

*Lake Emma
Community Development District*

Agenda

March 25, 2020

AGENDA

Lake Emma

Community Development District

219 E. Livingston Street, Orlando FL, 32801

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

REVISED AGENDA

March 18, 2020

Board of Supervisors
Lake Emma Community
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Lake Emma Community Development District will be held **Thursday, March 25, 2020 at 10:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.** Following is the advance agenda for the regular meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Administration of Oaths of Office to Newly Elected Supervisors
 - B. Consideration of Resolution 2020-24 Canvassing and Certifying the Results of Landowners' Election
 - C. Election of Officers
 - D. Consideration of Resolution 2020-25 Electing Officers
4. Approval of Minutes of the February 7, 2020 Board of Supervisors Meeting and Acceptance of Minutes of the February 28, 2020 Landowners' Meeting
5. Ranking of Proposals for District Engineering Services and Selection of District Engineer
6. Public Hearings
 - A. Rules of Procedure
 - i. Consideration of Resolution 2020-26 Adopting the District's Rules of Procedure
 - B. Uniform Method of Collection
 - i. Consideration of Resolution 2020-27 Expressing the District's Intent to Utilize the Uniform Method of Collection
 - C. Fiscal Year 2020 Budget
 - i. Consideration of Resolution 2020-28 Adopting the Fiscal Year 2020 Budget and Relating to the Annual Appropriations
7. Financing Matters
 - A. Consideration of Engineer's Report
 - B. Consideration of Master Assessment Methodology Report
 - C. Consideration of Resolution 2020-29 Declaring Special Assessments
 - D. Consideration of Resolution 2020-30 Setting a Public Hearing for Special Assessments
 - E. Consideration of Bond Delegation Resolution 2020-33 - Added**
8. Consideration of Resolution 2020-31 Adopting the Annual Meeting Schedule for Fiscal Year 2020
9. Consideration of Resolution 2020-32 Designating the Location of the Local District Records Office

10. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Balance Sheet and Income Statement
 - ii. Ratification of Funding Requests #2 - #3
11. Other Business
12. Supervisor's Requests
13. Adjournment

The second order of business is the Public Comment Period where the public has an opportunity to be heard on propositions coming before the Board as reflected on the agenda, and any other items.

The third order of business is Organizational Matters. Section A is the administration of the Oaths of Office to the newly elected Board Members and Section B is the consideration of Resolution 2020-24 canvassing and certifying the results of the landowners' election. A copy of the Resolution is enclosed for your review. Section C is the election of officers and Section D is the consideration of Resolutions 2020-25 electing officers.

The fourth order of business is the approval of the minutes of the February 7, 2020 Board of Supervisors meeting and acceptance of the minutes of the February 28, 2020 landowners' meeting. The minutes are enclosed for your review.

The fifth order of business is the ranking of proposals for District engineering services and selection of a District Engineer. A copy of the ranking sheet and proposal are enclosed for your review.

The sixth order of business opens the Public Hearings. Section A opens the public hearing for the District's Rules of Procedure. Sub-Section 1 is the consideration of Resolution 2020-26 adopting the District's Rules of Procedure. A copy of the Resolution and proposed rules are enclosed for your review. Section B opens the public hearing for the Uniform Method of Collection. Sub-Section 1 is the consideration of Resolution 2020-27 expressing the District's intent to utilize the Uniform Method of Collection. A copy of the Resolution is enclosed for you review. Section C opens the public hearing for the Fiscal Year 2020 budget adoption. Sub-Section 1 is the consideration of Resolution 2020-28 adopting the Fiscal Year 2020 budget and relating to the annual appropriations. A copy of the Resolution and proposed budget are enclosed for your review.

The seventh order of business is Financing Matters. Section A is the consideration of the Engineer's Report and Section B is the consideration of the Master Assessment Methodology Report. Copies of both reports will be provided under separate cover. Section C is the consideration of Resolution 2020-29 declaring special assessments and Section D is the consideration of Resolution 2020-30 setting a public hearing for special assessments. Copies of both resolutions are enclosed for your review.

The eighth order of business is the consideration of Resolution 2020-31 adopting the annual meeting schedule for the Fiscal Year 2020. A copy of the Resolution is enclosed for your review.

The ninth order of business is the consideration of Resolution 2020-32 designating the local District records office. A copy of the Resolution is enclosed for your review.

The tenth order of business is Staff Reports. Section 1 of the District Manager's Report includes the balance sheet and income statement for your review and Section 2 includes Funding Requests #2 - #3 for ratification. Copies of the funding requests and supporting invoices are enclosed for your review.

The balance of the agenda will be discussed at the meeting. In the meantime, if you have any questions, please contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read 'G. Flint', with a stylized flourish at the end.

George S. Flint
District Manager

Cc: Tucker Mackie, District Counsel
Nicole Salter, Interim District Engineer
Steve Sanford, Bond Counsel
Jon Kessler, Underwriter
Stacey Johnson, Trustee

Enclosures

SECTION III

SECTION B

RESOLUTION 2020-24

A RESOLUTION CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS' ELECTION OF THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT HELD PURSUANT TO SECTION 190.006(2), FLORIDA STATUTES

WHEREAS, pursuant to Section 190.006(2), Florida Statute, a landowners' meeting is required to be held within 90 days of the District's creation and every two years following the creation of a Community Development District for the purpose of electing five (5) supervisors for the District; and

WHEREAS, following proper notice of once a week for 2 consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election, such landowners meeting was held on **February 28, 2020**, at which the below-recited persons were duly elected by virtue of the votes cast in their respective favor; and

WHEREAS, the Board of Supervisors 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 LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT:

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

<u>Supervisor</u>	<u># of Votes</u>	<u>Terms</u>
Anthony Iorio	270	4 Year Term
Douglas Beasley	270	4 Year Term
Garison Clemens	260	2 Year Term
Adam Morgan	260	2 Year Term
Daniel Hieronimus	260	2 Year Term

2. The terms of office shall commence immediately upon the adoption of this Resolution:

Adopted this 25th day of March, 2020.

Secretary/ Assistant Secretary

Chairman/Vice Chairman

SECTION D

RESOLUTION 2020-25

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
ELECTING THE OFFICERS OF THE DISTRICT AND
PROVIDING FOR AN EFFECTIVE DATE**

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

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

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

Section 1. _____ is elected Chairperson.

Section 2. _____ is elected Vice-Chairperson.

Section 3. _____ is elected Secretary.

Section 4. _____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.
_____ is elected Assistant Secretary.

Section 5. _____ is elected Treasurer.

Section 6. _____ is elected Assistant Treasurer.

Section 7. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 25th day of March, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson/Vice-Chairperson

MINUTES

MINUTES OF MEETING
LAKE EMMA
COMMUNITY DEVELOPMENT DISTRICT

The Organizational meeting of the Board of Supervisors of the Lake Emma Community Development District was held Friday, February 7, 2020 at 10:00 a.m. at Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum were:

Tony Iorio	Chairman
Doug Beasley	Assistant Secretary
Garison Clemens	Assistant Secretary

Also present were:

George Flint	District Manager
Tucker Mackie	District Counsel
Nicole Stalder	Interim District Engineer
Jason Lonas	Hanover Land Company
Emma Gregory	Hopping Green & Sams

FIRST ORDER OF BUSINESS

Introduction

A. Call to Order

Mr. Flint called the meeting to order. There were Board three members present constituting a quorum.

B. Public Comment Period

There were no members of the public present for the meeting.

C. Oath of Office

Mr. Flint stated there were four of the five initially Board members named in the creating ordinance, and he understood one of the four, Jason, was going to decline their appointment. Mr. Flint swore in Mr. Tony Iorio, Mr. Doug Beasley, and Mr. Garison Clemens. An informational packet on Board procedures and rules was provided for them. Mr. Flint clarified the procedure for completing forms and obtained signatures on the Oaths of Office. Mr. Flint covered all procedures and asked about compensation under Chapter 190. All waived to receive compensation.

Ms. Mackie stated if any Board member had any questions concerning the Sunshine Law, she would be available to answer. She gave the Board members a reminder that discussion between themselves regarding anything that could come before the Board was prohibited.

SECOND ORDER OF BUSINESS Organizational Matters

A. Confirmation of Notice of Meeting

This meeting was advertised in the newspaper and the affidavit of publication was included in the agenda package.

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

C. Election of Officers

1. Resolution 2020-01 Appointing Officers

Mr. Flint stated the Chairman and Vice Chairman had to be Board members, the others may or may not be Board members. The Board elected Tony Iorio as Chairman.

On MOTION by Mr. Beasley, seconded by Mr. Clemens, with all in favor, Resolution 2020-01 Appointing Mr. Tony Iorio as Chairman, was approved.

The Board then elected Brian Cipollone as Vice Chairman.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, Resolution 2020-01 Appointing Mr. Brian Cipollone as Vice-Chairman, was approved.

George Flint suggested himself as Secretary, Ariel Lovera was suggested as the Treasurer, and the other Board members Doug Beasley, and Garison Clemens as Assistant Secretaries.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-01 Appointing Mr. George Flint Secretary, Mr. Ariel Lovera as Treasurer, and Mr. Doug Beasley and Mr. Garison Clemens as Assistant Secretaries, was approved.

THIRD ORDER OF BUSINESS Retention of District Staff

A. Consideration of Agreement for District Management Services

1. Resolution 2020-02 Appointing District Manager

Mr. Flint stated that in the agenda package is a contract with Governmental Management Services to provide District Management Services. The fee schedule is included in the package as discussed.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, Resolution 2020-02 Appointing Governmental Management Services – Central Florida as District Manager, was approved.

B. Consideration of Agreement for District Counsel Services**1. Resolution 2020-03 Appointing District Counsel**

Mr. Flint stated Hopping Green & Sams will be retained as District Counsel and the fee agreement was included in the agenda package.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-03 Appointing Hopping Green & Sams as District Counsel was approved.

C. Resolution 2020-04 Selection of Registered Agent and Office

Mr. Flint stated that this resolution designates the registered agent and designates the registered office. Mr. Flint would be named as the registered agent and Mr. Flint's office in downtown Orlando as the registered office.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor Resolution 2020-04 Selecting George S. Flint of GMS-CF as the Registered Agent and his Orlando Office as the Registered Office, was approved.

