - (e) Patrons must bring their own sports equipment (e.g., soccer balls, softball bats, etc.).
 - (f) Persons using the Multi-Purpose Field must clean up all food, beverages and miscellaneous trash brought to the Multi-Purpose Field.

- (g) Use of the Multi-Purpose Field may be limited from time to time due to a District-sponsored event.

LAKES AND PONDS POLICIES

Lakes within the District primarily function as retention ponds to facilitate the District's system for treatment of stormwater runoff and overflow. As a result, contaminants may be present in the water. These policies are intended to limit contact with such contaminants and ensure continued operations of the Lakes while allowing limited recreational use.

- (1) Users of District Lakes shall not engage in any conduct or omission that violates any ordinance, resolution, law, permit requirement or regulations of any governmental entity relating to the District Lakes.
- (2) Wading and swimming in District Lakes are prohibited.
- (3) Patrons may fish from District Lakes in designated areas only. However, the District has a "catch and release" policy for all fish caught.
- (4) Pets are not allowed in District Lakes.
- (5) Owners of property abutting the District Lakes shall take such actions as may be necessary to remove underbrush, weeds or unsightly growth from the Owner's property that detract from the overall beauty and safety of the property. Further, all Owners shall not make improvements on private property that negatively affect the Lakes, including causing erosion or impairments to the Lakes as a stormwater system.
- (6) No docks or other structures, whether permanent or temporary, shall be constructed and placed in or around the District Lakes or other District stormwater management facilities unless properly permitted and approved by the District and other applicable governmental agencies.
- (7) No pipes, pumps or other devices used for irrigation, or the withdrawal of water shall be placed in or around the District Lakes, except by the District.
- (8) No foreign materials may be disposed of in the District Lakes, including, but not limited to tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the Lake environment.
- (9) Easements through resident backyards along the community's stormwater management system are for maintenance purposes only and are not general grants for access for fishing or any other recreational purpose. Access to residents' backyards via these maintenance easements is prohibited. Unless individual property owners explicitly grant permission for others to access their backyards, entering their private property can be considered trespassing. Please be considerate of the privacy rights of other residents.
- (10) Beware of wildlife, water moccasins and other snakes, alligators, snapping turtles, birds and other wildlife which may pose a threat to your safety are commonly found in stormwater management facilities in Florida. Wildlife may not be fed. Wildlife may neither be removed from nor released into the District Lakes; notwithstanding the foregoing, nuisance alligators posing a threat to the health, safety and welfare may be removed by a properly permitted and licensed nuisance alligator trapper, in accordance with all applicable state and local laws, rules, ordinances and policies including but not limited to rules promulgated by the Florida Fish and Wildlife Conservation Commission ("FWC"). Anyone concerned about an alligator is encouraged to call FWC's toll-free Nuisance Alligator Hotline at 866-FWC-GATOR (866-392-4286).
- (11) Any hazardous conditions concerning the District Lakes must immediately be reported to the District Manager and the proper authorities.

RENTAL POLICIES

Patrons are permitted to rent certain Amenity Facilities within the District at the discretion of District Staff. Any Patron renting the facility must complete the rental application contained in **Exhibit D** and pay any rental fees required under such application. Patrons may also be required to provide additional documentation if outside vendors will be used on District property.

Patrons and Guests must follow all of the District's Amenity Policies while renting any portion of the Amenities. The District reserves the right to decline any requested rental and may cancel existing reservations if it is necessary for the health, safety, and welfare of Patrons and Guests.

SUSPENSION AND TERMINATION OF PRIVILEGES

SUSPENSION AND TERMINATION OF ACCESS RULE

Law Implemented: ss. 120.69, 190.011, 190.012, Fla. Stat. (2024)

Effective Date: _____, 2024

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2024 at a duly noticed public meeting, the Board of Supervisors (“Board”) of the Woodland Crossing Community Development District (“District”) adopted the following rules / policies to govern disciplinary and enforcement matters. All prior rules / policies of the District governing this subject matter are hereby rescinded for any violations occurring after the date stated above.

1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the Amenities and other properties owned and managed by the District (“Amenity Center” or “Amenity Facilities”).

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District’s Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District’s Policies established for the safe operations of the District’s Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board of Supervisors (“Board”) and District Manager shall have the right to restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a “Violation”):

- a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;
- b. Failing to abide by the terms of rental applications;
- c. Permitting the unauthorized use of a Patron Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;
- d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;
- e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);
- f. Failing to abide by any District rules or policies (e.g., Amenity Policies);
- g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;
- h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;
- i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;
- j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

- k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;
- l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or
- m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

- a. **Immediate Suspension.** The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described above, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.
- b. **Notice of Suspension.** The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars (\$500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

- a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the

letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials should be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

- b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.
- c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.
- d. The Board shall also determine whether an Administrative Reimbursement is warranted and, if so, set the amount of such Administrative Reimbursement.
- e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.
- f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5, and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination

should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

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

USE AT OWN RISK; INDEMNIFICATION

Any Patron, Guest, or other person who participates in the Activities (as defined below), shall do so at his or her own risk, and said Patron, Guest or other person and any of his or her Guests or invitees and any members of his or her Household shall indemnify, defend, release, hold harmless and forever discharge the District and its present, former and future supervisors, staff, officers, employees, representatives, agents and contractors of each (together, "Indemnitees"), for any and all liability, claims, lawsuits, actions, suits or demands, whether known or unknown, in law or equity, by any individual of any age, or any corporation or other entity, for any and all loss, injury, damage, theft, real or personal property damage, expenses (including attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court and appellate proceedings), and harm of any kind or nature arising out of or in connection with his or her participation in the Activities, regardless of determination of who may be wholly or partially at fault.

Should any Patron, Guest, or other person bring suit against the Indemnitees in connection with the Activities or relating in any way to the Amenities, and fail to obtain judgment therein against the Indemnitees, said Patron, Guest, or other person shall be liable to the District for all attorneys' fees, paralegal fees, costs and other expenses for investigation and defense and in connection with, among other proceedings, alternative dispute resolution, mediation, trial court, and appellate proceedings.

The waiver of liability contained herein does not apply to any grossly negligent act by the Indemnitees.

For purposes of this section, the term "Activities" means the use of or acceptance of the use of the Amenities, or engagement in any contest, game, function, exercise, competition, sport, event or other activity operated, organized, arranged or sponsored by the District, its contractors or third parties authorized by the District, including any use of District property or the Amenities whatsoever.

SOVEREIGN IMMUNITY

Nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity or limited waiver of liability contained in Section 768.28, F.S., or other statutes or law.

SEVERABILITY

The invalidity or unenforceability of any one or more provisions of these Policies shall not affect the validity or enforceability of the remaining provisions, or any part of the Policies not held to be invalid or unenforceable.

AMENDMENTS AND WAIVERS

The Board in its sole discretion may amend these Amenity Policies from time to time provided that the Suspension and Termination of Access Rule and all rates, fees and charges will only be permanently changed during a public hearing and consistent with Chapter 120, Florida Statutes. The Amenity Policies may be changed by vote or consensus of the Board at a public meeting but does not require a public hearing. The Board by vote at a public meeting or the District Manager may elect in its/their sole discretion at any time to grant waivers to any of the provisions of these Amenity Policies, provided however that the Board is informed within a reasonable time of any such waivers.

Exhibit A: Amenity Rates

Exhibit B: Amenity Access Registration Form

EXHIBIT A
AMENITY RATES

TYPE	RATE
Annual User Fee	\$2,000.00 - \$4,000.00
Replacement Access Card	\$25.00
Returned Check/Insufficient Funds Fee	\$50.00
Administrative Fee	Up to \$500.00

EXHIBIT B
AMENITIES ACCESS REGISTRATION FORM

Woodland Crossing Community Development District
Resident User Information Form

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY PATRON INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____
Address _____
Street Address *Apartment/Unit #*

TENANT INFORMATION (IF APPLICABLE)*

Begin Lease Date _____ End Lease Date _____
Owner Last Name _____ Owner First Name _____
Owner Address _____
Street Address
**Tenant shall provide a copy of their release and Owner shall submit a Amenity Rights release form*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____
Cell Phone Number _____ Name _____
Cell Phone Number _____ Name _____
Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO

If you answered yes, please provide specific information below in the blank space:

Woodland Crossing Community Development District
Resident User Information Form

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address	District Resident*
1.			
2.			
Name(s) of Children	Age	Birthdate	
3.			
4.			
5.			
6.			
7.			
8.			

*Non-Residents must complete the Non-Resident User Agreement and pay Annual User Fee.

**In the event that one of the cards is lost, we will be responsible in paying \$25.00 for each replacement card.

_____ Please initial

PLEASE READ AND SIGN BELOW:

The undersigned agrees and acknowledges that the above information is true and correct. It is understood that Resident Cards and Guest Passes are the property of the _____ Development District ("District") and are non-transferable, in accordance with the District's rules, policies and/or regulations. In consideration for the admittance of the above listed persons and their guests to utilize District property and District facilities, including without limitation the _____ and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its staff, supervisors, agents, officers and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross or intentional negligence of the District. Furthermore, Patron understands that the District and its staff, supervisors, agents, officers and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or basketball court(s), use of playground, use of dog park, or other activities on District owned property. Patron expressly acknowledges on behalf of him/her self and his or her minor children, heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. Patron hereby releases and discharges the District and its staff, supervisors, agents, officers and employees as a result of Patron(s), or his or her minor children's, participation in these activities. Patron further understands that the District is not responsible for personal property lost or stolen while at the Facilities. By signing below, Patron(s) acknowledge he/she has received the District rules and policies and shall abide by the same. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

Print Name: _____

Signature: _____

Date: _____

DISTRICT Employee Initials _____

**Woodland Crossing Community Development District
Non-Resident User Agreement**

THIS AGREEMENT, made and executed this ____ day of _____, 202__, by and between the _____ Community Development District (“District”), and _____ whose address is _____ (“User”). The District is the owner of the real property and facilities comprised of pools and other recreational facilities within the District located in _____ County, Florida (“Facilities”). User is a non-resident member of the public desiring to utilize the Facilities. A non-resident is a person or family who does not reside or own property within the District. The District will permit User to utilize the Facilities subject to the terms and conditions contained in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. User shall pay a one-time non-refundable annual fee (“Membership Fee”) to utilize the Facilities for 12 months. (Please Initial Membership Type).

_____ \$2,500/Year Household All-Amenities

_____ \$1,300/Year Individual All-Amenities

The 12-month period shall commence as of the date of this Agreement and terminate on that same date the following year.

2. The right to use the Facilities provided through this Agreement is personal to the person paying the Membership Fee and family members residing in his/her Household (as defined in the District’s Amenity Policies) and is not transferable, alienable, devisable, or inheritable. This Agreement shall be binding upon, and shall inure to the benefit of the District and its respective legal representatives and successors. Nothing herein shall inure to the benefit of any third-party, not a party to this Agreement.
3. User agrees that use of Facilities by User, User’s family members residing in his/her Household, and User’s guest shall be subject to all rules, policies and procedures of the District as may be amended from time to time and by signature on this form, hereby agrees he/she has received a copy of such policies or was given the opportunity to receive a copy and will abide fully by the same. Failure by User, family members residing in his/her Household, or User’s Guests to abide by all rules, policies and procedures of the District may result in forfeiture of the right to utilize the Facilities. In such event, no portion of the Membership Fee shall be refunded.
4. User(s) agrees and acknowledges that the information provided herein is true and correct. It is understood that User Cards and Guest Passes are the property of the District and are non-transferable, in accordance with the District’s rules, policies and/or regulations. In consideration for the admittance of the herein listed persons, along with each of their Guests, to utilize District property and District facilities, including without limitation the _____ and all other real property owned and operated by the District (together, the Facilities), the undersigned on behalf of himself and/or herself and each of their minor children, heirs and successors, hereby agrees to hold harmless and release the District, its supervisors, officers, professional staff, amenity contractor, agents and employees, from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with use of the Facilities, including litigation or any appellate proceedings with respect thereto, except to the extent caused by the gross negligence of the District. Furthermore, User(s) understands that the District and its supervisors, officers, professional staff, amenity contractor, agents and employees assume no responsibility for injuries or illness that Patron(s), or his or her minor children, may sustain as a result of individual physical condition or resulting from such person(s) participation in any activities, sports, use of pool, use of tennis or basketball court(s), use of playground, use of dog park, or other activities on District owned property. User(s) expressly acknowledges on behalf of him/her self and his or her minor children,

Woodland Crossing Community Development District Non-Resident User Agreement

heirs and successors that he/she assume the risk for any and all injuries and illness that may result from participation in these activities. User(s) hereby releases and discharges the District and its supervisors, officers, professional staff, amenity contractor, agents and employees as a result of User(s), or his or her minor children's, participation in these activities. User(s) further understands that the District is not responsible for personal property lost or stolen while at the Facilities. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute.

5. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with the District's Rules of Procedure and Florida law.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

USER

WOODLAND CROSSING

COMMUNITY DEVELOPMENT

DISTRICT

By: _____

By: _____

Payment Type: <input type="checkbox"/> Cash <input type="checkbox"/> Check # _____ <input type="checkbox"/> Credit	Date Paid: _____
Amount of Payment: \$ _____	Amenities Expiration Date: _____
E-mail added to _____ .com: _____	

HOUSEHOLD MEMBERS (Must Reside in Same House)

Name (Last, First)	Cell Phone	Email Address
Name(s) of Children	Age	Birthdate

Woodland Crossing Community Development District
Non-Resident User Agreement

NOTE TO STAFF: This form may contain confidential information. Please do not disclose its contents without first consulting the District Manager.

PRIVACY NOTICE: Under Florida's Public Records Law, Chapter 119, Florida Statutes, the information you submit on this form may become part of a public record. This means that, if a citizen makes a public records request, we may be required to disclose the information you submit to us. Under certain circumstances, we may only be required to disclose part of the information submitted to us. If you believe that your records may qualify for an exemption under Chapter 119, Florida Statutes, please notify the District Manager and complete the Address/Identification Confidentiality Request from Public Records Disclosure Form.

PRIMARY USER INFORMATION (family members to be added to reverse side)

Last Name _____ First Name _____

Address _____
Street Address *Apartment/Unit #*

EMERGENCY NOTIFICATION INFORMATION

Home Phone Number _____

Cell Phone Number _____ Name _____

Cell Phone Number _____ Name _____

Email Address(es) _____

Please select all that apply:

- I would like to receive e-mails on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- I would like to receive text messages on District programs and events. (Do not check this option if you want the information in this section to be used only for emergency purposes.)
- Only contact me in case of emergency.

PRIVACY NOTICE: If you indicate that we should only use the Optional/Emergency Notification Information in case of emergency, then, pursuant to Section 119.071, Florida Statutes the Optional/Emergency Notification Information (which consists of the information in this section) may be exempt from disclosures we make as the result of a public records request.

SPECIAL NEEDS

Does anyone in your family have special needs you would like us to be aware of? YES NO

If you answered yes, please provide specific information below in the blank space:

**COMMUNITY DEVELOPMENT DISTRICT
ADDRESS/IDENTIFICATION CONFIDENTIALITY REQUEST
FROM PUBLIC RECORDS DISCLOSURE**

Florida law allows certain persons to request that a governmental entity not publicly disclose his/her specific identifying information and/or address in any of the entity's governmental records. If eligible under Florida law, submit this completed form to District. Note that this form is not intended to be an exhaustive list of exemptions, and other exemptions may apply. It is your responsibility to ensure that you are eligible under Florida law for the exemption claimed, and the District reserves the right to pursue any available legal remedies in the event that no exemption exists and the District is harmed as a result.

I hereby request the exemption (check applicable exemption category) for the person named below:

- | | |
|--|--|
| <input type="checkbox"/> Code Enforcement Officer*
<input type="checkbox"/> Dept. of Children and Family Services personnel with investigative duties involving abuse, neglect, exploitation, fraud, theft, or other criminal activities.*
<input type="checkbox"/> Dept. of Health personnel whose duties are to support the investigation of child abuse or neglect.*
<input type="checkbox"/> Dept. of Revenue personnel or local government personnel with duties relating to revenue collection and enforcement or child support enforcement.*
<input type="checkbox"/> Dept. of Business and Professional Regulation investigator or inspector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Firefighter certified in compliance with s. 633.408, F.S.
<input type="checkbox"/> Guardian ad litem (By signature below, it is certified that the person made "reasonable efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Human resource, labor relations, or employee relations director, assistant director, manager or assistant manager of any local government agency or water management district whose duties include hiring and firing employees, labor contract negotiation, administration, or other personnel-related duties.*
<input type="checkbox"/> Judge or justice of the Florida Supreme Court, district court of appeal, circuit court and county court.*
<input type="checkbox"/> Judicial or quasi-judicial officer (general and special magistrate, judge of compensation claims, administrative law judge of the Division of Administrative Hearings, and child support enforcement hearing officer) (By signature below, it is certified that the person made "reasonable" | efforts to protect such information from being accessible through other means available to the public.")*
<input type="checkbox"/> Juvenile probation officer or supervisor, detention superintendent, assistant detention superintendent, juvenile detention officer I or II, juvenile detention officer supervisor, juvenile residential officer or supervisors I or II, juvenile counselor or supervisor, human services counselor administrators, senior human services counselor administrators rehabilitation therapist, and social services counselor of the Dept. of Juvenile Justice.*
<input type="checkbox"/> Law enforcement personnel including correctional officers and correctional probation officers.*
<input type="checkbox"/> Prosecutor (includes state attorney, assistant state attorney, statewide prosecutor, assistant statewide prosecutor). *
<input type="checkbox"/> Public defenders and criminal conflict and civil regional counsel (includes assistant public defenders, assistant criminal conflict and assistant civil regional counsel).*
<input type="checkbox"/> U.S. attorney or assistant attorney, U.S. appellate judge, U.S. district court judge and U.S. magistrate (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Victim of sexual battery, aggravated child abuse, aggravated stalking, harassment, aggravated battery or domestic violence. (Attach official verification that crime occurred.). This is only a 5-year exemption. **
<input type="checkbox"/> County Tax Collector (By signature below, it is certified that the person made "reasonable efforts to protect information from being accessible through other means available to the public.")*
<input type="checkbox"/> Other (list applicable statute): _____ |
|--|--|

Printed Name: _____

Residence Address (City, State, Zip): _____

Prior/Current Position (for purpose of claiming exemption): _____ **Years Held:** _____

Description of Position:

Signature _____	Date _____
If request is submitted instead by the person's employing agency, complete the following:	
Agency: _____	Name/title: _____
Signature: _____	Date _____

*To request an exemption for your spouse or child's identifying information and address, please submit a separate sheet with the name, date of birth, and relationship. *Available to both current and former employees. **Florida law does not make this exemption applicable to the spouse or child of a donor or victim.*

EXHIBIT C
ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

WOODLAND CROSSING COMMUNITY DEVELOPMENT DISTRICT ASSIGNMENT OF AMENITY RIGHTS AND PRIVILEGES

Instructions: All capitalized terms are as defined in the District's Amenity Policies. This form must be completed in its entirety and returned to the District Manager or District Staff, as applicable, in order for amenity access privileges to be granted to any Renter. The form must be completed and signed by all owners and co-owners of the subject property and witnessed. Signatures of agents or property managers acting on behalf of the owner will not be accepted unless accompanied by a properly executed Power of Attorney document granting specific authority to sign the owners' names for this purpose. Upon acceptance of this properly completed document, any Access Cards previously issued to the Household will be deactivated and listed Renters become eligible to apply for Access Cards for the designated lease period. A fee of \$25.00 per Access Card issued is payable by cash or check at the time a card is issued.

Agreement made this date _____ between the owners of the property located at:

_____ ("Property")
(Property address)

1. Owners of the Property, by their signatures below, attest the existence of a lawful tenancy with effective dates beginning (date) _____ terminating (date) _____. If length of tenancy is month to month or of an indefinite duration, this Assignment will only be effective for a three (3) month period and after that must be renewed.
2. Owners wish to transfer the rights and privileges to the use and enjoyment of the Amenities within the District to Renters.
3. Upon this transfer, Owners acknowledge their Access Cards will be deactivated as of the date of such transfer.
4. Upon this transfer, Renters acknowledge they must obtain their Access Cards from the District and that Renters have received or have reviewed a copy of the Amenity Policies, dated [DATE] and updated from time to time, to which they agree to follow.
5. Owners acknowledge that nothing in this assignment has any effect on their responsibilities as the owners of the Property to timely pay all Woodland Crossing Community Development District fees and special assessments.
6. Renters acknowledge at the end of their tenancy; their Access Cards will be deactivated as of the date their tenancy ends. In the case of a month to month tenancy or a tenancy of indefinite duration acknowledge that their Access Cards will be deactivated after three (3) months but may be renewed by a further assignment by the Owners.
7. Owners and Residents acknowledge that this document is subject to public review under Chapter 119, Florida's Public Records Laws.

ALL OWNERS MUST SIGN BELOW

_____	_____
Owner Signature (required)	Witness Signature (required)
_____	_____
Owner Printed Name (required)	Witness Printed Name (required)
_____	_____

(Additional Owners continue on separate page)

EXHIBIT D
AMENITY FACILITY RENTAL AGREEMENT

**[DISTRICT] COMMUNITY DEVELOPMENT DISTRICT
RENTAL APPLICATION AND AGREEMENT**

Name of Applicant: _____ Today's Date: _____

Street Address: _____

Contact: Phone: _____ Email: _____

Rental Area: The rental area is limited to: _____ ("Amenities").

Duration: Two Hours Three Hours Four Hours

Intended Use: _____

Date of Event: _____ Time: _____ to _____ Estimated Attendance: _____

Event Host (if different from above): _____ Phone /Email: _____

Indemnification:

I agree to indemnify, defend and hold harmless the [DISTRICT] Community Development District ("District") and any of their affiliates, supervisors, officers, managers, attorneys, engineers, agents, employees, volunteers, organizers, officials or contractors (collectively, the "Indemnitees") from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments, damage or loss of any kind, whether monetary or otherwise, arising out of, in whole or in part, the use of the Amenities, and if alcohol is present, arising out of, or in connection with the, the consumption or provision of alcohol. I further acknowledge and agree that I shall be bound at all times by the terms and conditions of the District's Amenity Policies (the terms of which are incorporated herein by this reference), as currently in effect and as may be amended from time to time. Additionally, I acknowledge that the District is not responsible for supervising the Amenities, and that I am responsible for supervising any minor children and Guests and am further responsible for their acts and omissions. Nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in section 768.28, *Florida Statutes* or other law.

Signature of Applicant

Date

Acknowledgements (please initial by each):

1. _____ The reservation is not confirmed until both the completed Amenity Rental Agreement and the Fee (as defined herein) have been received by District Staff and District Staff provides written approval that the reservation is approved.
2. _____ The reservation is limited to the Amenities for the intended use stated above. The District does not warrant or represent that the Amenities are safe and suitable for the intended use. The Applicant expressly acknowledges for itself and for all persons who will be utilizing the premises and Amenities in connection with the Applicant's purposes that the District is providing the premises and Amenities on an "as is" basis.
3. _____ The Applicant is fully aware of risks and hazards connected with being on the premises and participating in the rental of the Amenities, and fully aware that there may be risks and hazards unknown to the Applicant connected with being on the premises and participating in the rental of the Amenities, and hereby elects to voluntarily rent the Amenities, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to the Applicant and his/her property. The Applicant voluntarily assumes full responsibility for any risks of loss, property damage, or personal injury (including death) which may be sustained by the Applicant, or any loss or damage to property owned by the Applicant, as a result of being a renter of the Amenities, whether caused by contributory negligence of the District or otherwise.
4. _____ The District shall not provide any protection or supervision for the personal safety or security of any Patrons, invitees or Guests (as defined in the District's Amenity Rules) of any District property or Amenities. All Patrons, Guests, and invitees use such District facilities and Amenities at their own risk. All Patrons, Guests, and invitees are hereby notified and understand and agree that from time-to-time wildlife, including but not limited to: alligators, snakes, ants, bees, wasps, and other stinging or insects (collectively "Wildlife") may inhabit or enter the District facilities and Amenities and may pose a threat to persons, pets, and/or property.
5. _____ As a condition of their use of the Amenities, all Patrons, Guests, and invitees are hereby notified, and understand and agree, that the District is under no duty to protect against and do not in any manner warrant or insure against, any death, injury or damage caused any other condition in or upon the District facilities or Amenities. All Patrons, Guests, and invitees entering or using any District facilities and Amenities do so at their own risk.
6. _____ The rental duration includes set-up and post-event clean up and applies to all Guests in attendance. The standard Guest policy outlined in the District's Amenity Rules applies outside the scheduled rental time and to all other District Amenities during the rental time. For the time of the scheduled use (reservation) the renter has the exclusive use of the rented Amenities only.

7. ____ The interior and exterior of the Amenities are under closed circuit television surveillance.
8. ____ Rental Fee: A non-refundable rental fee of \$ ____ will be charged for rental of the Amenities (“Rental Fee”). Additionally, a \$ ____/hour facility attendant fee shall be paid along with the Rental Fee (minimum of two hours) (collectively, the “Fee”). A check shall be made out to the “[DISTRICT] Community Development District” and submitted to District staff at least fourteen (14) days in advance of the reservation date or the date will be released. Cancellations made less than fifteen (15) days prior to the reservation date will forfeit the Fee.
9. ____ Bounce houses and similar apparatus are permitted only outdoors and at the discretion of, and in areas designated by, the District in accordance with the District’s Policies. Proof of liability insurance acceptable to the District is required.
10. ____ Additional fees may be assessed if the clean-up is incomplete, the event is not limited to the reservation time frame, or if there is damage to the Amenities.
11. ____ The Applicant has reviewed, fully understand, and agree to abide by, the District’s Policies.
12. ____ The Applicant understands that at the conclusion of my rental period, he/she is responsible for the following clean-up tasks:
 - a. Remove all garbage, place in dumpster, and replace garbage liners;
 - b. Remove all decorations, event displays, and materials;
 - c. Return all furniture and other items to their original position;
 - d. Wipe off tabletops; and
 - e. Otherwise clean the rented Amenities and restore them to the pre-rented condition, and to the satisfaction of the District Staff.
13. ____ The following items are not permitted within the Amenities:
 - a. Glitter, confetti, or silly string;
 - b. Tacks, adhesive putty, scotch tape or any other wall damaging material;
 - c. Lit decorative candles (excluding cake candles).
14. ____ The Applicant agrees to complete any additional documentation required by the District in conjunction with bringing in any outside vendors for the event (e.g. food trucks).
15. ____ The District reserves the right to cancel the rental if it necessary to protect the health, safety, and welfare of Patrons, Guests, and invitees (e.g. severe weather, health pandemics).
16. ____ The Applicant agrees to provide any necessary Certificate of Insurance required by the District from the Applicant or associated outside vendor. The type of insurance and coverage requirements shall be determined by District Staff after reviewing the rental application.

Alcohol:

Will alcohol be served/consumed? Check one: Yes, served; Yes, BYOB; No

If you answered “yes” for either served or BYOB alcohol above, please initial below:

1. ____ The Applicant understands that if he/she intends to personally serve or sell alcohol, he/she must hire a licensed and insured vendor of alcoholic beverages and must provide proof of this to the District Manager prior to the event.
2. ____ The Applicant understands that he/she is solely responsible for ensuring that alcohol is consumed in a safe and lawful manner, in accordance with all applicable laws, regulations, and policies, and agrees to assume all liability for damages resulting from or arising in connection with the consumption of alcohol on the District’s property. The Applicant understands that any violations of the rules of this agreement or the District’s Amenity Rules may cause the Applicant to lose all or a portion of their deposit monies and result in further penalties or legal action.
3. ____ The District reserves the right to require anyone appearing excessively intoxicated or displaying loud, unruly, or belligerent behavior to leave District property immediately, and the District also reserves the right to call law enforcement to enforce the same.
4. ____ If event liability insurance coverage is required, the Woodland Crossing Community Development District is to be named on the policy as an additional insured party as follows: Woodland Crossing Community Development District and its supervisors, District Manager, agents, officers, staff, and contractors.
5. ____ I have reviewed and agree to comply with the insurance requirements below:

	BYOB	Served/Sold
Permitted	Yes	Yes, but only if a licensed bartender/caterer is hired.
Insurance	None required if resident only and with up to four authorized guests. Otherwise, a Homeowner's Insurance Rider/Endorsement providing special event coverage.	Event liability insurance: <ul style="list-style-type: none"> • \$250,000 Property Damage; • \$1,000,000 Personal Injury, • Alcohol Rider • District named as additional insured

District Use Only:

Fee Amount: \$ _____ Check #: _____ Date: _____

Facility Attendant Amount: \$ _____ Check #: _____ Date: _____

Insurance Certificate Provided: Yes ___ / N/A ___

Proof of Licensed and Insured Alcohol Vendor Provided: Yes ___ / N/A ___

Bounce House/Outside Vendor Insurance Certificate Provided: Yes ___ / N/A ___

Additional Completed License Agreement for Outside Vendor: Yes ___ / N/A ___

District Manager Initials: _____

AFTER-HOURS RENTALS ADDENDUM

Please initial by each:

- 1. I acknowledge that if my rental is to take place outside of normal operating hours (currently Monday to Friday _____ to _____; Saturday _____ to _____; and Sunday closed), I must meet with District Staff on the day of the event (or, if the event is to be held on a Sunday, the Saturday before the event) to exchange my Access Card for a temporary rental card and a key to the Amenities.
- 2. The rental card will permit access until 11 p.m. All clean-up must be complete, and all guests must have left the Amenities, by 11 p.m.
- 3. Both the rental card and the door key must be returned to District Staff the next business day following the event, during normal business hours. Any deposit shall be returned upon return of the rental card and door key, subject to any applicable offsets for cleaning, damage, or other costs incurred.
- 4. If the rental card and door key are not returned within three (3) business days following the event, the Applicant's regular Access Card may be suspended until they are returned. In the event that either the rental card or door key is lost, damaged, or stolen, the Applicant may be charged a replacement fee.
- 5. The Applicant acknowledges that he/she is responsible for cleaning up after the rental, making sure all guests leave the Amenities after my rental, and for locking up the Amenities after my rental.