D. Resolution 2020-05 Appointing Interim District Engineer

Mr. Flint stated that typically the Engineer has to initially be appointed as interim, and then later on in the agenda they will authorize GMS to issue an RFQ for those services. This appoints Dewberry as the Interim Engineer. The agreement and fee schedule was attached to the Resolution.

E. Consideration of Interim District Engineering Agreement

Mr. Flint stated the Interim District Engineering Agreement is being approved subject to being reviewed by Dewberry.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-05 Appointing Dewberry Engineering subject to further review of the agreement by Dewberry, as the Interim District Engineer, was approved.

F. Request Authorization to Issue RFQ for Engineering Services

Mr. Flint stated that the form of RFQ is in the agenda packet as well as the selection criteria that will be used. This will be advertised, and he will bring any responses received back to the Board for consideration at a future meeting.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Authorization of Staff to Issue an RFQ for Engineering Services, was approved.

FOURTH ORDER OF BUSINESS

Designation of Meetings and Hearing Dates

A. Consideration of Resolution 2020-06 Designation of Regular Monthly Meeting Date, Time and Location for Fiscal Year 2020

Mr. Flint stated that the Board may want to defer setting the regular meeting date going forward until Lennar can compare dates and times. They can set the regular meeting date or defer to the March meeting. Mr. Iorio stated they would like to have the conversation with Lennar and also try to coordinate convenient times for Counsel and for Management. Mr. Flint stated the setting of dates would be placed on the next agenda. The next meeting was set for March 25, 2020 at 10:00 a.m. at the Cooper Memorial Library. Mr. Flint advised that an invitation would be sent out.

B. Consideration of Resolution 2020-07 Designation of Landowners' Meeting Date, Time and Location

Mr. Flint stated that the Board is required to hold an initial landowners' meeting within 90 days of establishment. The last day they could have the meeting is February 28, 2020. The notice is going in the paper today. Mr. Flint asked for a motion to designate February 28, 2020 at 1:00 p.m. at this same location as the landowners' meeting date.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-07 Designating the Landowners' Meeting Date as February 28, 2020 at 1:00 p.m. at the Cooper Memorial Library, was approved.

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

1. Consideration of Resolution 2020-08 Setting a Public Hearing to Consider the Proposed Rules of the District

A. Rules of Procedure

Mr. Flint stated the proposed rules and procedures are included in the package. This will handle purchasing, how the Board operates, and that they are consistent with Florida statutes. Mr. Flint suggested this hearing be held on March 25, 2020 meeting. Discussion of the actual rules and procedures can be discussed prior to the meeting or Board members can reach out to the District Counsel.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor the 2020-08 Resolution Setting a Public Hearing to Adopt the Rules of Procedure on March 25, 2020 at 10:00 a.m. at the Cooper Memorial Library, was approved.

D. Designation of Dates of Public Hearing on the Budget for Fiscal Year 2020

1. Consideration of Resolution 2020-09 Setting the Public Hearing and Approving the Proposed Fiscal Year 2019/2020 Budget

Mr. Flint presented Resolution 2020-09 and noted that a copy of the proposed budget was in the agenda package in Exhibit A. Mr. Flint suggested the public hearing date for March 25, 2020 at 10:00 a.m. at the same location, which will be the regular meeting date. Ms. Mackie stated that she reviewed the proposed budget and explained the process for adoption.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor Resolution 2020-09 Approving the Proposed Fiscal Year 2020 Budget and Setting the Public Hearing Date to Adopt for March 25, 2020 at 10:00 a.m. the Cooper Memorial Library, was approved.

2. Approval of the Fiscal Year 2019/2020 Developer Funding Agreement

Mr. Flint stated the Funding Agreement was in the package for review. This is the agreement where the developer will agree to fund the operations of the District.

On MOTION by Ms. Iorio, seconded by Mr. Beasley, with all in favor, the Developer Funding Agreement with Lennar Homes for the Fiscal Year 2020, was approved.

E. Resolution 2020-10 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Mr. Flint stated this resolution allows the District to use the tax bill as the form of collection for the Debt and O&M assessments. The public hearing must take place for them to do that. Mr. Flint suggested March 25, 2020 at 10:00 a.m. at the current location.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Resolution 2020-10 Setting the Date of the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non Ad Valorem Assessments in accordance with Section 197.3632, Florida Statutes for March 25, 2020 at 10:00 a.m. at the Cooper Memorial Library, was approved.

FIFTH ORDER OF BUSINESS

Other Organizational Matters

A. Resolution 2020-11 Designating a Qualified Public Depository

Mr. Flint recommended approving SunTrust Bank as the District's public depository. This is the bank the District uses for a majority of their CDDs.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, Resolution 2020-11 Designating SunTrust Bank as the District Depository, was approved.

B. Resolution 2020-12 Authorization of Bank Account Signatories

Mr. Flint asked that the signatories be Ariel Lovera and himself as signers for the District allowing them to sign checks and process invoices.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, Resolution 2020-12 Authorizing Ariel Lovera and George Flint as Bank Account Signatories, was approved.

C. Consideration of Resolution 2020-13 Relating to Defense of Board Members

Mr. Flint asked District Counsel to explain. Ms. Mackie noted that this resolution will allow the District to provide legal support to Board members and staff outlined in the resolution when acting in their capacity as Board members. This covers Board members and District staff.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor Resolution 2020-13 Relating to Defense of Board Members, was approved.

D. Consideration of Resolution 2020-14 Authorizing District Counsel to Record in the Property Records of Lake County the “Notice of Establishment” in accordance with Chapter 190.0485, Florida Statutes

1. Notice of Establishment

Mr. Flint stated this Resolution 2002-14 had already been recorded and just needed ratification. It is in the Board package for review and it authorizes District Counsel to record the Notice of Establishment in the County.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-14 Authorizing District Counsel to Record in the Property Records of Lake County the Notice of Establishment in Accordance with Chapter 190.0485, Florida Statutes, was ratified.

E. Consideration of Resolution 2020-15 Adopting Investment Guidelines

Mr. Flint stated the statute requires the Board to adopt an Investment Policy and the District has the ability to establish their own investment policies or adopt what is called the alternative Investment Policy. Mr. Flint recommended the Board adopt the alternative Investment Policy. This limits the types of investments the District can use to a Local Government Surplus Trust Fund which is the State Board of Administration account, an SEC registered money market account, interest bearing CDs or savings account or direct obligations of the US Treasury, so this limits the District to very conservative investments. If at some point in the future if the Board wanted to adopt their own investment policy that could be considered, but Mr. Flint recommend that the Board adopt the Alternative Investment Policy at this point.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-15 Adopting Alternative Investment Guidelines, was approved.

F. Consideration of Resolution 2020-16 Authorizing Execution of Public Depositor Report

Mr. Flint stated this resolution would authorize the District Manager or Treasurer to execute and file the public depositor report.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-16 Authorizing Execution of Public Depositor Report, was approved.

G. Consideration of Resolution 2020-17 Designating a Policy for Public Comment

Mr. Flint stated this outlines a Public Comment Policy which is required for the Board to take public comment before each vote on agenda items, speaking time limits, and how to deal with procedures if they have members of the public present.

On MOTION by Mr. Beasley, seconded by Mr. Iorio, with all in favor, Resolution 2020-17, Designating a Policy for Public Comment, was approved.

H. Consideration of Resolution 2020-18 Adopting a Travel and Reimbursement Policy

Mr. Flint stated this is in line with Florida Statutes on the travel fees and per diem rates at which they can reimburse.

On MOTION by Mr. Beasley, seconded by Mr. Clemens, with all in favor, Resolution 2020-18 Adopting a Travel and Reimbursement Policy, was approved.

I. Consideration of Resolution 2020-19 Adopting Prompt Payment Policy

Ms. Mackie reviewed the resolution and noted that it is in line with Florida Statutes to timely pay vendors and contractors that provide services to the District.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-19 Adopting Prompt Payment Policy, was approved.

J. Consideration of Resolution 2020-20 Adopting a Records Retention Policy

Ms. Mackie reviewed Resolution 2020-20 and suggested the option which calls for the retention of all documents for an indefinite period of time.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor Resolution 2020-20 Adopting Records Retention Policy Option of keeping all records, was approved.

K. Consideration of Compensation to Board Members

Mr. Flint stated this was covered earlier in discussion of forms and does not need further discussion. All members waived compensation; no motion was needed.

L. Resolution 2020-21 Selecting District Records Office Within Lake County

Mr. Flint suggested that this be deferred to the March meeting. The Board agreed to defer.

M. Resolution 2020-22 Designating the Primary Administrative Office and Principal Headquarters of the District

Mr. Flint stated the primary Administrative Office would be the GMS office in Orlando at 219 E. Livingston Street, Orlando, Florida. Action on the Principal Headquarters was deferred to the March meeting.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2020-22 Designating the Primary Administrative Office as the GMS office at 219 E. Livingston Street, Orlando, Florida, was approved.

N. Consideration of Website Services Agreement

Mr. Flint stated there have been a series of lawsuits against governments and private entities regarding ADA compliance. As a result, districts are having to get special web site developers to develop the website and make sure they are in compliance with ADA. The agreement will be prepared by counsel and sent to VGlobalTech.

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

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

Mr. Flint stated Chapter 189 of the Florida Statutes requires the District to prepare a Public Facilities Report and file it with the County. This authorizes staff to prepare and file that report.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st in Lake County, was approved.

P. Consideration of Resolution 2020-23 Authorizing a Chairperson to Execute Plats, Permits, and Conveyances

Mr. Flint stated Resolution 2020-23 gives the District a little flexibility in between meetings in the event the Chairman is required to sign all plats, permits, and conveyances. This would avoid having to hold a special meeting.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Resolution 2020-23 Authorizing the Chairman and Other Officers to Execute Plats, Permit, and Conveyances, was approved.