Applicant Signature

Print Name

Date

SECTION VI

REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

Woodland Crossing Community Development District

JULY 15, 2024



SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue,
Suite 1000
Orlando, Florida 32803

SUBMITTED TO

Governmental Management Services - Central Florida, LLC
ATTN: District Manager (District Manager's Office)
219 E. Livingston Street
Orlando, Florida 32801



DEWBERRY ENGINEERS INC.
800 NORTH MAGNOLIA AVENUE, SUITE 1000
ORLANDO, FLORIDA 32803

321.354.9656
WWW.DEWBERRY.COM

May 28, 2024

Woodland Crossing Community Development District
ATTN: Jill Burns
District Manager's Office c/o Governmental
Management Services-Central Florida, LLC
219 E Livingston St., Orlando, FL 32801

RE: Request for Qualifications for Engineering Services for the Woodland Crossing Community Development District

Dear Ms. Jill Burns,

Our firm has put together a strong, focused, and experienced team to deliver each task under this contract efficiently and effectively. Dewberry has served as the District Engineer for over 50 Community Development Districts (CDDs) in Florida, which allows us to provide Woodland Crossing with the unique experience, familiarity, and understanding of the type of services that will be requested.

Our team of technical experts are qualified to meet engineering needs in all anticipated scope areas. **Dewberry is also authorized to do business in the state of Florida in accordance of Florida law.** This team will be led by District Engineer, Rey Malavé, PE who will be Woodland Crossing's primary point of contact throughout the life of this contract. Rey has 39 years of experience serving various CDDs throughout Florida, many of which have long term contracts with Dewberry. Rey will be supported by Assistant District Engineer, Joey Duncan, PE. Joey previously served as the Director of Public Works for the City of Jacksonville, and has experience being the District Engineer on various CDDs, as well as meeting the level of service necessary for the Woodland Crossing CDD.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 350 employees in Florida, allowing us to bring expertise, qualifications, and resources to clients throughout the state. Dewberry's depth of professional resources and expertise touches every aspect of the District's ongoing needs. **Whether the District requires 200 acres or 10,000 acres, we can offer the District a solid team built on past experience to efficiently address the associated scope of work, as well as the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.**

Dewberry currently has no conflicts with any home builder within Woodland Crossing CDD. Although our past history with numerous CDDs speaks for itself, we are committed to proving ourselves as a valuable partner to provide engineering services to the District.

We are currently the Interim District Engineer for Woodland Crossing. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Rey Malavé, PE
Associate Vice President
321.354.9656 | rmalave@dewberry.com

Joey Duncan, PE
Principal Engineer
904.423.4935 | jduncan@dewberry.com

SECTION 1: Standard Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*

Request for Qualifications for Engineering Services for the Woodland Crossing CDD (Sumter County, FL)

2. PUBLIC NOTICE DATE
June 2024

3. SOLICITATION OR PROJECT NUMBER
N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rey Malavé, PE

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER
321.354.9656

7. FAX NUMBER
N/A

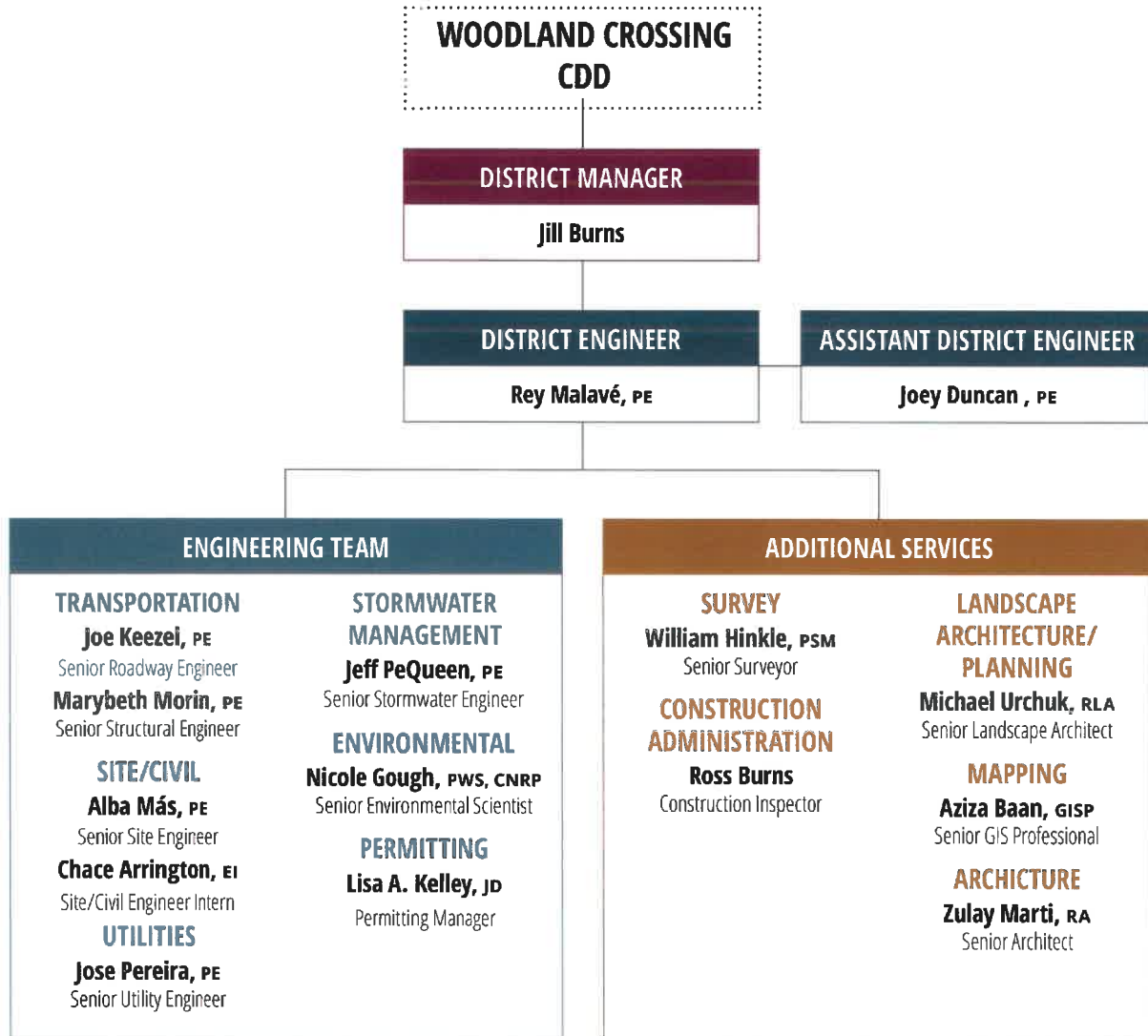
8. EMAIL ADDRESS
rmalave@dewberry.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	800 North Magnolia Avenue, Suite 1000 Orlando, FL 32803	<ul style="list-style-type: none"> • District Engineer • Senior Roadway Engineer • Senior Structural Engineer • Senior Environmental Scientist • Site/Civil Engineer Intern • Senior Surveyor • Senior Landscape Architect • Senior Architect • Permitting
b.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	200 West Forsyth Street, Suite 1100 Jacksonville, FL 32202	<ul style="list-style-type: none"> • Assistant District Engineer • Client Manager • Construction Inspector
c.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1479 Town Center Drive Suite D214 Lakeland, FL 33803	<ul style="list-style-type: none"> • Senior Site Engineer • Senior Stormwater Engineer • Senior GIS Professional
d.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	203 Aberdeen Parkway Panama City, FL 32405	<ul style="list-style-type: none"> • Senior Utility Engineer
e.	<input checked="" type="checkbox"/>			Dewberry Engineers Inc. <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	2610 Wycliff Road, Suite 410 Raleigh, NC 27607	<ul style="list-style-type: none"> • Senior Landscape Architect

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rey Malavé, PE	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 45	b. WITH CURRENT FIRM 44

15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)
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16. EDUCATION <i>(Degree and Specialization)</i> MBA/Business Administration; BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Engineer/FL
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Rey Malavé has 45 years of experience in civil engineering design and a diversified background in the designing and permitting of municipal infrastructure systems. His areas of expertise include stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and designing of numerous large, complex projects for public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Southwest Florida Water Management District (SWFWMD), and other local agencies.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Dowden West CDD (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. Dowden West is an established CDD with multiple phases currently under development and construction. Dewberry is currently assisting the CDD with multiple improvements conveyances from the developer to the CDD and from the CDD to the County. Dewberry is also assisting the water management district in permitting transfers, and the transfer of sewer lift stations to Orange County.</p>			
b.	Westside Haines City CDD (Winter Haven, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida, and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.</p>			
c.	Deer Run CDD (Bunnell, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs, and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities, and street lighting.</p>			
d.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joey Duncan, PE	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">a. TOTAL</td> <td style="width: 50%;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">42</td> <td style="text-align: center;">1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	42	1
a. TOTAL	b. WITH CURRENT FIRM						
42	1						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Jacksonville, FL)							
16. EDUCATION (Degree and Specialization) MS/Engineering Management; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL					

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

Joey brings 42 years of progressive leadership experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. He previously served as Director of Public Works for the City of Jacksonville, the largest city by land mass in the United States. In this role, he oversaw seven divisions responsible for horizontal and vertical public infrastructure across 840 square miles, with a total capital and operating budget of \$1 billion. In 2008, he guided the launch of the Jacksonville Stormwater Utility, which effectively created a new operating division with its own capital improvement plan and \$30 million in revenue. He has also served in varying management roles at JEA, Jacksonville's utility authority, where he notably led the planning, design, and construction of the \$630 million Northside Generating Station Repowering Project, recognized by Power magazine as the 2002 Plant of the Year.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Baymeadows Improvement District (ID) (Duval County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>District Engineer. Baymeadows Improvement Districts an incorporated 580-acre master planned community located on Florida's First Coast in the City of Jacksonville, Florida. As the CDD Engineer for the Improvement District, Dewberry's services include engineering, surveying, permitting, owner coordination with the City's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.</p>			
b.	National Marine Center Drainage Design, Department of Homeland Security (DHS) Customs & Border Control (CBP) (St. Augustine, FL)	2023	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>Engineer of Record. The project consists of a design-build effort to improve the drainage condition for the government buildings within the existing facility. Project includes topographic survey of approximately 10 acres surrounding the facility to ascertain current drainage conditions, demolition, erosion and sediment control plan, site layout plan, civil construction plans and specifications.</p>			
c.	Reuse and Stormwater Improvements (City of Jacksonville Beach, FL)	2023	2021
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>QA/QC and Field Engineer. Project is to increase volume of reuse water used for irrigation from the Jacksonville Beach and minimize/eliminate use of ground water for irrigation. Project includes increase storage volume on several golf course ponds, new irrigation system/layout (golf course) and piping to extend irrigation to other parks.</p>			
d.	Governor's Park Water Treatment Plant, Clay County Utility Authority (CCUA) (Clay County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
<p>CEI QA/QC. This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing and construction services during drilling. The Interim WTP includes design of the well head equipment, aeration, ground storage, high service pumping, flow metering, and disinfection.</p>			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Keezel, PE	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 7

15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)

16. EDUCATION (Degree and Specialization) BS/Environmental Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL
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18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

Joe Keezel has more than 27 years of experience designing major transportation systems and thoroughfares, working primarily on FDOT projects. He has managed several major highway projects, including a capacity project that widened a rural four-lane state highway to an urban six-lane section, replaced twin bridges, and updated drainage, signing, pavement markings, and signals. He was Project Manager for two districtwide contracts and prepared construction documents for more than 10 resurfacing, restoration, and rehabilitation projects ranging from two-lane rural to multi-lane urban. Joe also prepared several designs with limited surveys using as-built plans, right-of-way (ROW) maps and SLD's, and prepared several projects with SMART plans and letter sets, all of which have been constructed with no claims.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
b.	West Villages ID (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
c.	Continuing Engineering Services, Roadway Design, FDOT District Five (Multiple Counties, FL)	2020	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders included intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services included signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
d.	General Engineering Consultant, Central Florida Expressway Authority (CFX) (Multiple Counties, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.		
	<input checked="" type="checkbox"/> Check if project performed with current firm		
e.	Continuing Engineering Services (Volusia County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Transportation Project Manager. Under our continuing services contracts, our services include site/civil engineering, roadway design, trail design, construction administration, environmental/permitting, landscape architecture, signal design, and surveying and mapping.		
	<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 Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 27</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 25</td> </tr> </table>		a. TOTAL 27	b. WITH CURRENT FIRM 25
a. TOTAL 27	b. WITH CURRENT FIRM 25				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Marybeth Morin has 27 years of experience in the structural design of transportation structures. She is responsible for the design and plan production of projects from the preliminary stages to final design. These projects include minor grade separations, water crossings, and interchanges. She has experience in AASHTO and Florida I-Beam girders, precast-prestressed slab units, and steel I-girders. She also has experience in alternatives development, design-build work, and miscellaneous structures. Miscellaneous structures include sign structure, mast arm, noise buffer and retaining wall, box culvert, and strain pole foundation design. Marybeth is responsible for project design, coordination, and plan production.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	2019	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses the existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single-span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run-off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high-level aesthetic result.		
b.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
c.	Wekiva Parkway, Central Florida Expressway (CFX) (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. The Wekiva Parkway (SR 429) is an alignment, high-speed, limited access alignment in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project included bridge structures over the Lake Victor floodplain, a future access road, and Kelly Park Road. A partial cloverleaf interchange was provided at Kelly Park Road. The project included modifications to several local arterials and off-site stormwater management facilities.		
d.	Suncoast Parkway 2, Section 2, FDOT Florida Turnpike Enterprise (Citrus County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. This section of the Suncoast Parkway 2 Project was for the design of a new roadway located from south of Grover Cleveland Boulevard to north of CR 486, a distance of approximately 8.5 miles. This alignment project included a major intersection and several county road crossings traversing through heavily wooded areas, borrow pits, and subdivisions. Marybeth was responsible for bridge design and plans production.		
e.	Big Bend Road at I-75 Interchange Design-Build (Hillsborough County, FL)	2021	2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Senior Structural Engineer. Teamed with Skanska on this \$81M design-build project, which involved the widening and reconstruction of Big Bend Road to a six-lane urban roadway from west of Covington Garden Drive to east of Simmons Loop, realignment and reconstruction of Old Big Bend Road to accommodate new interchange ramp connections with I-75, and construction of a new roundabout at the realigned intersection of Old Big Bend Road and Bullfrog Creek Road.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Alba Más, PE	13. ROLE IN THIS CONTRACT Senior Site Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black;"> a. TOTAL 38 </td> <td style="width: 50%;"> b. WITH CURRENT FIRM 4 </td> </tr> </table>		a. TOTAL 38	b. WITH CURRENT FIRM 4
a. TOTAL 38	b. WITH CURRENT FIRM 4				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Lakeland, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering; BA/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Professional Engineer/FL			

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

Alba has worked in Florida with the public and private sectors on stormwater, water supply, land planning, and development projects. She has significant experience in permitting, design, and project management. Alba worked for 30 years at SWFWMD in the regulatory division starting in the ERP program and culminating as the Division Director for all the District Regulatory Programs. In these roles, she worked on resolution of complex permitting issues and rule development for the ERP and CUP programs as well as reducing review time frames.