SIXTH ORDER OF BUSINESS

Capital Improvements

A. Appointment of the Financing Team

1. Bond Counsel

Mr. Flint noted that they are not ready to start the bond validation process or initiate the assessment process, but they have appointment of the financing team and approval of a financing team Funding Agreement. The Board has a proposed engagement letter for Greenberg Traurig. Stephen Sanford would serve as Bond Counsel and his fees are indicated in the letter and are typically paid out of the cost of issuance of bonds.

On MOTION by Mr. Beasley, seconded by Mr. Iorio, with all in favor, the Agreement with Greenberg Traurig to Serve as Bond Counsel, was approved.

2. Underwriter

Mr. Flint presented the agreement with FMSbonds for underwriting services. Mr. Flint stated their G-17 Disclosure is also included in the agenda package for review. They are paid out of the issuance of bonds.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, the Underwriting Agreement with FMSbonds, was approved.

3. Assessment Administrator

Mr. Flint stated this was covered in GMS's management contract, no motion was needed since it was already approved.

4. Trustee

Mr. Flint stated they have an agreement from US Bank to serve as the Trustee. This was in line with what is seen in other districts.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, the Proposal from US Bank to Serve as the Trustee, was approved.

B. Approval of Bond Financing Team Funding Agreement

Mr. Flint stated some of the professionals may submit invoices as they go through the financing process, this would obligate Lennar to fund the costs in the event they don't issue bonds.

On MOTION by Mr. Iorio, seconded by Mr. Clemens, with all in favor, the Bond Financing Team Funding Agreement with Lennar Homes, was approved.

SEVENTH ORDER OF BUSINESS

Other Business

A. Staff Reports

1. Attorney

Ms. Mackie stated she had nothing further to report. The Board had no questions for Ms. Mackie.

2. Manager

There being none, the next item following.

B. Supervisors Requests

Mr. Flint noted that they received a draft of the Engineer's Report the day before, and staff is in the process of reviewing that. At a future meeting, one of the first things in the financing process would be adopting a bond resolution, which authorizes District Counsel and Bond Counsel to file for bond validation. That's the longest lead time process, so you want to try and get that going as early as possible. Mr. Flint noted that they would use the Engineer's Report to prepare an Assessment Methodology to start the assessment process. He expected that on the March agenda they would have both of these items.

C. Approval of Funding Request No. 1

Mr. Flint asked for approval of Funding Request #1. It's in the agenda package and provides the District funds to open their operating account.

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

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Flint asked for a motion to adjourn the meeting.

On MOTION by Mr. Beasley, seconded by Mr. Clemens, with all in favor, the meeting was adjourned at 10:44a.m.

Secretary/Assistant Secretary

Chairman/Vice Chairman

LAKE EMMA
COMMUNITY DEVELOPMENT DISTRICT
MINUTES OF MEETING

The Lake Emma Community Development District landowners' meeting was held Friday, February 28, 2020 at 1:00 p.m. in the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present was:

George Flint

FIRST ORDER OF BUSINESS

**Determination of Number of Voting Units
Represented**

Mr. Flint stated the first item is to determine the number of voting units represented. He has been named the proxy holder by Andrew Orosz of Hanover Laviance, LLC. They have 270 authorized votes.

SECOND ORDER OF BUSINESS

Call to Order

Mr. Flint called the meeting to order at 9:00 a.m.

THIRD ORDER OF BUSINESS

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

Mr. Flint stated for the purposes of conducting the landowners' meeting he would serve as Chairman.

FOURTH ORDER OF BUSINESS

Nominations for the Position of Supervisor

Mr. Flint nominated Anthony Iorio, Douglas Beasley, Garison Clemens, Adam Morgan and Daniel Hieronimus.

FIFTH ORDER OF BUSINESS

Casting of Ballots

SIXTH ORDER OF BUSINESS

Tabulation of Ballots

Mr. Flint stated he casted 270 votes for Mr. Iorio, 270 votes for Mr. Beasley, 260 for Mr. Clemens, 260 votes for Mr. Morgan, and 260 votes for Mr. Hieronimus. As a result, Mr. Iorio and Mr. Beasley would serve 4-year terms, and Mr. Clemens, Mr. Morgan and Mr. Hieronimus would serve 2-year terms.

SEVENTH ORDER OF BUSINESS

Landowners Questions and Comments

No other landowners were present.

EIGHTH ORDER OF BUSINESS

Adjournment

Mr. Flint adjourned the meeting at 1:02 p.m.

SECTION V

Engineer RFQ Ranking Sheet

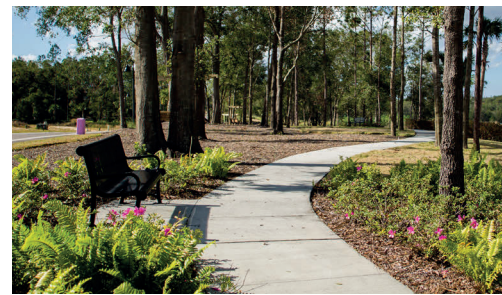
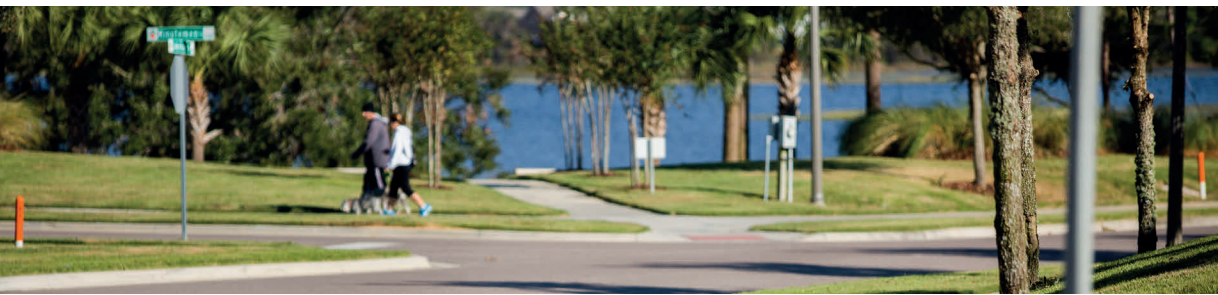
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REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES

Lake Emma Community Development District

MARCH 16, 2020



COPY

SUBMITTED BY

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

SUBMITTED TO

Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801



Dewberry Engineers Inc. 407.843.5120
800 N. Magnolia Ave, Suite 1000 407.649.8664 fax
Orlando, FL 32803 www.dewberry.com

March 16, 2020

Lake Emma Community Development District
Attn: George Flint, District Manager
219 East Livingston Street
Orlando, Florida 32801

RE: Request for Qualifications for Engineering Services for the Lake Emma Community Development District

Dear Mr. Flint,

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 25 Community Development Districts (CDDs) in Florida, which allows us to provide the Lake Emma CDD with the unique experience, familiarity, and understanding of the type of services that will be requested.

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 300 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 CDD's ongoing needs. From 200 acres to close to 10,000 acres, we offer the CDD a solid team built on past experience to efficiently address the associated scope of work, as well as, the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.

We have extensive knowledge and understanding of the Lake Emma CDD and are able to provide the specific assignments noted in your RFQ.

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 Lake Emma CDD.

It would be our privilege to serve as the District Engineer. We appreciate this opportunity to provide information about our capabilities and welcome the possibility to personally expand upon them.

Sincerely

A handwritten signature in blue ink, appearing to read "Nicole Stalder", written in a cursive style.

Nicole Stalder, PE, LEED AP

Associate Vice President
321.354.9707 | nstalder@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 Lake Emma CDD (Groveland, FL)

2. PUBLIC NOTICE DATE

February 28, 2020

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Nicole Stalder, PE, LEED AP, Associate Vice President

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER

321.354.9707

7. FAX NUMBER

407.649.8664

8. EMAIL ADDRESS

nstalder@dewberry.com

C. PROPOSED TEAM

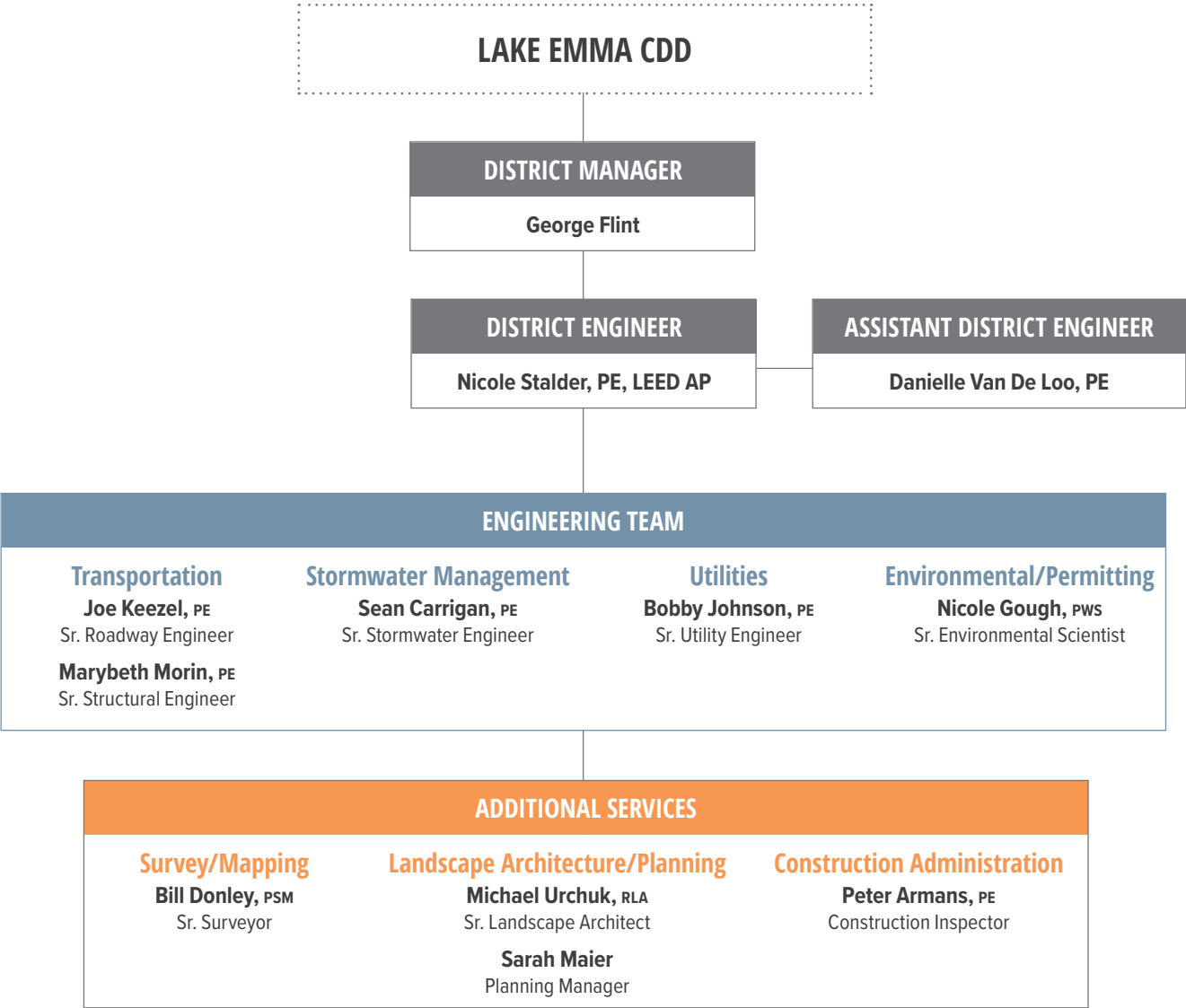
(Complete this section for the prime contractor and all key subcontractors.)

	(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	District Engineer; Assistant District Engineer; Transportation; Stormwater Management; Water/ Wastewater; Environmental Permitting; Surveying and Mapping; Landscape Architecture/ Planning; Construction Administration

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☒ (Attached)

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



“OUR TEAM’S EXPERIENCE AND COMMITMENT WILL
PROVIDE LAKE EMMA CDD WITH THE CONSISTENT,
QUALITY SERVICES REQUIRED TO SUCCESSFULLY SERVE
THIS CONTRACT”

– NICOLE STALDER, PE, LEED AP
DISTRICT ENGINEER

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Stalder, PE, LEED AP	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 19	b. WITH CURRENT FIRM 19
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil and Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Engineer #64720; LEED Accredited Professional	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Nicole Stalder, Associate Vice President with Dewberry, has 19 years of varied experience in public and private design, stormwater design and modeling, water distribution and sewer collection/transmission systems, and project reviews for various agencies. Nicole has a proven track record for meeting budgets and schedules on complex and short time frame design projects. She is known for her ability to quickly adapt to changing schedules, design parameters and client needs.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Assistant District Engineer. 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, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.			
b.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Assistant District 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 located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.			
c.	(1) TITLE AND LOCATION (City and State) Osceola Chain of Lakes CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
District Engineer. As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.			
d.	(1) TITLE AND LOCATION (City and State) Cascades PUD/CDD (Groveland, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Previous District Engineer/CDD Engineer. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.			
e.	(1) TITLE AND LOCATION (City and State) VillaSol CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
Assistant District Engineer. As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Danielle Van De Loo, PE	13. ROLE IN THIS CONTRACT Assistant District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 9
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) FL Professional Engineer #74676	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Danielle Van De Loo, Project Manager, has 14 years of diverse land development experience in both residential and commercial design. Danielle's responsibilities include the management of design of stormwater management and collection systems, water distribution systems, sanitary collection/transmission systems, grading, drainage modeling, and permitting. She is skilled in computer programs as MicroStation, AdICPR, StormCAD, WaterCAD, and other software for the design and modeling of projects. She is very familiar with Central Florida regulatory agencies and the Florida Water Management Districts' permitting processes

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	District Engineer. Live Oak Lake 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. Phases 1 – 8 consists of a mix of 50', 70' and 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.		
b.	(1) TITLE AND LOCATION (City and State) Osceola Chain of Lakes CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Assistant District 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 located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
c.	(1) TITLE AND LOCATION (City and State) Lancaster Park East (St. Cloud, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Senior Project Manager. 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, FEMA CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.		
d.	(1) TITLE AND LOCATION (City and State) Sanctuary at CenterPointe (City of Altamonte Springs, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Senior Project Manager. This project is a 5-story 300 unit apartment complex situated on 5.72 acres. The development includes a parking garage, pool and courtyards, and open space areas. A centrally located pool and courtyard with outdoor cooking facilities, a fire pit, and gathering areas connected via sidewalks, breezeways, and air conditioned hallways to other open space and recreation areas provided on the site.		

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 <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">23</td> <td style="text-align: center;">3</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	23	3
a. TOTAL	b. WITH CURRENT FIRM						
23	3						
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) FL Professional Engineer #57501					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

Joe Keezel has more than 23 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 district-wide contracts and prepared construction documents for more than 10 resurfacing, restoration and rehabilitation projects ranging from 2-lane rural to multi-lane urban. Joe also prepared several designs with limited survey using as-built plans, right-of-way maps and SLD's, as well as 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) Continuing Engineering Services – Roadway Design (FDOT, District Five)	<table style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center;">(2) YEAR COMPLETED</th> </tr> <tr> <td style="width: 50%; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">2019</td> <td style="text-align: center;">Ongoing</td> </tr> </table>	(2) YEAR COMPLETED		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2019	Ongoing
(2) YEAR COMPLETED								
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)							
2019	Ongoing							
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="display: flex; align-items: flex-start;"> <div style="width: 20px; text-align: center; margin-right: 10px;">a.</div> <div> <p>Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders include intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services include signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design and traffic studies. Joe is currently serving as Project Manager for the following projects:</p> <ul style="list-style-type: none"> State Road A1A at State Road 520 Intersection Improvements, Brevard County, FL – The primary intent of the project is to improve the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach and extending the northbound dual left turn lanes at the intersection of State Road A1A and State Road 520 in accordance with PPM Vol I Chapter 25. Also included in the project is the extension of the existing northbound left turn lane at the intersection of State Road A1A and Canaveral Plaza Boulevard (Marion Lane). State Road 5 at Matanzas Woods Parkway, Flagler County, FL – This project involves the design of a multi-lane roundabout at the intersection of State Road 5 (US 1) and Matanzas Woods Parkway. The project also includes updating pedestrian features at the intersection. Dallas Pond Re-Design, Marion County, FL – The primary intent of the project is to re-design the existing pond that is currently out of compliance for water quality treatment. Also included in the project is the extension of the outfall and acquisition of drainage easements for future maintenance of the complete drainage system. State Road 472, Volusia County, FL – The purpose of the project is to rehabilitate the asphalt pavement to extend the longevity of the roadway. The intent of the project is to mill and resurface the roadway, including necessary roadside improvements, in accordance with PPM Vol I Chapter 25. The project is located in Volusia County on State Road 472 from MP 0.376 to 2.931. The limits of the project include the State Road 15 interchange ramps. </div> </div>							
	<div style="display: flex; align-items: flex-start;"> <div style="width: 20px; text-align: center; margin-right: 10px;">b.</div> <div> <p>General Engineering Consultant (Central Florida Expressway Authority (CFX))</p> <p>Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$1.36 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.</p> </div> </div>							
	<div style="display: flex; align-items: flex-start;"> <div style="width: 20px; text-align: center; margin-right: 10px;">c.</div> <div> <p>I-4 Beyond the Ultimate, Segment 5 (FDOT, District One, Polk County, FL)</p> <p>Lead Roadway Engineer. This segment is a 4.5-mile section from West of State Road 25/US 27 to west of County Road 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/ US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections and improvements along US 27 are proposed with this project.</p> </div> </div>							

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 23	b. WITH CURRENT FIRM 21
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) FL Professional Engineer #57547	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Marybeth Morin, Senior Structural Engineer, has 23 years of experience in structural design of transportation structures. Marybeth is responsible for the design and plans 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 plans production.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	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	
	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 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.	(1) TITLE AND LOCATION (City and State) Wekiva Parkway (CFX, Orange County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2017
	(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 a new alignment, high speed, limited access facility 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 includes bridge structures over the Lake Victor floodplain, a future access road and Kelly Park Road. A partial cloverleaf interchange will be provided at Kelly Park Road. The project includes modifications to several local arterials and off-site stormwater management facilities.		
c.	(1) TITLE AND LOCATION (City and State) Suncoast Parkway 2, Section 2 (FDOT, Turnpike Enterprise, Citrus County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION (If applicable) Est. 2019
	(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 is for the design of a new roadway and is located from south of Grover Cleveland Boulevard to north of County Road 486, for a distance of approximately 8.5 miles. This new alignment project includes a major intersection and several county road crossings; traversing through heavy wooded areas, borrow pits, and subdivisions. Responsible for bridge design and plans production.		
d.	(1) TITLE AND LOCATION (City and State) State Road 20 over Chipola River Bridge (FDOT, District 3, Calhoun County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2010	CONSTRUCTION (If applicable) 2015
	(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 project involves the design of the replacement for the existing SR 20 bridge over Chipola River in Calhoun County. The existing bridge, constructed in 1941, is structurally deficient and functionally obsolete. The replacement structure will have fewer spans than the existing structure to expedite construction and improve the waterway. The bridge is located in an environmentally sensitive area with two protected species known to exist within the project limits. A permanent shifted alignment for the new bridge, as well as the use of a temporary bridge structure, was investigated for maintenance of traffic during construction.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sean Carrigan, PE	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 13	b. WITH CURRENT FIRM 1
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) FL Professional Engineer #73041	