19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) McIntosh Park Integrated Water, SWFWMD (Plant City, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;"> PROFESSIONAL SERVICES 2023 </td> <td style="width: 50%; padding: 2px;"> CONSTRUCTION (If applicable) Est. 2026 </td> </tr> </table>		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) Est. 2026
	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) Est. 2026			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm				
Executive Engineer. The McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.					
b.	(1) TITLE AND LOCATION (City and State) Lake Annie Hydrological Restoration Feasibility Study, Polk Co. Parks & Natural Resources (Polk County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;"> PROFESSIONAL SERVICES 2021-Ongoing </td> <td style="width: 50%; padding: 2px;"> CONSTRUCTION (If applicable) N/A </td> </tr> </table>		PROFESSIONAL SERVICES 2021-Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES 2021-Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm				
Executive Engineer. The Dewberry team performed a watershed management study of the Peace Creek Canal. One of the alternatives identified in this report was to divert high flows from the Peace Creek Canal through a series of previously excavated areas to Lake Annie. These excavations could be constructed as created flow-through wetlands to improve habitat and provide water quality treatment while also providing other project benefits, including water storage and increased water levels in Lake Annie to meet the MFL. This project requires land acquisition or conservation easements to allow piped or channelized flow to reach the created wetlands and Lake Annie.					
c.	(1) TITLE AND LOCATION (City and State) Saddle Creek, Polk County Parks and Natural Resources/SWFWMD (Polk County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;"> PROFESSIONAL SERVICES 2020 </td> <td style="width: 50%; padding: 2px;"> CONSTRUCTION (If applicable) N/A </td> </tr> </table>		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm				
Executive Engineer. Dewberry conducted a feasibility study as part of a cooperatively funded project to update Saddle Creek conceptual alternatives based on more recent data and assess potential water quality improvements that can be achieved by developing offline water treatment best management practices (BMPs) within the floodplain. Based on direction from the County, the development of conceptual alternatives needed to rely on gravity and could not contain any mechanical pumping or chemical treatment, two common engineering and scientific approaches to maximizing treatment efficiencies to reduce pollutant loadings.					
d.	(1) TITLE AND LOCATION (City and State) Turnpike Wastewater Treatment Facility Wastewater Capacity Study & Expansion Design, City of Leesburg (Lake County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 2px;"> PROFESSIONAL SERVICES 2023 </td> <td style="width: 50%; padding: 2px;"> CONSTRUCTION (If applicable) Ongoing </td> </tr> </table>		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) Ongoing
	PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) Ongoing			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm				
Executive Engineer. Dewberry provided services to determine the capacity needed for the next twenty years and designed the upgrades needed to accommodate the new capacity. Ms. Más was the lead engineer on the civil design and coordination with the Florida Department of Environmental Protection to obtain an Environmental Resource Permit for the existing and proposed future upgrades.					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Chace Arrington, EI	13. ROLE IN THIS CONTRACT Site/Civil Engineer Intern	14. YEARS EXPERIENCE	
		a. TOTAL 1	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Computer Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Engineer Intern/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Chace specializes in utility engineering with a focus on water and wastewater. He also holds expertise in both civil and electrical work. Prior to joining Dewberry's Utility Management Team, he held positions in computer engineering.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Westside Haines City CDD (Winter Haven, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Site/Civil Engineer Intern. The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida, and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages. Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permitting, recreational facilities, and infrastructure review reports.			
b.	Highland Meadows CDD (Davenport, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Site/Civil Engineer Intern. Highland Meadows is a 263.5-acre master planned, residential community with development of 222 single family units. The community consists of CDD owned roadways, stormwater ponds and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements.			
c.	Deer Run CDD (Bunnell County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Site/Civil Engineer Intern. Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.			
d.	Dowden West CDD (Orange County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Site/Civil Engineer Intern. Dowden West is an established CDD with multiple phases currently under development and construction. Dewberry is currently assisting the CDD with multiple improvements conveyances from the developer to the CDD and from the CDD to the County. Dewberry is also assisting the water management district in permitting transfers, and the transfer of sewer lift stations to Orange County.			
e.	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
Site/Civil Engineer Intern. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services. Dewberry assisted the district in instituting a proactive program for infrastructure inspection and repair to mitigate the rising cost of performing emergency repairs caused by a reactive approach.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jose Pereira, PE	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 35	b. WITH CURRENT FIRM 31
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Panama City, FL)			
16. EDUCATION (Degree and Specialization) MS/Environmental Engineering; BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL	

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

Jose Pereira has 35 years of professional experience in the field of environmental engineering, including the design of water treatment and wastewater collection, pumping, and treatment facilities; pilot-scale and laboratory-scale treatabilities studies; and water and wastewater wet chemistry analysis. He has been actively engaged in the planning, design, construction engineering, and start-up services for numerous municipal wastewater treatment collection, pumping, and treatment systems. Many of these facilities have included innovative treatment processes such as nitrification, de-nitrification, bio-selectors, and other biological nutrient removal. To accommodate new developments, Jose has planned and designed entire wastewater collection systems that have included interceptor sewers up to 72-inches in diameter, wastewater pumping facilities, and in-system flow equalization storage basins as large as 16 million gallons.

19. RELEVANT PROJECTS

#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Lakewood Ranch is an unincorporated 17,500-acre community in Manatee County. Established in 1995, there is an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with the City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	West Villages ID (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Highway 390 Water/Wastewater Relocation (Panama City Beach, FL)	2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. The Panama City Water and Wastewater System Relocation Project included the relocation of the city-owned utilities that conflicted with the proposed improvements to tie into the proposed utilities for the FDOT Highway 390 Widening Project. The City was required to relocate its water and wastewater infrastructure due to the FDOT Highway 390 widening project. The project included the installation of approximately 4,400 linear feet (LF) of 12-, 8-, 6- and 2-inch water mains, fire hydrants, valves, fittings, and new potable water services.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	Wastewater Improvements (Parker, FL)	2017	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Dewberry worked with the City of Parker to inspect the city's existing wastewater system's condition and identify areas that required upgrades and replacement. Dewberry prepared a Facilities Plan with recommendations, projected costs, and priorities for improvements and assisted the City in securing funds through the SRF. The work consisted of design for approximately 7,000 LF of sewer force main replacement, 2,450 LF of directional bores, lift station upgrades, and manhole rehabilitation.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jeff PeQueen, PE, CFM	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 32	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Lakeland, FL)			
16. EDUCATION (Degree and Specialization) MS/Biomedical Engineering; MEE/Environmental Engineering; BS/Physics		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL/AL/GA/MD/PA; Certified Floodplain Manager/FL; Certified Professional Stormwater Quality/FL	

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

As a senior professional engineer, Jeff has more than 32 years of experience in site and civil engineering. His extensive experience includes stormwater analysis and design of commercial, industrial, and residential sites including both retrofits and original design and development. His project experience ranges from individual storm sewer design to regional watershed studies. Jeff has provided on-call services for both Polk County Parks and Natural Resource and Roads & Drainage Departments, as well as a long history servicing the City of Lakeland. He has managed jointly funded projects between SWFWMD, municipalities, and surrounding counties. Further experience includes engineering and production services for assessing existing structures, proposed road improvements, proposed drainage improvements, permitting support, construction support, and as-built services for the right-of-way improvements.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	McIntosh Park Integrated Water, Detailed Design Plans, SWFWMD (Plant City, FL)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Engineer. Provided technical assistance on the McIntosh Integrated Water Project at McIntosh Preserve expands upon a previous SWFWMD project and provides the beneficial reuse of reclaimed water in lieu of surface water discharge. The project includes 172 acres of multi-purpose constructed treatment wetlands. To address the dehydration experienced by the original treatment wetland and increase treatment, this project reconfigures the original wetland cells, adds additional treatment wetlands, and includes the addition of highly treated reclaimed water for hydration of some of the wetlands. The new wetlands cells receive supplemental, make-up water from Plant City's reclaimed water system during dry periods.		
b.	Cypress Creek, Conceptual Enterprise Resource Planning (ERP), Tampa Bay Water Authority (Pasco County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Engineer. Provided technical assistance on this project which included Water Management Plan, and the Development of a Master Drainage Plan, including a detailed existing and proposed conditions model, to obtain a comprehensive for the 62-acre facility.		
c.	American Recovery Plan (ARPA) Lake Annie, Polk County Parks and Natural Resources (Polk County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Engineer. Providing lead civil and stormwater engineering to project to enhance, improve and restore a former peat mining property into a high quality wetland providing water quality and wildlife benefits. Site was identified under an earlier study as one with high potential to assist in the overall Peace Creek Watershed Restoration.		
d.	ARPA Lake Hamilton, Polk County Parks and Natural Resources (Polk County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Senior Engineer. Providing lead civil and stormwater engineering to project to enhance, and improve approximately 86 acres on the west shore of Lake Hamilton. The project is near to the headwater of the Peace Creek Canal and will include environmental enhancement, wetland creation, water quality improvement and habitat creation on two currently undeveloped parcels. Site was identified under an earlier study as one with high potential to assist in the overall Peace Creek Watershed Restoration.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS, CNRP	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE	
		a. TOTAL 26	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Wetland Scientist/FL; Certified Prescribed Burn Manager/FL; Certified Pesticide Applicator/FL; Certified Stormwater Management Inspector; Railroad Worker's Safety Certified; Federal Red Card	

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

Nicole Gough has 26 years of experience in project management related to ecological evaluation, planning, permitting, and oversight of regional transportation and infrastructure projects, large agricultural projects, and land development. Nicole previously served as a wetlands biologist and regulatory reviewer for both the SFWMD and SJRWMD. While working with both private and public entities, Nicole has garnered extensive permitting experience in all aspects of federal, state, and local permitting, including the National Pollutant Discharge Elimination System (NPDES). Additional expertise includes threatened and endangered species surveys, wetland determinations, biology, botany, conservation biology, ecology, emergency management, Endangered Species Act compliance for Letter of Map Revision (LOMR)/Conditional Letter of Map Revision (CLOMR), GIS data collection and mapping, preparation of technical specifications and contract documents, and stakeholder coordination/facilitation.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Narcoossee CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. The Narcoossee CDD is located in Orlando, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres and will construct, operate, and maintain infrastructure to support all of its communities. As the CDD Engineer, our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Environmental Scientist. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	Walton Development, Ridgewood Lakes (Polk County, FL)	2013	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Senior Environmental Scientist. Ridgewood Lakes is a proposed community of over 3,200 acres located in northeast Polk County, Florida, off US 27 and Interstate 4 and within the District's boundaries. The development plan was designed based on careful analysis of natural site features, including soils, topography, vegetation, and hydrology, with special consideration for wetlands and the preservation of existing ecosystems.		<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 Lisa A. Kelley, JD	13. ROLE IN THIS CONTRACT Permitting Manager	14. YEARS EXPERIENCE	
		a. TOTAL 28	b. WITH CURRENT FIRM 2
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) JD/Barry University School of Law; BS/University of West Florida Environmental Resources Management and Planning		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Licensed Attorney State Bar/FL	

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

Lisa is a subject matter expert in regulatory compliance and environmental policy. She serves as a Department Manager at Dewberry where she is responsible for efforts related to business development, policy and legislation, project funding, environmental permitting, and natural systems restoration. Lisa has worked on environmental projects in Florida for almost 30 years and is experienced in leading state and federal regulatory compliance programs, including Florida's Lead and Copper program. Her experience also includes serving as the Assistant Executive Director of the SJRWMD and the Assistant District Director for the Central District of the FDEP. During this time, she developed a deep understanding of the unique parameters and challenges presented by regulatory requirements.

19. RELEVANT PROJECTS			
#	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Cascades at Groveland CDD (Groveland, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Permitting Manager. Dewberry is the CDD engineer for the Cascades at Groveland, a 752-acre master planned, residential community located in Groveland in Lake County. In addition to aiding the CDD with engineering expertise as required, our services under ongoing general engineering contracts have included a utilities master plan, obtaining entitlements and approvals for infrastructure, mass grading, design and permitting of water and sanitary sewer lines, securing bonds for the drainage system, design and construction of new roadways, and improvements to existing roadways.		
b.	Highland Meadows CDD (Davenport, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Permitting Manager. Highland Meadows is a 263.5-acre master planned, residential community. The development is approved as a planned development for 222 single-family unit community. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community. Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.		
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Permitting Manager. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. There is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		
d.	Narcoossee CDD (Orlando, FL)	2013	2017
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Permitting Manager. The Narcoossee CDD is located in Orlando, Florida and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. As the CDD Engineer, our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME William Hinkle, PSM	13. ROLE IN THIS CONTRACT Senior Surveyor	14. YEARS EXPERIENCE	
		a. TOTAL 43	b. WITH CURRENT FIRM 16
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> N/A		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Professional Surveyor and Mapper/FL	

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

William Hinkle, a Transportation Survey Project Manager with Dewberry, has over 43 years in various types of surveying and mapping, including over 19 years with FDOT in District One. His experience includes right-of-way maps, right-of-way control maps, mitigation site surveys, geodetic surveys, design surveys, right-of-way surveys, subsurface utility engineering surveys, and horizontal and vertical control, including utilization of electronic field book, topographic, and construction surveying. William served as District One's Location Surveyor for six years, where his responsibilities included managing three to four District-Wide Surveying and Mapping Contracts, planning, scheduling, supervising, and quality control of 45 plus or minus projects yearly of various right-of-way and design surveys. He supervised and coordinated assignments of the Survey Department's Electronic Survey section and the engineering/land surveying assignments of two to four Department field survey crews.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Dowden West CDD (Orlando, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Survey Manager. Dowden West is a 736-acre master planned residential community consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Survey Manager. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master up-sizing agreements, and construction administration.		
c.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Sarasota and Manatee Counties, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Survey Manager. Lakewood Ranch is an unincorporated 17,500-acre community in Sarasota and Manatee County. Established in 1995, there is an 8,500-acre master planned community within the ranch, consisting of seven villages with a variety of housing types and five CDDs. It contains A-rated schools, shopping, business parks, a hospital and medical center, and three different golf courses, as well as an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trails, community parks, lakes, and nature preserves abundant with native wildlife. As District Engineer, our services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City/County, and approval of all development and construction activities.		
d.	West Villages ID (Sarasota County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE		<input checked="" type="checkbox"/> Check if project performed with current firm
	Survey Manager. The West Villages Improvement District is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Ross Burns	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE	
		a. TOTAL 3	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Jacksonville, FL)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Ross has three years of experience in planning and design of site engineering for industrial parks, commercial, municipal, and residential developments. Specializes in water and wastewater design from inception to construction. Duties include the preparation of construction plans, specifications, construction cost estimates, and construction administration/observation. Responsible for the preparation and submittal of construction and operating permit applications to state and federal regulatory agencies.

19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Water Transmission (Gulf County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer. This project is to provide potable water supply to serve the Gulf County area. The project includes design and construction of 18-inch and 12-inch transmissions mains, a 1.0 million gallon pre-stressed ground storage tank, a chemical feed system, and a high service distribution pump station. This includes design of the ground storage, high service pumping, flow metering, and disinfection.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Governor's Park Water Treatment Plant, Clay County Utility Authority (CCUA) (Clay County, FL)	2023	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer/Construction Inspector. This fast-track project is to provide potable water supply and treatment to serve new development in the county near Green Cove Springs. The project includes design and construction of two 20-inch water supply wells rated for 1,770 gpm each, with modification of the existing Consumptive Use Permit, aquifer performance testing and construction services during drilling. The Interim WTP includes design of the well head equipment, aeration, ground storage, high service pumping, flow metering, and disinfection.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Regulatory Compliance Surface Water Discharge Elimination (City of Jacksonville Beach, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer/Construction Inspector. This scope of services updates the existing reuse master plan and identifies beneficial reuse alternatives for the City to achieve compliance with Florida's Senate Bill 64, which requires the elimination of non-beneficial surface water discharges from domestic wastewater facilities by 2032.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	COJB PCP Permit Renewal (City of Jacksonville Beach, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Construction Inspector. Conducted a field site visit to evaluate the physical condition of the the facility. Evaluated treatment efficiencies and identified performance trends. Evaluated the Operations and Maintenance program and identified problems, treatment deficiencies and corrective actions. Produced an Operation and Maintenance Performance Report to submit with the permit renewal application.		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	CDBG-DR Mitigation Engineering (City of Bristol, FL)	2023	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Project Engineer. Served as project engineer for the development of construction drawings and technical specifications for 1,640 LF of 6" water main, including isolations valves and fire hydrants. Design of approximately 1,640 LF of 6" PVC AAWA C900, DR 18 water main and associated isolations valves, fire hydrants to replace existing 2" galvanized steel pipe. The new 6" water line will improve water supply and reliable pressure to existing customers and as well as future users along Clay Street 900 watermain. The plans were completed in September 2023 and FDEP permit obtained soon after.		<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 person.)

12. NAME Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 33	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Dewberry Engineers Inc. (Raleigh, NC)			
16. EDUCATION <i>(Degree and Specialization)</i> BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Registered Landscape Architect/FL	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			

Michael Urchuk has 33 years of experience and has a varied background in landscape architecture and planning. As a Project Manager, he is responsible for coordination across design disciplines and acts as a liaison between the owner, design team, and contractor. He is also responsible for coordinating design efforts and project submittals. Michael's experience as a landscape architect includes retail office, residential, mixed-use, streetscapes, and recreational uses, as well as hardscape and irrigation design. Hardscape designs include corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Michael also provides construction administration services on multiple levels including shop drawings and RFI reviews, field reports, final punch lists, and on-site project coordination meetings.

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(if applicable)</i>	
Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A	
a. Landscape Architect. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm		
VillaSol CDD (Osceola County, FL)	Ongoing	N/A	
b. Landscape Architect. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services. Dewberry assisted the district in instituting a proactive program for infrastructure inspection and repair to mitigate the rising cost of performing emergency repairs caused by a reactive approach.	<input checked="" type="checkbox"/> Check if project performed with current firm		
Narcoossee CDD (Orlando, FL)	Ongoing	Ongoing	
c. Landscape Architect. The Narcoossee CDD is located in Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. Michael worked on the expanding of existing decorative walls along Dowden Roadway, as well as landscaping review.	<input checked="" type="checkbox"/> Check if project performed with current firm		
Lancaster Park East (St. Cloud, FL)	Ongoing	N/A	
d. Landscape Architect. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, Federal Emergency Management Agency (FEMA), CLOMR, and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm		
Roadway Operations Facility, CFX (Orlando, FL)	Ongoing	N/A	
e. Landscape Architect. As the General Engineering Consultant to CFX, Dewberry has provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 square foot office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 square feet, and a laydown yard.	<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 Aziza Baan, GISP	13. ROLE IN THIS CONTRACT Senior GIS Professional	14. YEARS EXPERIENCE	
		a. TOTAL 17	b. WITH CURRENT FIRM 1
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Lakeland, FL)			
16. EDUCATION (Degree and Specialization) BS/Environmental Science		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Geographic Information Systems Professional/FL	

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

Aziza serves as a GIS lead and a water resources geospatial scientist with 16 years of experience. She manages GIS tasks and is proficient in working with GIS in environmental, water resources, and civil disciplines. She specializes in stream and wetland restoration planning and design, watershed modeling, geospatial database design, mobile applications, floodplain mapping, mining reclamation, land use planning, environmental permitting, environmental risk assessments, terrain processing, and spatial and volumetric analysis. Her software proficiency includes ArcGIS Advanced, ArcGIS PRO, ArcHydro, ArcGIS Collector, ArcGIS Online, Survey123, Trimble GPS, X-Tools, ET Geowizards, CrossView, Feature Analyst, Microsoft Access, Sigma Plot, and MIKE 11 GIS. Aziza has also provided GIS training staff of various GIS experience levels.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	Continuing Services (Volusia County, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Lead. Under our continuing services contract, Dewberry provides site/civil engineering, roadway design, trail design, coastal design services, construction administration, environmental/permitting service, landscape architecture, signal design, and surveying and mapping.		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	Lakewood Ranch, Stewardship District (Sarasota and Manatee County, FL)	2023	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Lead. Dewberry is currently performing engineering services for the Lakewood Ranch Stewardship District. Our services include engineering, surveying, and construction administration. These services include the design, permitting, and construction administration of over two miles of roadway.		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	Cypress Creek Master Drainage Plan, Tampa Bay Water Authority (Wesley Chapel, FL)	Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Lead. Development of a master drainage plan including a detailed existing and proposed conditions model, to obtain a comprehensive ERP for the 62-acre facility.		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	NeoCity Property Development (Osceola County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Lead. This ±540-acre institutional and commercial development serves as a regionally significant surface water reservoir system for water detention, treatment, and re-use to service the surrounding urbanized area. Dewberry is responsible for leading the permitting of the development from pre-design surveys through securing permits including authorization to impact over 225 acres of USACE jurisdictional wetlands, and an additional 4 acres previously utilized for USACE wetland mitigation. Protected Species coordination involved snail kite, wood stork, indigo snake, Audubon's crested caracara and gopher tortoise.		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	West Villages Improvement District (Sarasota County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE GIS Lead. Dewberry acts in the general capacity of District Engineer and provides the District engineering services including but not limited to attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring the District projects; overseeing construction and/or acquisition activities; preparation of certifications, documents, and reports in furtherance of District engineering activities.		<input checked="" type="checkbox"/> Check if project performed with current firm

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Zulay Marti, RA	13. ROLE IN THIS CONTRACT Senior Architect	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BArch/Architecture; MA/Special Education, Assessment and Curriculum		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Architect/FL, GA, MD, VA	

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

Zulay is an experienced Senior Architect and Project Manager with extensive knowledge in building design, space planning, construction drawings, and construction administration. Throughout her 16-year architectural career, she has gained extensive experience in the coordination of simultaneous projects, direct client interaction, team scheduling, quality control, on-time project delivery, and construction administration. She approaches each project with a focus on aesthetics, functionality, cost and engineering as a whole. Zulay is a design professional experienced in Criminal Justice, Federal and State project building typologies in both secure and non-secure environments. Other areas of specialization include: Transportation: Executive Airport Hangars; Retail: Shopping Centers; Dining: Fast food services, ice cream parlors, restaurants with commercial kitchens; and, Wellness: Gyms.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	A/E Term Contract for Vertical Construction Projects (Volusia County, FL)	Ongoing	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Continuous contract providing professional architectural and engineering task assignments for vertical construction projects. Contract #RSQ No. 20SQ-78SR. Professional disciplines include architecture, engineering, landscape architecture, and scope includes the preparation of schematic design, design documents, construction documents, construction administration, bid documents and project close out. Currently building dorms designed for the correctional facility which will be done at the end of 2024 (VCBJ West Wing Dorms).		
b.	Public Safety Facility (Casselberry, FL)	Ongoing	2023
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Dewberry is providing architecture, interior design, landscape, and civil design, permitting, and construction administration services for the development of the Casselberry Public Safety Facility. The 25,900 SF, hurricane-hardened public safety command center will feature staff sleep quarters, fitness room and lockers, a media room, a community meeting room open to the public and other organizations, evidence processing and storage space, an incident command center, and training rooms. The design team was asked to develop an overall master plan the City's future Police Station with future expansion capabilities along with the future Seminole County Fire Station on the same project site. The master plan was developed to include phased construction, shared vehicular circulation, and other site amenities including garbage enclosures, stormwater retention, and monument signage.		
c.	Headquarters Safe Room, Gulf Coast Electrical Cooperative (Gulf County, FL)	2022-Ongoing	Est. 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Dewberry is providing architecture and civil engineering for the hurricane safe room for Gulf County Electrical Cooperative in the Panhandle. The facility will feature a command center for field personnel to be deployed after a storm event. It will also incorporate an incident command center for Gulf County that will act as a remote emergency operation center. Redundancy will be built into HVAC potable water and electrical systems. The facility is designed to withstand a Category 4 hurricane.		
d.	West Villages Improvement District (Sarasota County, FL)	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm GIS Lead. Dewberry acts in the general capacity of District Engineer and provides the District engineering services including but not limited to attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring the District projects; overseeing construction and/or acquisition activities; preparation of certifications, documents, and reports in furtherance of District engineering activities.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION *(City and State)*

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jill Burns, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

Dowden West is a 736.28-acre master planned residential community with 1,446 residential units located in the City of Orlando. The development is 10 villages within the approved planned development for Starwood, which encompasses approximately 2,558 acres and is entitled to 4,400 residential units.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems, in addition to master stormwater modeling for an approximately 6,500-acre watershed for the Dowden West CDD. This modeling was used for both stormwater management design and FEMA floodplain determination.

Other services include landscape architecture design for the common open spaces and community parks, the design of community roads that also include the extension of the four-lane Dowden Road through the community, boundary surveys, topographic surveys, tree surveys, and other additional surveys, as needed.

- **CONSULTANT FEES TO DATE**
\$500,000

- **SERVICES**
Boundary Surveys
Environmental/Permitting
Landscape Architecture
Roadway Design/Improvements
Stormwater Management
Topographic Surveys
Tree Surveys
Utility Design



NATURE TRAIL S/W VILLAGE N-1A.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION *(City and State)*

Lakewood Ranch CDD (1, 2, 4, 5, & 6) (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lakewood Ranch CDD

b. POINT OF CONTACT NAME

Steve Zielinski, Director of Finance

c. POINT OF CONTACT TELEPHONE NUMBER

941.907.0202 x 229

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

Lakewood Ranch is an unincorporated 31,000-acre master planned community located on Florida's Gulf Coast in Sarasota and Manatee Counties, established in 1995. The five CDDs we serve cover an 8,500-acre community within the larger Lakewood Ranch Development. The overall development contains A-rated schools, shopping, business parks, a hospital and medical center, golf courses, athletic centers, aquatics, and lighted tennis courts.

As the CDD Engineer for the five CDDs, Dewberry's services include engineering, surveying, permitting, owner coordination with the County's review, and approval of construction activities. Dewberry's services also include rehabilitation on landscaping, water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, reviews and upgrades, coordination of traffic issues including signalization with County officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

- **CONSULTANT FEES TO DATE**
\$906,730

- **SERVICES**

- Civil Engineering
- Compliance Monitoring
- Construction Estimates and Administration
- Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies
- Design Evaluations and Analysis
- Drainage/Stormwater Management
- Monthly Board Meeting Attendance
- Permitting
- Planning
- Surveying
- Utilities



OVERVIEW OF LAKEWOOD RANCH ADMINISTRATION BUILDING AND COMMUNITY FACILITY.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a.	Dewberry Engineers Inc.	Sarasota, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

3

21. TITLE AND LOCATION (City and State)

Narcoossee CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jason Showe, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

The Narcoossee CDD is located within the City of Orlando in Orange County, Florida and consists of approximately 416 acres. The project has been developed with 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. The Narcoossee CDD encompasses the entire 416 acres. We provide services as needed for the operation and maintenance of the infrastructure of the District as well as any construction activities relating to improvements and/or repairs. Our efforts include the providing of evaluation of the yearly stormwater management systems, landscaping facilities, such as walls and plantings, roadway evaluations for maintenance, and restoration within the community and district.

Dewberry is the CDD Engineer for this project. Our services include engineering evaluations, owner coordination with the City of Orlando and Orange County, and approval of all development and construction activities within the district. We also provide input as needed within the budgeting process for any repairs and maintenance issues.

- **CONSULTANT FEES TO DATE**
\$475,000

- **SERVICES**
Civil Engineering
Construction Administration
Development Planning
Infrastructure Review Reports
Landscape Architecture
Permitting
Stormwater Monitoring and Permit Compliance Reports
Surveying



VIEW OF RESIDENTIAL STREET.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

4

21. TITLE AND LOCATION (City and State)

Deer Run CDD (Bunnell, FL)

22 YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Darrin Mossing, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

Dewberry serves as the current District Engineer for this +/- 602-acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors.

Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities, water and sewer systems and facilities, roads, landscaping, recreational facilities and street lighting, and other community infrastructure provided by the District, as authorized in Chapter 190 F.S. Affiliated projects are to include engineering contract management and inspection services during construction.

Dewberry completed an irrigation system analysis to evaluate the system's hydraulic ability to provide additional irrigation zones. Also, on behalf of the CDD, Dewberry was able to address and resolve compliance coordination with the St. John's River Water Management District. Additionally, Dewberry prepared a planting plan and a vegetation management plan for conservation easement maintenance and restoration.

- **CONSULTANT FEES TO DATE**
\$120,000
- **SERVICES**
 - Community Infrastructure
 - Construction Administration
 - Cost Estimates
 - Landscaping
 - Planning
 - Recreational Facilities
 - Reports and Plans
 - Roadway Design
 - Street Lighting
 - Surveying Designs
 - Water Management Systems and Facilities
 - Water and Sewer Systems



COMMUNITY NATURE TRAIL BY THE COMMUNITY CENTER.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

5

21. TITLE AND LOCATION (City and State)

West Villages Improvement District (Sarasota County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

William Crosley, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

941.244.2805

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

The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The overall ID contains schools, shopping, business parks, a hospital and medical center, golf courses, athletic centers, and aquatics.

As the District Engineer for the ID, Dewberry's services include engineering, surveying, permitting, owner coordination with the District's development review, and approval of construction activities. Dewberry's services also include design of all district owned irrigation improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, reviews and upgrades, coordination of traffic issues including signalization with County and or FDOT officials, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

Additional engineering services may include attendance at Board, staff, and other meetings; participation in the District's issuance of new and maintenance of existing financing; monitoring District projects; overseeing construction and acquisition activities; preparation of certifications, documents, and engineer's reports in furtherance of District engineering activities; and providing other engineering services as may be authorized by the Board.

- **CONSULTANT FEES TO DATE**
\$1,058,231.97

- **SERVICES**

- Water and Sewer Facilities and Infrastructure
- Stormwater Management and Drainage Facilities and Infrastructure
- Roadways
- Signalization improvements
- Recreational Facilities
- Park improvements
- Governmental Facility Improvements
- Landscape/Hardscape Design
- Signage
- Environmental Services



ENTRANCE MONUMENT SIGN ALONG WEST VILLAGES BOULEVARD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer
b.	Dewberry Engineers Inc.	Sarasota, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION <i>(City and State)</i> VillaSol CDD (Bunnell, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Governmental Management Services	b. POINT OF CONTACT NAME Jason Showe, District Manager	c. POINT OF CONTACT TELEPHONE NUMBER 407.841.5524 x 105
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

VillaSol CDD is located in Osceola County which is just minutes from the Orlando International Airport, area attractions, and theme parks, and offers amenities like no other community in the area.

Nestled along Boggy Creek, residents have access to a boat dock where they can travel down to East Lake Toho. Resort-style amenities include a tennis court, basketball court, clubhouse, pool, and soft gate with a guard house.

Some of Dewberry's specific assignments for this project include planning, preparing reports and plans, designs and specifications for water management systems and facilities, as well as, water and sewer systems and facilities, roads, landscaping, recreational facilities and street lighting, other community infrastructure provided by the District, as authorized in Chapter 190 F.S., and affiliated projects to include engineering contract management and inspection services during construction.

Dewberry completed the design and implementation of a new guard house which included architecture, landscape architecture, structural analysis, and civil engineering design. Also, Dewberry is implementing a CDD inspection and rehabilitation program of the stormwater system to identify and repair defects in the stormwater conveyance system. Additionally, Dewberry conducted a pavement evaluation study to prioritize and assist the CDD in financial planning for resurfacing needs.