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

Sean Carrigan, Senior Drainage Engineer, has 13 years of experience in roadway drainage design, including erosion control, environmental permitting and PD&E studies on various roadway projects for FDOT, as well as, municipal government clients throughout Florida. Sean's key expertise is in the design of open and closed drainage collection systems, culverts and stormwater management facilities, performing hydrological/hydraulic analysis for the design and construction of transportation projects, assisting in the coordination and compiling of environmental permitting applications for the approval by permitting agencies. He is skilled in the utilization of MicroStation, ASAD, ICPR, POND5 Modeling, Hy-8, HEC-RAS, GeoHEC-RAS, Culvert Service Life Estimator, Win-TR55, GeoPak Drainage, Corridor Modeling, BMPTRAINS, Bluebeam and Microsoft Office.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) State Road 5 at Matanzas Woods Parkway (FDOT, District Five, Flagler County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Drainage Engineer. Through our continuing services contract with District Five, this project involves the design of a multi-lane roundabout at the intersection of State Road 5 (US 1) and Matanzas Woods Parkway. The project also includes updating pedestrian features at the intersection.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) State Road A1A at State Road 520 Intersection Improvements , (FDOT, District Five, Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Drainage Engineer. Through our continuing services contract with District Five, the primary intent of this project is to improve the intersection for pedestrians and northbound left turning motorists by removing the free flow right turn lanes, realigning the east approach and extending the northbound dual left turn lanes at the intersection of State Road A1A and State Road 520 in accordance with PPM Vol I Chapter 25. Also included in the project is the extension of the existing northbound left turn lane at the intersection of State Road A1A and Canaveral Plaza Boulevard (Marion Lane).	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) 10th Avenue Complete Streets Feasibility and PD&E Study (FDOT, District One, Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Drainage Engineer. This study develops and evaluates complete street improvements along 10th Avenue from Riverside Drive to 17th Street West in the City of Palmetto to enhance multimodal mobility along the corridor. The approximately 1.1-mile study proposes complete street applications such as wider sidewalks, bicycle lanes, multimodal paths, enhanced transit amenities, reconfigured on-street parking, traffic calming measures, streetscaping aesthetics, and stormwater control features.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) State Road 436 Milling and Resurfacing (FDOT, District Five, Seminole County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Drainage Engineer. This project involves adding proposed dual left turn lanes at the intersection of SR 436 and Ronald Reagan Boulevard. The purpose of the project is to improve traffic flow, safety and mobility at the intersection.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) I-4 Beyond the Ultimate, Segment 5 (FDOT, District One, Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Drainage Engineer. The I-4 Beyond the Ultimate Segment 5 is a 4.5-mile section of I-4 from West of State Road 25/US 27 to west of County Road 532 (Polk/Osceola County Line) in Polk County, including the US 27 Interchange. The proposed I-4/ US 27 interchange is a full service partial cloverleaf interchange with loop ramps in the northwest and southeast quadrants. Eleven new bridges, substantial modifications to the ramp terminal intersections and improvements along US 27 are proposed with this project.	<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 Bobby Johnson, PE	13. ROLE IN THIS CONTRACT Senior Utility Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 15
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) FL Professional Engineer #77677	
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)			

Bobby Johnson has 15 years of varied land development experience in both residential and commercial design. As a project engineer, Bobby's responsibilities include the design of stormwater management and collection systems, water distribution systems, sanitary collection/transmission systems, grading, drainage modeling, and permitting. Additionally, he is skilled in the use of such computer programs as MicroStation, AdICPR, StormCAD, WaterCAD, and other software used in the design and modeling of projects. He is very familiar with Central Florida regulatory agencies and the St. Johns River Water Management District's (SJRWMD) permitting processes

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	District Engineer. 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, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		
b.	(1) TITLE AND LOCATION (City and State) Cascades PUD/CDD (Groveland, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Engineer. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.		
c.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	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, hospital and medical center, 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 trail, 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.	(1) TITLE AND LOCATION (City and State) Montecito CDD (Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Engineer. Montecito CDD is located in Brevard County in Satellite Beach, Florida. This project consists of 450 acres containing 749 units. Our services include engineering, surveying and construction administration for the CDD.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">22</td> <td style="text-align: center;">4</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	22	4
a. TOTAL	b. WITH CURRENT FIRM						
22	4						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Wetland Scientist #2585; FL Certified Prescribed Burn Manager #20144567; FL Certified Pesticide Applicator #PB11275; FL Certified Stormwater Management Inspector #3799; Railroad Worker's Safety Certified; Federal Red Card						

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

Nicole Gough, Environmental Manager, has 22 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 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/Conditional Letter of Map Revision, Geographic Information Systems (GIS) data collection and mapping, preparation of technical specifications and contract documents and stakeholder coordination/facilitation.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Lake Ashton CDD (Lake Wales, FL)	PROFESSIONAL SERVICES 2019	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		
	Environmental Scientist. As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.		
b.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Environmental Scientist. 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, hospital and medical center, 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 trail, 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.		
c.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	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', 70' and 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.		
d.	Montecito CDD (Brevard County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	Environmental Scientist. Montecito CDD consists of 450 acres containing 749 units. Our services include engineering, environmental, surveying and construction administration.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Bill Donley, PSM	13. ROLE IN THIS CONTRACT Survey Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">38</td> <td style="text-align: center;">19</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	38	19
a. TOTAL	b. WITH CURRENT FIRM						
38	19						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Finance		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Professional Surveyor and Mapper #5381					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

Bill Donley, Associate Vice President of Surveying and Mapping at Dewberry, has 38 years of experience in the surveying and mapping arena. Bill has successfully completed control surveys, design and right-of-way surveys and mapping, utility designation, excavation and utility mapping projects as well as hydrographic and mean high water surveys throughout the state. He has managed over 200 public and private roadway projects, design build endeavors and continuing service contracts.

19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE 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, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.						
<input checked="" type="checkbox"/> Check if project performed with current firm							
b.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE 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', 70' and 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.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.						
<input checked="" type="checkbox"/> Check if project performed with current firm							
d.	(1) TITLE AND LOCATION (City and State) Lake Ashton CDD (Lake Wales, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">2019</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2019	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	2019	N/A					
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Survey Manager. As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.						
<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 Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 29</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 3</td> </tr> </table>		a. TOTAL 29	b. WITH CURRENT FIRM 3
a. TOTAL 29	b. WITH CURRENT FIRM 3				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) FL Registered Landscape Architect #LA6666675			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Michael Urchuk, Senior Landscape Architect, has 29 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 to include, shop drawing and RFI review, field reports, final punch lists, and on-site project coordination meeting.

19. RELEVANT PROJECTS					
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
	Landscape Architect. Live Oak Lake 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. Phases 1 – 8 consists of a mix of 50', 70' and 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.				
b.	(1) TITLE AND LOCATION (City and State) VillaSol CDD (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
	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 engineering contract management and inspection services during construction.				
c.	(1) TITLE AND LOCATION (City and State) Osceola County Fire Training Facility (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES 2019</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) 2019</td> </tr> </table>		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
	Landscape Architect. Design of a training facility for the Osceola County fire department. This new Fire Training Facility is on approximately 11 acres. Site elements will include Open Air Training Course, a 9,500 SF fire station with 3 fire bays, Fire station Training Building, Burn Tower and Several Shaded Pavilions.				
d.	(1) TITLE AND LOCATION (City and State) Lancaster Park East (St. Cloud, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES 2019</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) 2019</td> </tr> </table>		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
	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, FEMA CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.				
e.	(1) TITLE AND LOCATION (City and State) Roadway Operations Facility (CFX)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES Ongoing</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable) N/A</td> </tr> </table>		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A			
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> Check if project performed with current firm </div>				
	Landscape Architect. As the General Engineering Consultant to CFX, Dewberry provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 SF office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 SF, and laydown yard.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sarah Maier	13. ROLE IN THIS CONTRACT Planning Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">14</td> <td style="text-align: center;">14</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	14	14
a. TOTAL	b. WITH CURRENT FIRM						
14	14						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) n/a					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

Sarah Maier, Land Use Planner at Dewberry, has experience in development entitlements for a variety of land uses and project sizes, including Developments of Regional Impact, Comprehensive Policy Plan Amendments, Zonings, Planned Developments, and Conceptual Land Use Planning. Sarah's responsibilities have ranged from Policy and Code amendments, GIS analyses as it pertains to land use planning and growth forecasting, and includes projects involving commercial, industrial, residential and mixed uses.

19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	Ongoing
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	Ongoing					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="display: flex; justify-content: space-between;"> X Check if project performed with current firm </div>							
Planning Manager. Live Oak Lake 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. Phases 1 – 8 consists of a mix of 50', 70' and 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.							
b.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="display: flex; justify-content: space-between;"> X Check if project performed with current firm </div>							
Planning 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, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.							
c.	(1) TITLE AND LOCATION (City and State) Cascades at Groveland PUD/CDD (Groveland, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="display: flex; justify-content: space-between;"> X Check if project performed with current firm </div>							
Planner/ GIS Technician. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.							
d.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">N/A</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	N/A
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	N/A					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <div style="display: flex; justify-content: space-between;"> X Check if project performed with current firm </div>							
Planning/GIS Technician. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake 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 Peter Armans, PE	13. ROLE IN THIS CONTRACT Construction Inspector	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">9</td> <td style="text-align: center;">Less than 1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	9	Less than 1
a. TOTAL	b. WITH CURRENT FIRM						
9	Less than 1						
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) FL Professional Engineer #87064; OSHA Construction Safety 10 Hour; Erosion & Sediment Control Certified						
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

Peter Armans, Project Engineer, has 9 years of experience in the planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Lake Ashton CDD (Lake Wales, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		2019	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.	<input checked="" type="checkbox"/> Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Viera CDD (Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Viera is a 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of both lakes and wetlands that provided storage through the SJRWMD and Brevard County. As District Engineer, our services include civil engineering, environmental, permitting, planning, surveying, construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Montecito CDD (Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. Montecito CDD is located in Brevard County in Satellite Beach, Florida. This project consists of 450 acres containing 749 units. Our services include engineering, surveying and construction administration.	<input checked="" type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) VillaSol CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Construction Inspector. As District Engineer, Dewberry's services include stormwater management system design; water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.	<input checked="" type="checkbox"/> Check if project performed with current firm	

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#1

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

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

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 ten (10) villages within the approved Planned Development for Starwood, which encompasses approximately 2,558 acres and is entitled for 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 that the Dowden West CDD is located in for both stormwater management design and FEMA floodplain determination.