- **COST** \$375,000 (Consultant Fees to Date)
- **SERVICES**
 - Community Infrastructure
 - Construction Administration
 - Cost Estimates
 - District Board Meetings
 - Landscape Architecture
 - Planning
 - Recreational Facilities Design
 - Reports and Plans
 - Roadway Design
 - Street Lighting Design
 - Surveying
 - Water Management Systems and Facilities
 - Water and Sewer Systems



TOWNHOMES WITHIN THE COMMUNITY.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Dewberry Engineers Inc.	(2) FIRM LOCATION <i>(City and State)</i> Orlando, FL	(3) ROLE District Engineer
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F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)

Baymeadows Improvement District (Duval County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rizzetta Company

b. POINT OF CONTACT NAME

Lesley Gallagher, Agent's Custodian of Public Records

c. POINT OF CONTACT TELEPHONE NUMBER

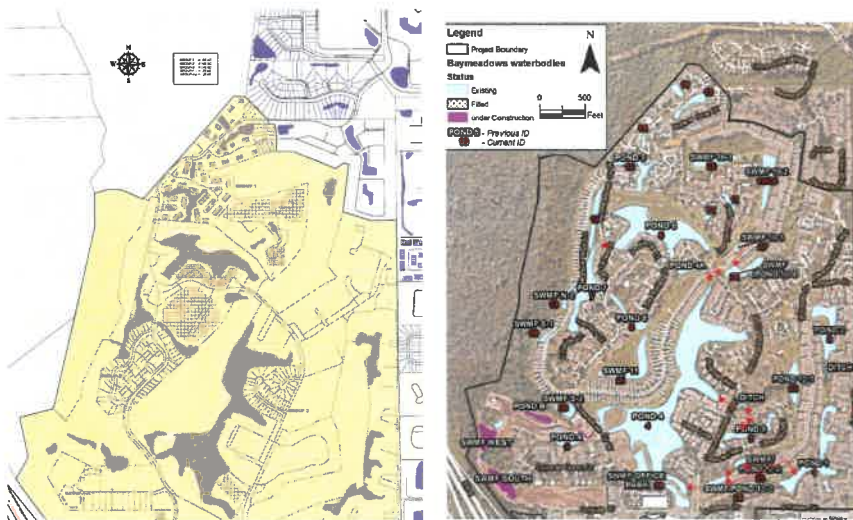
904.436.6237

Baymeadows ID an incorporated 580-acre master planned community located in Jacksonville. The Improvement District we serve covers an existing neighborhood that was developed in 1968 as a golf course community. Those golf courses are now gone; however, the community still provides maintenance and improvement services for its existing roadways, stormwater systems, and facilities. The overall development contains commercial areas, business parks, old golf courses, and residential communities.

As the CDD Engineer for the Improvement District, Dewberry's services include engineering, surveying, permitting, owner coordination with the City's review, and approval of construction activities. Dewberry's services also include water and wastewater improvements and upgrades, roadway and storm sewer redesign and repair, stormwater inspections, review and upgrades, coordination of traffic issues, oversight of other engineers, assistance with bidding, contractor selection, construction oversight, pay application review, and final project certification and closeout.

Dewberry's first task was to work with Baymeadows Board's stormwater committee to map the community's stormwater system (ponds, collection & out falls), and prepare a maintenance and repair budget (Operations and Capital). This involved engineering field work, GIS services, and estimating services. Dewberry has also has attended board meetings (at the request of the committee) to give engineering opinions on various issues such as acceptance of a developer's turnover of ownership of additional stormwater systems.

- **CONSULTANT FEES TO DATE**
\$10,000
- **SERVICES**
Civil Engineering
Compliance Monitoring Construction
Estimates and Administration
Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies Design
Evaluations and Analysis Drainage/
Stormwater Management Monthly Board Meeting Attendance Permitting
Planning
Surveying
Utilities



SERVICES FOR BAYMEADOWS ID INCLUDED THE DEVELOPMENT OF PLANS AND GIS MAPS.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer
b.	Dewberry Engineers Inc.	Jacksonville, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION *(City and State)*

Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

Jill Burns, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 x 115

Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. A 42,000+ square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing.

In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' ROW is master planned to be a four lane divided major collector road in the future.

We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which also includes golf cart paths and golf cart path crossings at the updated intersection.

Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main, along with five sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree ROW.

- **CONSULTANT FEES TO DATE**
\$2.1 million

- **SERVICES**
Assistance with the City Master Upsizing Agreements
Civil Engineering
Construction Administration
Entitlements
Environmental/Permitting
Landscape/Hardscape Design
Maintenance of Traffic Planning
Planning
Signal Design
Surveying



RESIDENTIAL VIEW OF LIVE OAK LAKE CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME

Dewberry Engineers Inc.

(2) FIRM LOCATION *(City and State)*

Orlando, FL

(3) ROLE

District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)

Westside Haines City CDD (Winter Haven, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jill Burns, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 x 115

The Westside Haines City CDD is 613.43 acres located in Winter Haven, Florida. The District currently contains approximately 613.43 acres and is expected to consist of 2,752 residential lots of various sizes for single-family lots and townhome lots with recreation/amenity areas, parks, and associated infrastructure for the various villages.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, permitting, roadway design, stormwater monitoring, permits, recreational facilities, and infrastructure review reports.

- **CONSULTANT FEES TO DATE**
\$44,500
- **SERVICES**
 - Civil Engineering
 - Permitting
 - Roadway Design
 - Stormwater Monitoring and Permit
 - Recreational Facilities
 - Infrastructure Review Reports



HOMES WITHIN THE WESTSIDE HAINES CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
a.	Dewberry Engineers Inc.	Orlando, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION *(City and State)*

Highland Meadows CDD (Polk County, Davenport, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION *(If applicable)*
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Tricia Adams, District Manager

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

Highland Meadows is a 263.5-acre master planned residential community located in the city of Davenport. The development is approved as a planned development for a 222 single-family unit community. The CDD is located on the south side of County Road 547 - Holly Hill Road and the north side of Olsen Road. The community consists of CDD owned roadways, stormwater ponds, and conservation areas. Dewberry has provided services to the District in the review and repair of roadways, stormwater systems, street signage, and landscape architecture improvements. We have assisted in the bidding and construction of the many infrastructure facilities within the community.

Dewberry is the CDD Engineer for this project. Our services include civil engineering, construction estimates and administration, coordination of environmental, jurisdictional lines and permitting, due diligence, permitting, planning, landscaping plans, and surveying.

• **CONSULTANT FEES TO DATE**

Engineering Fee: \$120,000
Estimated Construction Cost: To be determined. Gov't is evaluating alternatives.

• **SERVICES**

- Civil Engineering
- Construction Estimates and Administration
- Coordination of Environmental Jurisdictional Lines and Permitting
- Due Diligence
- Permitting
- Planning
- Landscaping Plans
- Surveying



VIEW OF THE RESIDENTIAL AREA IN HIGHLAND MEADOWS CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
	Dewberry Engineers Inc.	Orlando, FL	District Engineer

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Rey Malavé, PE	District Engineer	●	●	●	●	●	●	●	●	●	●
Joey Duncan, PE	Assistant District Engineer							●			
Joe Keezel, PE	Sr. Roadway Engineer		●			●					
Marybeth Morin, PE	Sr. Structural Engineer		●						●		
Alba Más, PE	Sr. Site Engineer				●	●					
Chace Arrington, EI	Site/Civil Engineer Intern	●			●	●	●			●	●
Jose Pereira, PE	Sr. Utility Engineer		●			●					
Jeff PeQueen, PE, CFM	Sr. Stormwater Engineer										
Nicole Gough, PWS, CNRP	Sr. Environmental Scientist Survey Manager		●	●	●	●	●		●	●	
Lisa A. Kelley, JD	Permitting Manager		●	●		●			●	●	●
William Hinkle, PSM	Senior Surveyor	●	●			●			●		
Ross Burns	Construction Inspector										
Michael Urchuk, RLA	Sr. Landscape Architect			●	●	●	●	●	●		
Aziza Baan, GISP	Sr. GIS Professional	●	●			●			●		
Zulay Marti, RA	Sr. Architect										

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NO.	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Dowden West CDD	6	VillaSol CDD
2	Lakewood Ranch CDD	7	Baymeadows ID
3	Narcoossee CDD	8	Live Oak Lakes CDD
4	Deer Run CDD	9	Westside Haines CDD
5	West Villages ID	10	Highland Meadows CDD

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

FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 60 locations and over 2,500+ professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry's local Orlando office includes 120 people, with 15 office locations and over 350 employees across Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Alternative delivery
- Architecture
- Building engineering
- Disaster response and emergency management
- Energy services
- Environmental services
- Geospatial services
- Mechanical, electrical, and plumbing services
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

Relevant Experience

The absolute best predictor of future success is past performance, and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

Our local leadership team has planned, funded, constructed, and maintained projects in and around Orlando for over 40 years. **Serving as District Engineer is Rey Malavé, PE.** Rey has 41 years of experience in civil engineering and a diversified background in the design and permitting of infrastructure systems, including public facilities, utility systems, office buildings, commercial developments, recreational facilities, and industrial developments. He has extensive experience with permitting agencies, including FDEP, FDOT, Florida Water Management Districts, and other local agencies. **He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.**

Serving as Assistant District Engineer is Joey Duncan, PE. Joey brings 42 years of progressive leadership experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. Joey will collaborate with the District Manager, attorneys, and board of directors to identify the needs of the District, provide expert technical information to facilitate problem solving and decision making by the DM and BOD. Technical and professional tasks will be clearly stated, schedule and budget finalized, and any risks to project cost or schedule will be communicated expediently to solicit feedback and ensure clear communication and quality deliverables. **He previously served as Director of Public Works for the City of Jacksonville, the largest city by land mass in the United States.** In this role, he oversaw seven divisions responsible for horizontal and vertical public infrastructure across 840 square miles, with a total capital and operating budget of \$1 billion.

DEWBERRY HAS SERVED OVER 50 CDDS IN FLORIDA.

The following CDD projects are representative of our relevant project experience:

- Baymeadows ID, Duval County
- Baytree CDD, Brevard County
- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County
- Covington Park CDD, Hillsborough County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- East Park CDD, Orange County
- Greater Lakes – Sawgrass Bay CDD, Lake Wales
- Highland Meadows CDD, Polk County
- Lake Emma CDD, Groveland
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Sarasota and Manatee County
- Lakewood Ranch Stewardship, Sarasota and Manatee County
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- On-Top-of-the-World CDDs, Marion County
- Chandler Hills East CDD, Marion County
- Indigo East CDD, Marion County
- Bay Laurel Center CDD, Marion County
- Osceola Chain of Lakes, Osceola County
- Reedy Creek Improvement District, Osceola County

H. ADDITIONAL INFORMATION

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

- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County
- West Villages Improvement District, Sarasota County

Project Approach

We have prepared an organizational approach to fit the specific categories of the organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with Woodland Crossing CDD's policies and procedures.

Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our team has performed analysis on various projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from two-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the District in coordination with MS4 support, total maximum daily loads, numeric nutrient criteria support, drainage, erosion and sediment control, stormwater basin modeling, assessment and evaluation drainage systems, design and construction plans for stormwater management systems, and coordination with state and federal agencies.

Assumptions and/or omissions in this area can cause significant delays in the project schedule, increase costs during construction, and even lead to possible litigation against the District. We are experienced in identifying, analyzing, and addressing drainage impacts associated with a variety of project types. Our drainage staff is knowledgeable of Water Management District criteria, and we are adept at developing creative and innovative solutions to drainage problems. We also have experience preparing flood studies with FEMA. At the heart of our approach is a thorough document review of the existing plans, USGS Quadrangle Maps, USDA Soil Survey, FEMA Flood Insurance Maps and aerial photographs. With this data in hand, we will perform a field review during the pre-scope meeting, identify all drainage and permitting issues, and discuss possible drainage solutions with the District. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the District's Maintenance Engineer to discuss any concerns regarding the project area.

Water/Wastewater Services

Our team can provide utility analyses of existing master systems, preparation and updates to master plans, as well as preparation of utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water, and potable water systems. We have also

designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents, and post design services for roadways, bridges, and associated systems provides Woodland Crossing with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies. We have extensive experience in these phases of the project, and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles, and foundations for signs, signal poles, and lighting. We have an experienced in-house staff to provide these services.

Survey and Mapping Services

Dewberry has provided continuing surveying services for many counties and municipalities throughout the State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando and Jacksonville office, are well-versed in the rigors of on-call assignments and the immediate response time they require. We utilize state-of-the-art equipment to provide cost effective surveying, ROW mapping, utility designation, and subsurface utility engineering (SUE) for roadway, municipal, and civil development projects. We have extensive experience in boundary surveys, topographic design surveys, tree surveys, inventory surveys, and underground utility mapping. Our survey team has a dedicated staff of photogrammetrists who specialize in aerial photogrammetry, fixed and aerial LIDAR, and GIS mapping.

Our services for surveying and mapping may include as-built surveys, boundary surveys, eminent domain surveys, GIS, legal description preparation, plat preparation, property sketches, ROW mapping, SUE, topographic surveys, and utility surveys.

SUE technology combines geophysics, surveying, and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3D laser scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

H. ADDITIONAL INFORMATION

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

Environmental/Permitting Services

From determining wetland lines to the understanding of current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with various local, state, and federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies, and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the District informed of the progress of all permits, and respond promptly to all requests for additional information.

As part of our efforts for the Woodland Crossing CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Army Corps of Engineers (USACE), and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes, and recreational uses, as well as hardscape and irrigation design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas. Our planning services to Woodland Crossing CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the District for the understanding of technical issues, proposed developments, projected roadway designs, possible ROW changes, and to provide a professional and expert opinion on issues that may be needed by the District. Dewberry can assist the District with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS, and mapping services
- Transportation planning
- Revitalization/redevelopment planning

Public Involvement and Outreach

Open and effective communication is essential to the successful completion of any project. It's important to develop and maintain a sense of trust and understanding with the public. This is best accomplished by developing a plan tailored to the surrounding community potentially impacted and depending on the nature and extent of the project. Outreach may include a Community Awareness Plan, which would detail the specific methods proposed and list the targeted stakeholders within a specific corridor or project study area. Other public outreach activities could include the management of a project hotline and/or stakeholder database and distributing information through a variety of notifications to local residents, property owners, schools, businesses, local officials, and other stakeholders. We have found that evaluation of all potential improvements

and design concepts and sharing the results of extensive data collection early in the study process creates a level of comfort with the public in two respects:

- There is an open exchange of information; and
- A technically sound approach is being used to serve the best interests of the public.

Coordination with City staff and others will be strengthened by our team's diverse project experience and previous involvement with a variety of stakeholders. Our team is adept at planning and coordinating public workshops, and smaller homeowner associations, and group workshops.

Construction Administration/CEI

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. As a project is constructed, our team must monitor the project budget and keep the District consistently informed. We have worked with many cities and counties on providing all construction services, including assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review, and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to District staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida.

Our construction administration staff is prepared to support the District in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification
- Construction Scheduling
- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis
- Contract Preparation

Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve data gathering and scope development.

Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required), and developing a detailed scope of services. This phase will begin once the District has identified a specific task or project. Once identified, we will coordinate with the District to obtain all existing information. This data collection

H. ADDITIONAL INFORMATION

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

effort is very important because it provides valuable information before developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the District and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the project's background, scope requirements, constraints, and other relevant issues will be held to understand the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the District prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

Other Considerations

COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions, not merely based how things have always been done.