Other services include providing landscape architecture design for the common open spaces and community parks, the design of community roads, that also include the extension of the four (4) lane Dowden Road through the community, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

- COST** \$500,000 (Consultant Fees to Date)

- SERVICES**

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

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

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, and 6 (Manatee County, 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

Anne Ross

c. POINT OF CONTACT TELEPHONE NUMBER

941.907.0202

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



Lakewood Ranch is an unincorporated 17,500-acre community located on Florida's Gulf Coast in Manatee County. Established in 1995, Lakewood Ranch has an 8,500-acre master planned community within it, consisting of seven villages with a variety of housing types and five CDDs. The development contains A-rated schools, shopping, business parks, hospital and medical center, three golf courses, as well as, an athletic center with fitness, aquatics, and lighted tennis courts. Lakewood Ranch has over 150 miles of sidewalks and trail, community parks, lakes and nature preserves abundant with native wildlife.

As the CDD Engineer for all five CDD's, Dewberry's services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City and County, and approval of all development and construction activities. Dewberry's services include civil engineering, planning, surveying, permitting, utilities, water quality, landscape architecture, construction estimates and administration, and coordination and monitoring of environmental jurisdictional areas through permitting agencies.

- COST** \$906,730 (Consultant Fees to Date)

- SERVICES**

- Civil Engineering
- Construction Estimates and Administration
- Coordination and Monitoring of Environmental Jurisdictional Areas through Permitting Agencies
- Landscape Architecture
- Permitting
- Planning
- Surveying
- Utilities
- Water Quality

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

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)*

Cascades at Groveland CDD (Groveland, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rizetta & Company, Inc.

b. POINT OF CONTACT NAME

Anthony Jeancola

c. POINT OF CONTACT TELEPHONE NUMBER

407.472.2471

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



Cascades at Groveland is a 751.9-acre master planned, residential community located in Lake County. The Development is approved as a planned development for 999 single-family units, an Amenity/Recreational Center, approximately 31 acres of commercial development and a North-South Infrastructure Road (Wilson Lake Parkway).

Dewberry provided services that obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided into 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road (Wilson Lake Parkway) to serve as a main connector road for the area. We assisted the project architects in the final site design of the Club House/Community Center and Recreational Facilities.

Additional work included the necessary improvements on US 27 for the main entrance road, the extensive design and permitting of both the water line to service the project and the sewer force main for connection of the sewer system to the City of Groveland facilities.

- **COST** \$350,000 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - Construction Estimates and Administration
 - Coordination of Environmental Jurisdictional Lines and Permitting
 - Due Diligence
 - Permitting
 - Planning
 - Surveying

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

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)*

Montecito CDD (Satellite Beach, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 ext 104

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



Dewberry is currently performing miscellaneous services for the Montecito CDD located on the east side of South Patrick Drive, north of Patrick Drive and west of U.S. Highway A1A in Satellite Beach, Florida.

Our services include engineering, surveying and construction administration. These services include, but are not limited to, attending monthly meetings, processing of pay requisitions and construction pay applications, and providing general civil engineering consulting services and input to the Board of Directors. These services are provided on an "as needed basis."

Dewberry also prepared an Engineering Report for bond issuance and provided cost estimates for said process.

- **COST** \$480,210 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - District Board Meetings
 - Monthly Meetings
 - Processing Construction Pay Applications
 - Processing Pay Requisitions

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

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)*

Narcoossee CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

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 in Orlando, 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. The Narcoossee CDD encompasses the entire 416 acres, and will construct, operate and maintain infrastructure to support all of its communities.

Dewberry is the CDD Engineer for this project. Our services include engineering evaluations, owner coordination with City of Orlando and Orange County, and approval of all development and construction activities.

- **COST** \$265,000 (Consultant Fees to Date)
- **SERVICES**
 - Civil Engineering
 - Construction Administration
 - Development Planning
 - Permitting
 - Surveying

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#6

21. TITLE AND LOCATION (City and State)

Lake Ashton CDD (Lake Wales, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

2019

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

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 served as the District Engineer and provided consulting engineering, surveying, design and permitting of improvements and modifications and construction administration services for the Lake Ashton CDD. This afforded us a thorough understanding of meeting our client's current and future needs within the CDD.

As the Lake Ashton CDD District Engineer, we provided professional consulting services that addressed many specific needs of this community and specifically to the facilities owned by the District.

As District Engineer, we assisted the District with regard to infrastructure issues of facilities that are owned by the CDD. We provided services associated with the infrastructure in the community, which included reviewing conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities. We also provided engineering services to the CDD Board, including roadway analysis and maintenance repair priorities, construction cost estimates and coordination of a roadway repair and improvement program for all the roads within the CDD, and the review and inspection program for the stormwater management system for compliance and maintenance needs of the lake and ponds system serving the community.

- COST** \$227,355 (Consultant Fees)

- SERVICES**

- Attendance to Board Meetings
- Attendance to Community Meetings
- Construction Cost Estimates
- Coordinate Review/Inspection/Analysis of Roadway Determination Around Utility Manholes
- Coordination of Roadway Repair and Improvement Program for Roads within the CDD
- Engineer's Report for Submittal to the Board on Status
- Engineering Services for Roadway Systems/Analysis/Maintenance Repair Priorities Report
- Reports and Recommendations on all CDD-owned Areas
- Review and Inspection Programs for Stormwater Management System for Compliance and Maintenance of Lake and Pond System

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#7

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

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

Jillian Borns

c. POINT OF CONTACT TELEPHONE NUMBER

407.841-5524 ex. 115

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



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 plus 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' right-of-way is master planned to be a 4 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 5 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 right-of-way.

- **COST** \$2.1 million (Consultant Fees to Date)
- **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

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

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)

Viera CDD (Viera, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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



Viera Planned Development and CDD is a 2,000-acre mixed-use development in the City of Viera, located east of I-95 and north of Murrell Road in Brevard County. The project consists of 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, this project presented some unique design challenges; including creating a viable community that balanced the developable parcels with existing ecological systems. Additional challenges related to the need to tie into both existing and proposed roadways and proposed master utilities serving the project.

Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of both lakes and wetlands that provided storage through the SJRWMD and Brevard County. We also monitor the wetland systems in compliance with the SJRWMD permit as well as the design of the entire infrastructure.

Dewberry continues to serve as the District Engineer for this project. Our services included consulting services, civil engineering, environmental services, permitting, planning, surveying, construction administration and presentations to the Board of Supervisors for the CDD. Dewberry also gives presentations to the Board of Supervisors for the CDD and is on-call to the District Manager.

- COST** \$214,000 (Consultant Fees to Date)

- SERVICES**

- Civil Engineering
- Construction Administration
- Consulting Services
- Environmental Services
- Permitting
- Planning
- Presentations
- Surveying

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#9

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

Osceola Chain of Lakes (Osceola County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Hanover Lakes

b. POINT OF CONTACT NAME

Tony Lorio

c. POINT OF CONTACT TELEPHONE NUMBER

407.988.1408

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



Osceola Chain of Lakes CDD is 177 acres, master planned residential community located in Osceola County, Florida. Being constructed over five phases, the development has 541 total units consisting of both 50' and 60' lots. While Dewberry was not the design engineer, we have assisted the team and also serve as the CDD engineer. As District Engineer, our services include roadway improvements, water and reuse distribution design, sanitary sewer collection system design, master stormwater management design, environmental/permitting, and landscaping/hardscaping/irrigation design.

- COST** 35,000

- SERVICES**

- Environmental/Permitting
- Landscaping/Hardscaping/Irrigation Design
- Master Stormwater Management Design
- Roadway Improvements
- Sanitary Sewer Collection System Design
- Water and Reuse Distribution Design

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

#10

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

Country Greens CDD (Sorrento Springs PD) (Lake County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

InfraMark

b. POINT OF CONTACT NAME

Robert Koncar

c. POINT OF CONTACT TELEPHONE NUMBER

407.566.4122

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



Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD in Lake County, Florida. Developed by Hewitt Properties, Inc., the project will contain 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Springs Community. In April 2002, construction of the first of four phases began.

As the CDD Engineer, Dewberry's services include engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities

- COST** \$320,000 (Consultant Fees to Date)

- SERVICES**

- Civil Engineering
- Construction Administration
- Due Diligence
- Landscape Architecture
- Permitting
- Planning
- Surveying

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
Nicole Stalder, PE, LEED AP	District Engineer	●		●				●		●	●
Danielle Van De Loo, PE	Assistant District Engineer							●		●	
Joe Keezel, PE	Sr. Roadway Engineer										
Marybeth Morin, PE	Sr. Structural Engineer		●	●	●		●	●			
Sean Carrigan, PE	Sr. Stormwater Engineer										
Bobby Johnson, PE	Sr. Utility Engineer	●	●	●	●			●			
Bill Donley, PSM	Survey Manager	●	●	●	●	●	●	●	●		●
Nicole Gough, PWS	Sr. Environmental Scientist	●	●		●	●	●	●			
Michael Urchuk, RLA	Sr. Landscape Architect	●	●					●			
Sarah Maier	Planning Manager	●	●	●	●	●	●	●	●	●	●
Peter Armans, PE	Construction Inspector				●		●		●		●

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 , Orlando, FL	6	Lake Ashton CDD , Lake Wales, FL
2	Lakewood Ranch CDD 1, 2, 4, 5, 6 , Manatee County, FL	7	Live Oak Lake CDD (Twin Lakes Development) , Osceola County, FL
3	Cascades at Groveland CDD , Groveland, FL	8	Viera CDD , Viera, FL
4	Montecito CDD , Satellite Beach, FL	9	Osceola Chain of Lakes CDD , Osceola County, FL
5	Narcooseee CDD , Orlando, FL	10	Country Greens CDD , Lake County, FL

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 50 locations and over 2,000 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' most complex 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 has 15 office locations and over 300 employees in 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
- Landscape Architecture
- Mechanical, electrical, and plumbing services
- Planning
- Program management
- Site/civil services
- Surveying/mapping
- Sustainability
- Transportation
- Water/wastewater/reclaimed water services

We put clients first, we build strong and lasting relationships to become trusted advisors to our clients. Personal commitment to our clients and standing behind our work are central principles of the "Dewberry Way."