PROJECT COSTS

We understand the financial constraints that clients face due to budget cuts and rising construction and ROW costs. We will review all designs prepared by Dewberry or others for cost savings measures that will not affect the intention or safety of the project. Our recent experience has shown that minor changes in the design can save materials, and reduce or avoid costly business damage claims and ROW impacts. Another key to cost controls is to estimate costs early in the design process and as the design evolves, not just near the end of the design process. Early cost estimating allows for more options to be explored and provides the District with opportunities to adjust budgets as needed.

PROJECT SCHEDULE

The importance of maintaining the project schedule through the design or review process cannot be overstated. Dewberry is committed to developing and adhering to the project schedule for each assignment. This is important to us because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Woodland Crossing will be limited. We will maintain an overall schedule of projects to help with internal and external coordination. We fully understand what is required to keep a project on schedule. Our team will use the following proven actions to control the project schedule:

- **Experienced Client Manager:** Our District Engineer, Rey Malavé, routinely manages multi-discipline projects where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between disciplines, enabling us to direct our staffing resources.



H. ADDITIONAL INFORMATION

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

- **Weekly Team Meetings:** Coordination will be ensured through weekly team meetings. These meetings will be used to track progress on individual tasks and as a planning tool.
- **Monthly Progress Reports:** Monthly progress reports will be supplied to Woodland Crossing. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.
- **Being Proactive:** We will be proactive (vs. reactive) on all tasks while managing the schedule. Emphasis will be placed on the activity start dates to ensure timely completion.

NPDES MS4 PROGRAM SUPPORT

Having completed numerous programs for other cities and counties, we understand the MS4 Program and have the staff to assist the CDD in updates, compliance questions, and recommendations as needed in the ongoing program.

INDEPENDENT PEER REVIEW

An independent peer review is performed for each phase submittal. Dewberry's established Quality Management Program requires the review to be performed by senior-level staff not directly involved in the project to make sure quality standards are met on every submittal.

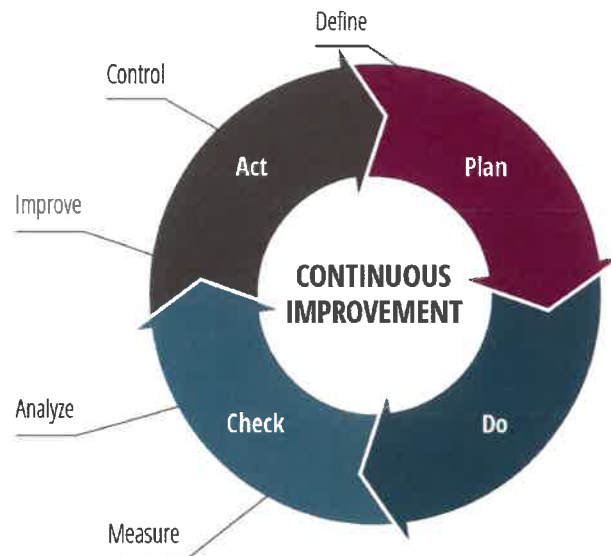
CONSTRUCTABILITY/BID-ABILITY REVIEW

Prior to the 90 and 100 percent submittals, the plans will be subjected to a constructability/bid-ability review. This review will be performed by our in-house construction administrators, who are experienced in CDD requirements.

Quality Assurance/Quality Control

Dewberry understands the value of repeat business. Our **District Engineer, Rey Malavé, PE, has 28 years of experience servicing a variety of CDDs across Florida.** Our commitment to personalized client service is such that we guarantee we will respond to each client's needs promptly and effectively. From the beginning, we recognized that functional efficiency and technical excellence must be provided as a matter of course in engineering design. Each project produced by our firm reflects this corporate commitment to excellence, and our insurance is our Quality Control Plan. Our Quality Assurance Plan and procedures are based on the philosophies that include:

- **Plan:** Quality is controlled by adequate planning, coordination, supervision, technical direction, proper definition of job requirements and procedures, and the involvement of experienced professionals.
- **Do:** Quality is achieved by individuals performing work functions carefully and "doing it right the first time."
- **Check:** Quality is verified through checking, reviewing, and supervising work activities, with documentation by objective individuals who were not directly responsible for performing the initial work.
- **Act:** Quality is ensured by having a manager perform quality assurance functions that involve monitoring and close review of the work and the procedures used in performing the work.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

5.27.2024

33. NAME AND TITLE

Rey Malave, Associate Vice President

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER (IF ANY)	
PART II – GENERAL QUALIFICATIONS				N/A	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Orlando branch office)		Dewberry		3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5
2b. STREET 800 North Magnolia Avenue, Suite 1000			5. OWNERSHIP		
2c. CITY Orlando	2d. STATE FL	2e. ZIP CODE 32803-3251	a. TYPE Corporation		
6a. POINT OF CONTACT NAME AND TITLE Kevin E. Knudsen, PE, Vice President			b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 321.354.9646	6c. EMAIL ADDRESS kknudsen@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012	8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	9	B02	Bridges	1
08	CADD Technician	80	8	C16	Construction Surveying	2
12	Civil Engineer	329	12	E03	Electrical Studies and Design	2
15	Construction Inspector	121	1	E11	Environmental Planning	1
16	Construction Manager	66	1	L02	Land Surveying	4
20	Economists/Financial Analysts	47	4	L10	Land Development, Residential	6
21	Electrical Engineer	66	1	L11	Land Development, Commercial	4
24	Environmental Scientist	64	9	L12	Land Development, Industrial	2
30	Geologist	9	1	L13	Land Development, Public	4
38	Land Surveyor	211	27	R07	Remote Sensing	1
39	Landscape Architect	38	4	R11	Rivers; Canals; Waterways; Flood Control	1
47	Planner: Urban/Regional	37	2	S10	Surveying; Platting; Mapping; Flood Plain Studies	6
48	Program Analyst/Program Manager	31	3	S13	Storm Water Handling & Facilities	1
56	Technical/Specification Writer	53	2	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	2
57	Structural Engineer	145	6	T02	Testing & Inspection Services	1
58	Technician/Analyst	3	1	T03	Traffic & Transportation Engineering	8
60	Transportation Engineer	174	28	T04	Topographic Surveying and Mapping	5
62	Water Resources Engineer	117	3	T05	Towers (Self-Supporting & Guyed Systems)	3
	Water/Wastewater Engineer	101	6	W02	Water Resources; Hydrology; Ground Water	1
	Other Employees	520		W03	Water Supply; Treatment and Distribution	7
Total		2444	128			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	8	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	8	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS
PART II – GENERAL QUALIFICATIONS
(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER
(IF ANY)

N/A

2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Jacksonville branch office)			3. YEAR ESTABLISHED 2014		4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5	
2b. STREET 200 West Forsyth Street, Suite 1100			5. OWNERSHIP			
2c. CITY Jacksonville		2d. STATE FL	2e. ZIP CODE 32202-3646		a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Amy L. Tracy, Senior Associate, Market Segment Leader				b. SMALL BUSINESS STATUS No		
6b. TELEPHONE NUMBER 904.508.9839		6c. EMAIL ADDRESS atracy@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)				8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012		8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
24	Environmental Scientist	54	2	C16	Construction Surveying	1
48	Program Analyst/Program Manager	31	1	D10	Disaster Work	1
	Water/Wastewater Engineer	101	2	L02	Land Surveying	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	3
				T03	Traffic & Transportation Engineering	1
				T04	Topographic Surveying and Mapping	1
				W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
	Other Employees	2067				
	Total	2444	5			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	3	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	3	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 		b. DATE March 28, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President		

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(IF ANY)</i>	
PART II – GENERAL QUALIFICATIONS				N/A	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME		Dewberry		3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Dewberry Engineers Inc. (Lakeland branch office)				2021	K3WDSCEDY1V5
2b. STREET			5. OWNERSHIP		
1479 Town Center Drive, Suite D214					
2c. CITY	2d. STATE	2e. ZIP CODE	a. TYPE		
Lakeland	FL	33803-7974	Corporation		
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS		
Robert Beltran, Jr., PE, Vice President			No		
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS		7. NAME OF FIRM (If block 2a is a branch office)		
863.345.1470	rbeltran@dewberry.com		The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	
Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			Dewberry Engineers Inc.: 2012	DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	2	H04	Heating; Ventilating; Air Conditioning	1
08	CADD Technician	80	2	S03	Seismic Designs & Studies	1
12	Civil Engineer	329	1	W02	Water Resources; Hydrology/ Ground Water	2
24	Environmental Scientist	64	2	W03	Water Supply; Treatment & Distribution	2
29	Geographic Information System Specialist	95	2			
62	Water Resources Engineer	117	1			
	Water/Wastewater Engineer	101	7			
	Other Employees	1426				
	Total	2444	17			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	4	2. \$100,000 to less than \$250,000	8. \$10 million to less than \$25 million	9. \$25 million to less than \$50 million	10. \$50 million or greater
c. Total Work	4	3. \$250,000 to less than \$500,000	9. \$25 million to less than \$50 million		
		4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE		b. DATE	March 28, 2024
c. NAME AND TITLE			
Donald E. Stone, Jr., Director/Executive Vice President			

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(IF ANY)</i>	
PART II – GENERAL QUALIFICATIONS				N/A	
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME		Dewberry		3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
Dewberry Engineers Inc. (Panama City branch office)				2016	K3WDSCEDY1V5
2b. STREET			5. OWNERSHIP		
203 Aberdeen Parkway					
2c. CITY	2d. STATE	2e. ZIP CODE	a. TYPE		
Panama City	FL	32405-6457	Corporation		
6a. POINT OF CONTACT NAME AND TITLE			b. SMALL BUSINESS STATUS		
Jonathan Sklarski, PE, Associate Vice President			No		
6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS		7. NAME OF FIRM (If block 2a is a branch office)		
850.571.1200	jsklarski@dewberry.com		The Dewberry Companies Inc.		
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	
Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)			Dewberry Engineers Inc.: 2012	DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCKEKN6	

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 <i>(see below)</i>
		(1) FIRM	(2) BRANCH			
02	Administrative	232	2	B02	Bridges	1
08	CADD Technician	80	3	C08	Codes; Standards; Ordinances	1
12	Civil Engineer	329	11	C15	Construction Management	1
15	Construction Inspector	121	6	D10	Disaster Work	4
16	Construction Manager	66	1	E09	Environmental Impact Studies, Assessments or Statements	1
24	Environmental Scientist	64	1	E11	Environmental Planning	1
38	Land Surveyor	211	22	E12	Environmental Remediation	1
42	Mechanical Engineer	135	1	H04	Heating; Ventilating; Air Conditioning	1
62	Water Resources Engineer	117	1	H07	Highways; Streets; Airfield Paving; Parking Lots	3
				H13	Hydrographic Surveying	1
				L02	Land Surveying	1
				L11	Land Development; Commercial	1
				S01	Safety Engineering; Accident Studies; OSHA Studies	1
				S04	Sewage Collection, Treatment and Disposal	1
				S10	Surveying; Platting; Mapping; Flood Plain Studies	6
				T02	Testing & Inspection Services	1
				T03	Traffic & Transportation Engineering	1
				W02	Water Resources; Hydrology; Ground Water	1
				W03	Water Supply; Treatment and Distribution	1
Total		2444	48			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	3	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	7	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE	b. DATE
	March 28, 2024
c. NAME AND TITLE	
Donald E. Stone, Jr., Director/Executive Vice President	

H. ADDITIONAL INFORMATION

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

ARCHITECT – ENGINEER QUALIFICATIONS				1. SOLICITATION NUMBER <i>(IF ANY)</i>	
PART II – GENERAL QUALIFICATIONS					
<i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (or Branch Office) NAME Dewberry Engineers Inc. (Raleigh branch office)		Dewberry		3. YEAR ESTABLISHED 2013	4. UNIQUE ENTITY IDENTIFIER K3WDSCEDY1V5
2b. STREET 2610 Wycliff Road, Suite 410			5. OWNERSHIP		
2c. CITY Raleigh		2d. STATE NC	2e. ZIP CODE 27607-3073	a. TYPE Corporation	
6a. POINT OF CONTACT NAME AND TITLE Matthew B. West, PE, LEED AP, Vice President				b. SMALL BUSINESS STATUS No	
6b. TELEPHONE NUMBER 919.424.3770		6c. EMAIL ADDRESS mwest@dewberry.com		7. NAME OF FIRM (If block 2a is a branch office) The Dewberry Companies Inc.	
9a. FORMER FIRM NAME(S) (If any) Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Frieden, Inc. Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)				8b. YEAR ESTABLISHED Dewberry Engineers Inc.: 2012	8c. UNIQUE ENTITY IDENTIFIER DEI: K3WDSCEDY1V5; DAI: DB9NCZBFDDN3; DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	276	18	C11	Community Facilities	3
05	Archeologist	9	1	C12	Communications Systems; TV; Microwave	4
07	Biologist	10	2	C15	Construction Management	2
08	CADD Technician	83	4	E02	Educational Facilities; Classrooms	6
12	Civil Engineer	340	19	E03	Electrical Studies and Design	3
15	Construction Inspector	128	2	E11	Environmental Planning	2
16	Construction Manager	62	1	H04	Heating; Ventilating; Air Conditioning	5
21	Electrical Engineer	68	32	H05	Health Systems Planning	2
24	Environmental Scientist	54	3	H09	Hospital & Medical Facilities	7
29	Geographic Information System Specialist	113	2	I03	Industrial Waste Treatment	4
38	Land Surveyor	194	15	L01	Laboratories; Medical Research Facilities	3
39	Landscape Architect	37	6	L11	Land Development, Commercial	3
42	Mechanical Engineer	153	55	M05	Military Design Standards	4
47	Planner: Urban/Regional	40	2	O01	Office Buildings; Industrial Parks	2
48	Program Analyst/Program Manager	30	3	P12	Power Generation, Transmission, Distribution	4
49	Remote Sensing Specialist	16	1	R04	Recreation Facilities (Parks, Marinas, Etc.)	2
56	Technical/Specification Writer	55	8	S04	Sewage Collection, Treatment and Disposal	3
57	Structural Engineer	140	10	S09	Structural Des; Special Struct	3
60	Transportation Engineer	180	12	S10	Surveying; Platting; Mapping; Flood Plain Studies	5
62	Water Resources Engineer	132	4	S13	Storm Water Handling & Fac	2
	QA/QC Specialists	4	1	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	4
	Site Acquisition Specialist	12	8	T02	Testing & Inspection Services	2
	Water/Wastewater Engineer	102	13	T03	Traffic & Transportation Engineering	5
	Other Employees	280		W02	Water Resources; Hydrology; Ground Water	4
	Total	2518	222	W03	Water Supply; Treatment and Distribution	6

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>		PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	6	1. Less than \$100,000	6. \$2 million to less than \$5 million	7. \$5 million to less than \$10 million	8. \$10 million to less than \$25 million
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000	9. \$25 million to less than \$50 million	10. \$50 million or greater	
c. Total Work	9	3. \$250,000 to less than \$500,000			
		4. \$500,000 to less than \$1 million			
		5. \$1 million to less than \$2 million			

12. AUTHORIZED REPRESENTATIVE	
The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE April 9, 2024
c. NAME AND TITLE Donald E. Stone, Jr., Director/Executive Vice President	

SECTION 2: Firm Licenses

FIRM LICENSES

State Licenses

State of Florida Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2024*




Secretary of State

Tracking Number: 5028516753CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING SERVICES

Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board's registry. Dewberry Engineers Inc. is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search.

The screenshot shows the Florida DBPR ONLINE interface. At the top left is the DBPR logo. At the top right is a building icon with the text 'DBPR ONLINE'. Below the logo is a 'Log On' button. A sidebar on the left contains a menu with options: Search for a Licensee, Apply for a License, View Application Status, Find Exam Information, File a Complaint, AB&T Delinquent, Invoice & Activity, and List Search. The main content area is titled 'Licensee Details' and contains the following information:

Licensee Information	
Name:	DEWBERRY ENGINEERS INC. (Primary Na
Main Address:	8401 ARLINGTON BLVD. FAIRFAX Virginia 22031
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	
License Information	
License Type:	Registry
Rank:	Registry
License Number:	8794
Status:	Current
Licensure Date:	02/09/2001
Expires:	
Special Qualifications	
	Qualification Effective
Alternate Names	

The screenshot shows the Florida DBPR Department of Business & Professional Regulation website. At the top left is the DBPR logo and the text 'Department of Business & Professional Regulation'. At the top right are links for 'HOME', 'CONTACT US', and 'MY ACCOUNT'. Below the logo is a menu with options: ONLINE SERVICES, Apply for a License, Verify a Licensee, View Food & Lodging Inspections, File a Complaint, Continuing Education Course Search, View Application Status, Find Exam Information, Unlicensed Activity Search, and AB&T Delinquent Invoice & Activity List Search. The main content area is titled 'LICENSEE DETAILS' and contains the following information:

10:22:10 AM 1/19/2024

Licensee Information	
Name:	BEIGHT, JAMES L. (Primary Name) DEWBERRY ARCHITECTS INC (DBA Name)
Main Address:	8401 ARLINGTON BLVD FAIRFAX Virginia 22031-4666
County:	OUT OF STATE
License Information	
License Type:	Architect
Rank:	Architect
License Number:	AR0012022
Status:	Current,Active
Licensure Date:	12/07/1987
Expires:	02/28/2025
Special Qualifications	
	Qualification Effective
Alternate Names	



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LB8011**
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251

A handwritten signature in black ink, appearing to read "Wilton Simpson".

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Personnel Licenses

Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

MALAVE, REINARDO

LICENSE NUMBER: PE21580
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA


FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

DUNCAN, JOEY VAN

LICENSE NUMBER: PE41890
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

KEEZEL, JOSEPH OTTO

LICENSE NUMBER: PE37501
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

MORIN, MARYBETH

LICENSE NUMBER: PE37547
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

MAS, ALBA E.

LICENSE NUMBER: PE28417
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor
Melanie S. Griffin, Secretary

STATE OF FLORIDA


FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

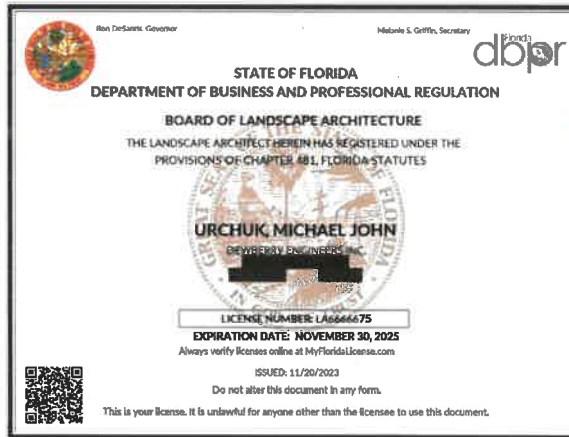
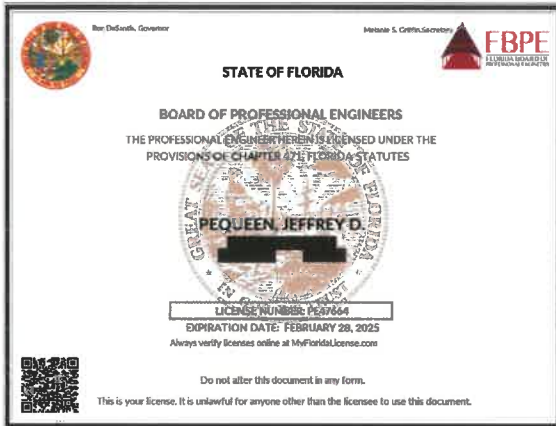
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES.

PEREIRA, JOSE ATILANO

LICENSE NUMBER: PE28808
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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SECTION 3: Qualifications and Experience

QUALIFICATIONS AND EXPERIENCE

Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a wide array of experience, disciplines, and resources available to provide the required services to the Woodland Crossing CDD. Our team can provide engineering design, planning management, technical, and administrative services as requested and will make a commitment to prioritize the CDD's needs.



Rey Malavé, PE
DISTRICT ENGINEER

Our **District Engineer, Rey Malavé, PE**, has 45 years of experience in civil engineering design and a diversified background in the designing and permitting of municipal infrastructure systems. His areas of expertise includes stormwater management systems, sanitary sewage collection systems, water distribution systems, and site development. He has managed and participated in the planning and designing of numerous large, complex projects for public and private clients. He has extensive knowledge of permitting requirements and has developed a rapport with permitting agencies, including the FDEP, FDOT, SWFWMD, and other local agencies. He has served as the District Engineer for over 25 CDDs and Improvement Districts in Florida.



Joey Duncan, PE
ASSISTANT DISTRICT ENGINEER

Serving as **Assistant District Engineer is Joey Duncan, PE**. He has 42 years of experience in program management and civil engineering for both the public and private sectors, with an emphasis on the planning, design, and construction of water and power infrastructure. **Previously, Joey Duncan served**

WHY DEWBERRY?



OUR ORLANDO OFFICE IS LOCATED APPROXIMATELY 57 MILES FROM WOODLAND CROSSING CDD



LOCAL, EXPERIENCED DISTRICT ENGINEER READY TO WORK FOR YOU



COMPREHENSIVE UNDERSTANDING OF CDD'S INFRASTRUCTURE AND OPERATIONAL NEEDS



350+ EMPLOYEES IN 15 OFFICES WITHIN FLORIDA, COLLABORATING TO SERVE OVER 50 CDDs IN FLORIDA



COHESIVE GROUP OF PROFESSIONALS INTEGRATED ACROSS SERVICE AREAS TO LEVERAGE SUCCESS FOR OUR CLIENTS



60+ YEARS HELPING CLIENTS BUILD AND SHAPE COMMUNITIES

the City of Jacksonville for over five years as Director of Public Works. Under his leadership, the team has provided a range of experts that meet each of the needs under this contract. This experience included infrastructure review, floodplain mapping, SWMM Modeling, FEMA coordination, resiliency, water quality, and CIP development.

Joey has a proven track record for meeting budgets and schedules on complex and short time frame design projects. He is known for his ability to quickly adapt to changing schedules, design parameters, and client needs. Joey's diversified background in engineering design includes all aspects of land development engineering including master drainage, stormwater management design, site grading, water and reclaim distribution, sewer collection/transmission systems, and project reviews for permitting agencies.



WE BUILD strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

.....

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are well versed in addressing their particular specialty area and have associates working under their direction to tackle any assignment from Woodland Crossing CDD efficiently. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to design and manage all tasks effectively and efficiently. It is important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to client requests and provide all technical support under one roof.

Certified Minority Business

Dewberry Engineers Inc. is not a certified minority business.

Willingness to Meet Time and Budget Requirements

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client's budget. Over 85% of our work is from repeat clients, a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

- *Experienced Staff:* The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training, and equipment necessary to perform their assigned tasks. Dewberry's Project Team has these attributes.
- *Construction Budget Controls:* We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to verify that the most current unit prices are being used for the construction cost estimates.
- *Project Schedule:* One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project's budget.

Past Experience and Performance

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 50 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to operations.

Our clients benefit from our local experience and presence and our familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities.

We provide our residential clients with a range of services that include land planning, entitlement approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision possibilities to enrich communities, restore environments, and manage positive change.

The table shown on the following page demonstrates our CDD experience throughout Florida.

2024
ENR SOURCEBOOK RANKINGS

#31 
Top 500
DESIGN FIRMS

OLD HICKORY COMMUNITY DEVELOPMENT DISTRICT
ENGINEERING SERVICES

CDD, LOCATION	DISTRICT ENGINEER	PLANNING	DUE DILIGENCE	CIVIL ENGINEERING	ROADWAY DESIGN	STORMWATER DESIGN	ENVIRONMENTAL/ PERMITTING	LANDSCAPE ARCHITECTURE	SURVEY	CONSTRUCTION ADMIN
Baytree CDD, Brevard County, FL	●	●		●	●	●	●			●
Cascades at Groveland CDD, Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD), Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD, Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD, City of Bushnell, FL	●	●	●	●	●	●	●	●	●	●
Dowden West CDD, Orange County, FL	●	●	●	●	●	●	●	●	●	●
East Park CDD, Orange County, FL	●	●		●	●	●	●		●	●
Greater Lakes - Sawgrass Bay CDD, Lake Wales, FL	●	●		●	●	●	●	●	●	●
Highland Meadows CDD, Polk County, FL	●	●		●	●	●	●	●	●	●
Lake Emma CDD, Groveland, FL	●	●	●	●	●	●	●	●	●	●
Lakewood Ranch CDDs 1, 2, 4, 5, 6, Manatee County, FL	●	●		●	●	●	●	●	●	●
Lakewood Ranch Stewardship, Manatee County, FL	●	●	●	●	●	●	●		●	●
Live Oak Lake (Twin Lakes Development) CDD, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Montecito CDD, Brevard County, FL	●	●		●	●	●	●	●	●	●
Narcoossee CDD, Orange County, FL	●	●		●	●	●	●	●	●	●
On-Top-of-the-World CDDs, Marion County, FL	●	●	●	●	●	●	●	●	●	●
Osceola Chain of Lakes, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Reedy Creek Improvement District, Osceola County, FL	●	●		●	●	●	●		●	●
Reunion Resort CDD, Osceola County, FL	●	●	●	●	●	●	●		●	●
East 547 CDD, Polk County, FL	●	●		●	●	●	●		●	●
Eden Hills CDD, Polk County, FL	●	●		●	●	●	●		●	●
VillaSol CDD, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
West Villages Improvement District, Sarasota County, FL	●	●	●	●	●	●	●	●	●	●

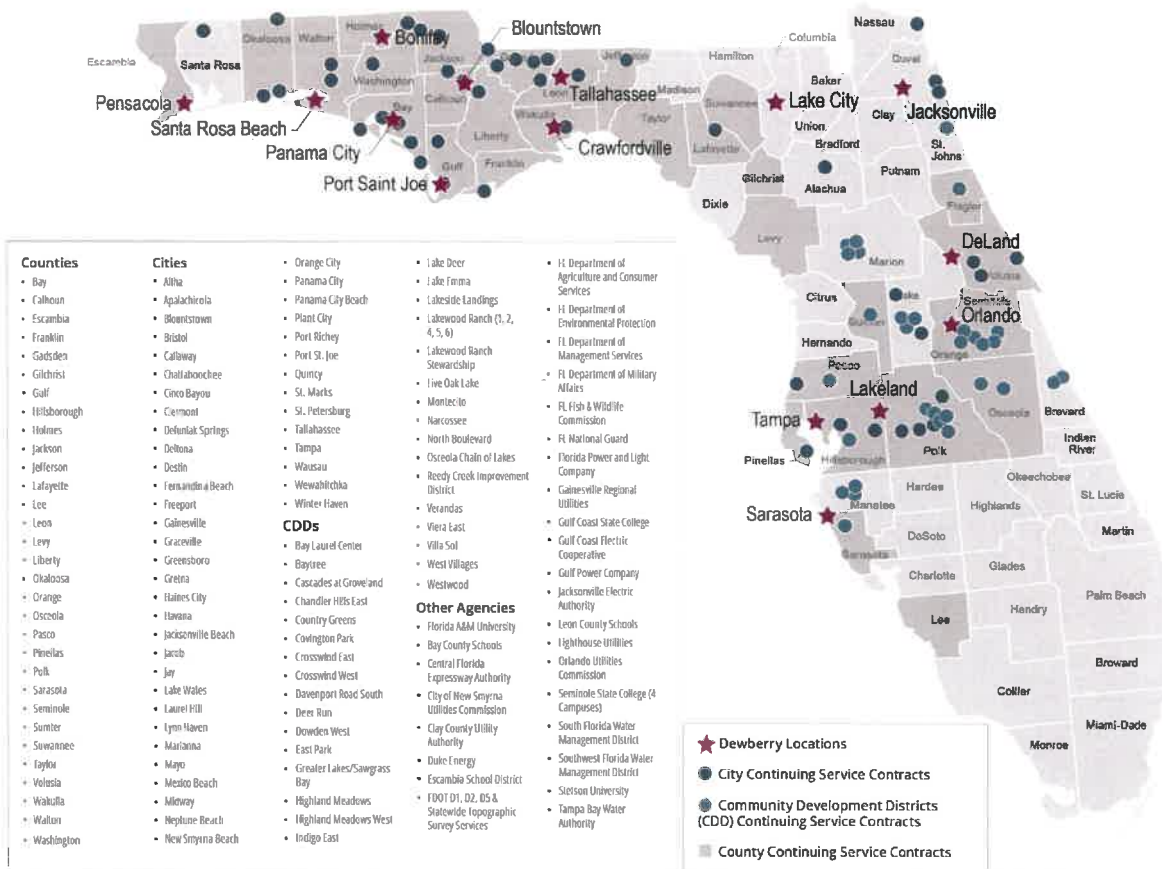
Geographic Location

Dewberry's headquarters are located in Fairfax, at 8401 Arlington Boulevard, Fairfax, VA 22031. Local to Woodland Crossing, Dewberry has 15 office locations and over 350 employees in Florida, where we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office at 800 North Magnolia Avenue, Suite 1000, Rey and members of the project team will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

Thanks to our extensive presence across Florida, and specifically, in Central Florida, our approach to the District's projects will combine our understanding of the various project assignments with our experience in identifying the District's needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to "boots on the ground" activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to the Woodland Crossing CDD. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.



Recent, Current, and Projected Workloads

Dewberry has an excellent track record of meeting time and budget requirements on the projects we highlighted in this response and are committed to meeting the goals of the Woodland Crossing CDD.

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, ROW mappers, roadway engineers, MOT engineers, and construction inspection personnel. As such, Dewberry has the capacity to address all of the District's needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit our dedicated team members for these important projects. Our proposed District Engineer has 40% availability.

Volume of Work

We currently serve as the District's Interim District Engineer. Dewberry has extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 50 CDDs in Florida, which allows us to provide Old Hickory with the unique experience, familiarity, and understanding of the type of services that will be requested.



SWEETBAY COMMUNITY DEVELOPMENT DISTRICT.



Dewberry

www.dewberry.com

SECTION VII



Memorandum

To: Board of Supervisors

From: District Management

Date: July 25, 2024

RE: HB7013 – Special Districts Performance Measures and Standards

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Woodland Crossing Community Development District Performance Measures/Standards & Annual Reporting Form

October 1, 2024 – September 30, 2025

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes No

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting in accordance with Florida Statutes, using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised in accordance with Florida Statutes, on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes No

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes No

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.

Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes No

Chair/Vice Chair: _____

Date: _____

Print Name: _____

Woodland Crossing Community Development District

District Manager: _____

Date: _____

Print Name: _____

Woodland Crossing Community Development District