Relevant Experience

The absolute best predictor of future success is past performance and we have a lot of experience in all areas

**DEWBERRY HAS
300+ EMPLOYEES
IN FLORIDA**

required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

During past years in business, **no other Central Florida firm has been more involved in Florida's explosive development.** This is demonstrated by the work we have performed for hundreds of clients over four decades. We have developed a unique general approach to land development projects. Our approach is tried-and-true, and it has proven, time-and-time-again, to reduce the coordination efforts for our clients and, importantly, it produces successful projects.

Dewberry has also developed a "Land Development Process" Manual. All our professional staff members are required to know our quality procedures and to stay abreast of regulatory changes. The purpose of this manual is to describe the method and process in which Dewberry provides planning, design and construction related services for Land Development projects. This process minimizes the opportunity for missed deadlines, decreases errors and omissions on the plans, plats, calculations and permits, and maximizes the opportunity to produce high quality, build-able projects, resulting in satisfied clients and a positive company reputation in the engineering community.

We have a defined, workable Quality Control Plan. Every submittal is checked by an independent reviewer using our written quality control procedures. These procedures include Sufficiency Checklists to ensure that the documents are complete. The quality control checks are scheduled within the project master schedule to ensure that time is allocated to make revisions. All of our firm's staff use Quality Control Manuals to ensure that the project is being prepared correctly. All of this detail means that our clients can be confident that they are getting the best possible product from Dewberry.

The following CDD projects are representative of our relevant project experience:

H. ADDITIONAL INFORMATION

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

- 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 Ashton CDD, Lake Wales, Polk County
- Lakewood Ranch CDDs 1, 2, 4, 5, 6, Manatee County
- Lakewood Ranch Stewardship, 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
- Reunion Resort CDD, Osceola County
- Verandas CDD, Pasco County
- Viera CDD, Brevard County
- VillaSol CDD, Osceola County

Project Approach

We have prepared an organizational approach to fit the specific categories of Lake Emma 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 Lake Emma CDD's policies and procedures.

Serving as District Engineer is **Nicole Stalder, PE, LEED AP**. Nicole has 19 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across North and Central

Florida. This includes Live Oak Lake CDD (Twin Lakes Development) in Osceola County, which is a multi-phased active adult community consisting of a mix of 50', 70' and duplex units totaling 2,023 units; Cascades at Groveland CDD in Groveland, which consists of a 999 single-family development with a clubhouse, horticulture center, and 31 acres of commercial development; Lancaster Park East in City of St. Cloud, which consists of 461 single family units and community facilities that are spread across 4 phases; designed over 2,000 units in the Town Center and Villages of Horizon West in Orange County; Spruce Creek Country Club in Marion County, which includes 11 neighborhoods, 1,400 lots, and a golf course; Fore Ranch in Ocala, which includes 636 single-family homes and 486 townhomes; and her extensive experience designing single-family and multi-family developments, including Randal Park (apartments), Steel House (apartments), The Sevens (apartments), Split Oak Development (single-family and townhomes), Fells Landing (single-family).

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 Lake Emma 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.

H. ADDITIONAL INFORMATION

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

Water/Wastewater Services

Our team can provide both utility analyses of existing master systems, preparation and updates to master plans, as well as prepare utility construction plans. Dewberry can analyze the existing utility systems and make recommendations for upgrades or replacement. We have designed numerous utility collection and transmission facilities, gravity sewers, force mains, reuse water and potable water systems. We have also designed numerous wastewater and water pump stations. We also have experience in the transformation of septic tank systems by the installation of new sewer systems.

Stormwater Management Services

Our integrated stormwater management services range from large basin studies to the design of collection systems. Our team has performed analysis on various projects throughout Florida. We have designed culvert replacements to extensions on numerous roadway projects, ranging from 2-lane rural widening to multi-lane expressways.

Drainage design and permitting are critical parts of any project. We will provide assistance to the CDD in coordination, 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 CDD. 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 CDD. Existing drainage patterns, ponding concerns and erosion problems will be documented. We will contact the CDD's Maintenance Engineer to discuss any concerns regarding the project area.

Survey and Mapping Services

Dewberry has provided continuing surveying services for several counties and municipalities throughout the

State of Florida. Our large in-house survey staff, with numerous crews out of our Orlando office, are well-versed in the rigors of on-call assignments and the immediate response time that they require. We utilize state-of-the-art equipment to provide cost effective surveying, right of way mapping, utility designation and Subsurface Utility Excavation (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, Right-of-Way Mapping, SUE, Topographic Surveys and Utility Surveys.

SUE technology combines geophysics, surveying and civil engineering to better locate underground utilities. This service helps our clients avoid costly utility conflicts and construction delays caused by inaccurately plotted utilities. Our 3-D Laser Scanning equipment allows our survey crews to accurately collect field data comprehensively and, most importantly, safely. Dewberry is one of a select few firms in the state to have this technology.

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 the 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 CDD informed of the progress of all permits and respond promptly to all requests for additional information.

As part of our efforts for Lake Emma 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, FWC, USACE, and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

H. ADDITIONAL INFORMATION

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

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 Lake Emma CDD will include presentations to CDD Commissioners and public meetings, where we would provide assistance to the CDD for the understanding of technical items, proposed developments, projected roadway designs, possible right-of-way changes, and to provide a professional and expert opinion on that may be needed by the CDD. Dewberry can assist the CDD 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

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, it is imperative that our team monitor the project budget and keep the CDD consistently informed. We have worked with many cities and counties on providing all construction services, including the 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 CDD 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 CDD in various construction management related tasks. We routinely perform these services for both our public and private clients. Our services include:

- Bid Document Preparation
- Bid Summarization and Analysis
- Construction Inspection

- Construction Scheduling
- Final Regulatory Acceptance
- Pay Application Verification
- Project Value Engineering
- Record Drawings
- Shop Drawing Review
- Utility Company Coordination

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 a specific task or project has been identified by the CDD. Once identified, we will coordinate with the CDD to obtain all existing information. This data collection effort is very important in that it provides us valuable information prior to developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the CDD and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the projects background, scope requirements, project constraints and other relevant issues will be held to reach an understanding of 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 CDD prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for the 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.

H. ADDITIONAL INFORMATION

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

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 and not merely based on the way things have always been done in the past.

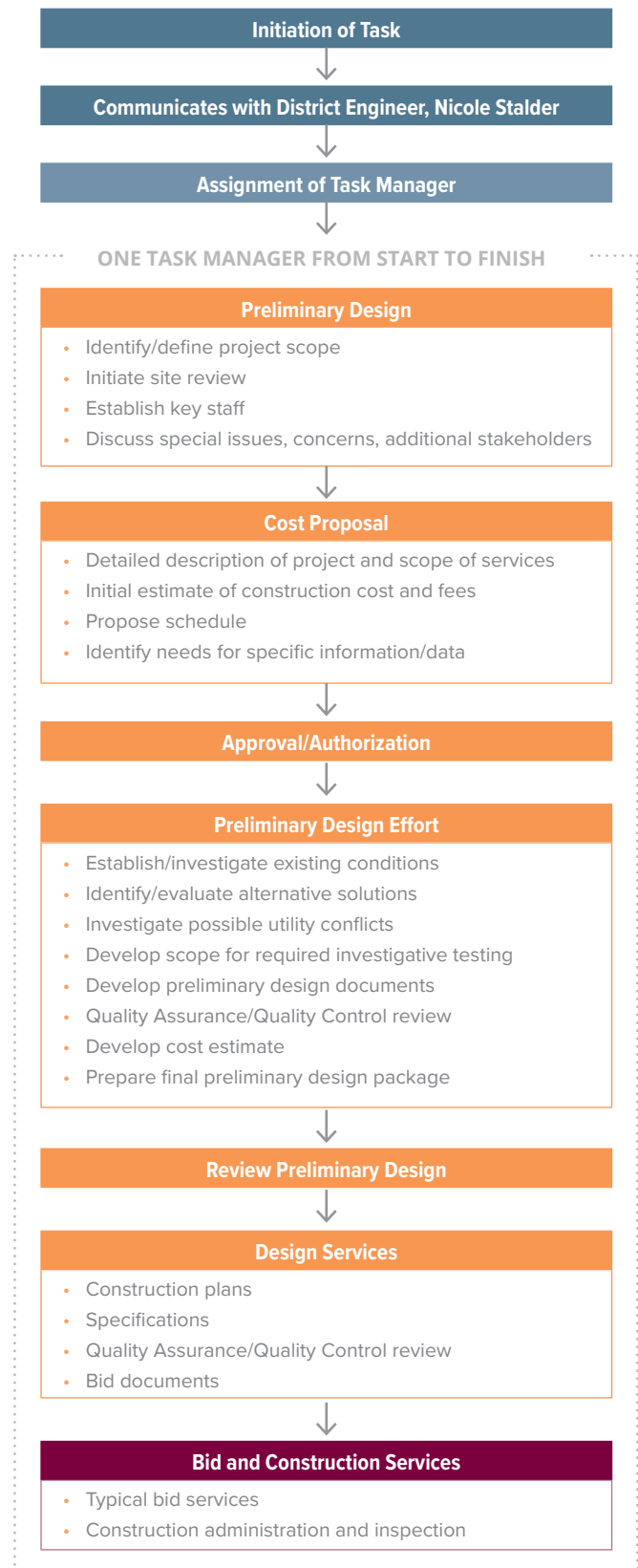
PROJECT COSTS

We understand the financial constraints that clients face, due to the budget cuts and rising construction and right-of-way 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/or right-of-way 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 to keep projects within budget or to notify the CDD that budgets may need to be adjusted.

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, as well, because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Lake Emma will be limited. Furthermore, 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. The following proven actions will be used by our team to control the project schedule:

- **Experienced Client Manager.** Our District Engineer, Nicole, routinely manages multi discipline projects, where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between each discipline, enabling us to direct our staffing resources.
- **Team Meetings.** Coordination will be ensured through 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 Lake Emma CDD when projects are in process. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.



H. ADDITIONAL INFORMATION

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

- **Being Proactive.** While managing the schedule, we will be proactive (vs. reactive) on all tasks. 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 that will 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. This review is performed by senior level staff not directly involved in the project and may be located in a separate office.

CONSTRUCTABILITY/BIDABILITY REVIEW

Prior to the 90 and 100 percent submittals, the plans will be subjected to a constructability/bidability review. This review will be performed by our in-house construction administrators.

Quality Assurance/Quality Control

Dewberry understands the value of repeat business. 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:

- **Plan.** Quality is controlled by adequate planning, coordination, supervision and 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 supervision of 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 not only the work but also the procedures used in performing the work.

Asset Management

The Dewberry Team is a leader in developing comprehensive, strategic asset management programs for public infrastructure. We typically utilize and coordinate with IT, GIS, mapping, and other appropriate technologies. Our asset management services are part of an approach for helping clients build dynamic, sustainable organizations that are capable of and committed to delivering the highest possible level of value and service to their customers.

Our team brings a level of credibility to the process that cannot be gained from a strict management-only consulting approach. Over the coming future years, aging infrastructure will require an increasing higher portion of an organization's Capital and Renewal & Replacement (R&R) dollars. Planning today must focus on risk based assessments, including targeted condition assessment to quantify and prioritize limited R&R and capital dollars. The Dewberry Team is comprised of subject matter experts that champion this innovative approach.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

03.16.2020

33. NAME AND TITLE

Nicole Stalder, PE, LEED AP, Associate Vice President

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)

2a. FIRM (or Branch Office) NAME

Dewberry Engineers Inc.



3. YEAR ESTABLISHED

2013

4. UNIQUE ENTITY IDENTIFIER

078839109

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)

Bowyer-Singleton & Associates, Inc.

8b. YEAR ESTABLISHED

1972

8c. UNIQUE ENTITY IDENTIFIER

078839109

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees	
		(1) FIRM	(2) BRANCH
02	Administrative	210	10
08	CADD Technician	77	5
12	Civil Engineer	367	9
16	Construction Manager	41	1
20	Economists/Financial Analysts	47	4
24	Environmental Scientist	38	4
38	Land Surveyor	220	36
39	Landscape Architect	33	3
47	Planner: Urban/Regional	35	5
57	Structural Engineer	138	6
60	Transportation Engineer	111	21
62	Water Resources Engineer	119	5
	Program Analyst/Program Manager	27	2
	Water/Wastewater Engineer	89	1
	Other Employees	740	2
	Total	2292	114

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
B02	Bridges	1
E09	Environmental Impact Studies, Assessments or Statements	1
H11	Housing (Residential, Multi-Family; Apartments; Condominiums)	4
L02	Land Surveying	6
L10	Land Development, Residential	6
L11	Land Development, Commercial	5
L13	Land Development, Public	2
S09	Structural Design; Special Structures	1
S10	Surveying; Platting; Mapping; Flood Plain Studies	4
T03	Traffic & Transportation Engineering	7
T04	Topographic Surveying and Mapping	5
T05	Towers (Self-Supporting & Guyed Systems)	3
W02	Water Resources; Hydrology; Ground Water	1
W03	Water Supply; Treatment and Distribution	1

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRMS FOR LAST 3 YEARS
(Insert revenue index number shown at right)

a. Federal Work	1
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

1. Less than \$100,000
2. \$100,000 to less than \$250,000
3. \$250,000 to less than \$500,000
4. \$500,000 to less than \$1 million
5. \$1 million to less than \$2 million
6. \$2 million to less than \$5 million
7. \$5 million to less than \$10 million
8. \$10 million to less than \$25 million
9. \$25 million to less than \$50 million
10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE

September 19, 2019

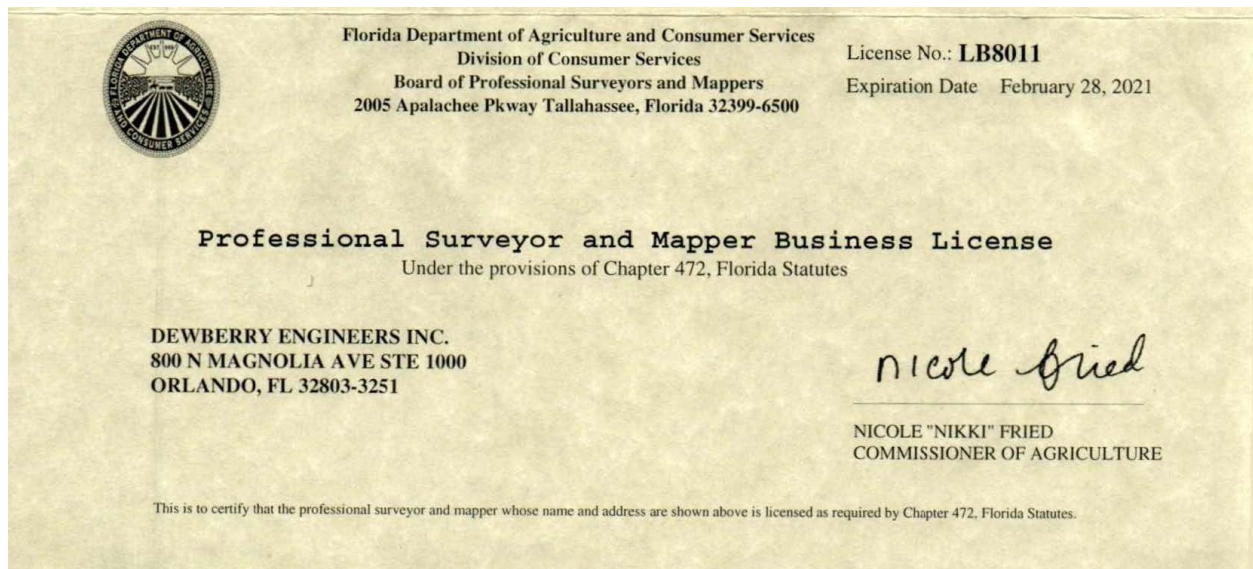
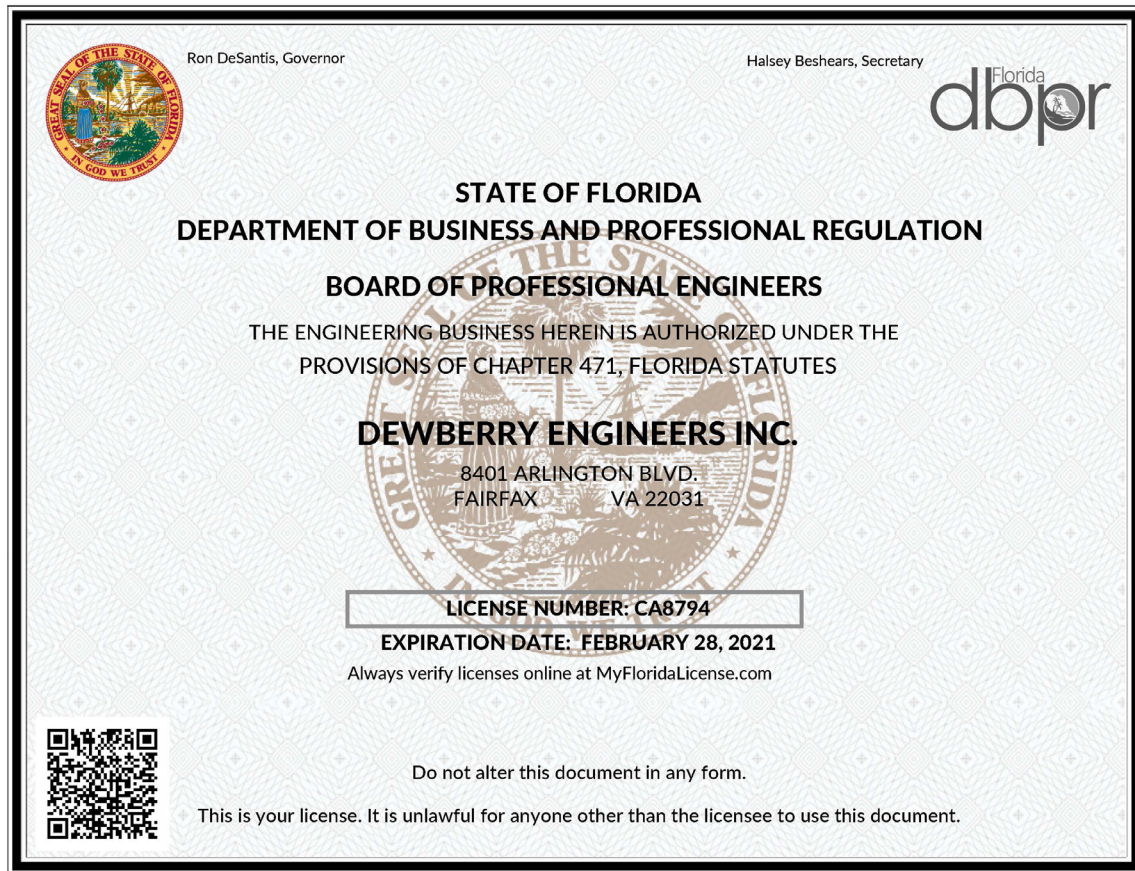
c. NAME AND TITLE

Donald E. Stone, Jr., Director/Executive Vice President

SECTION 2: Firm Licenses



FIRM 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, 2019, that its most recent annual report/uniform business report was filed on April 19, 2019, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-sixth day of April,
2019*



Ronald R. DeSantis
Secretary of State

Tracking Number: 1962947838CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

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 varied array of experience, disciplines, and available resources available to provide the required services to the Lake Emma. Our team can provide engineering design, planning management, technical, and administrative services as requested by Lake Emma and will make a commitment to prioritize the CDD's needs.

Serving as District Engineer is **Nicole Stalder, PE, LEED AP**. She has 19 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Central Florida. This includes Live Oak Lake CDD (Twin Lakes Development) in Osceola County; Cascades at Groveland CDD in Groveland; Lancaster Park East in City of St. Cloud; designed over 2,000 units in the Town Center and Villages of Horizon West in Orange County; Spruce Creek Country Club in Marion County; Fore Ranch in Ocala; and her extensive experience designing single-family and multi-family developments, including Randal Park Apartments, Steel House Apartments, The Sevens Apartments, Split Oak Development, and Fells Landing.

Serving as Assistant District Engineer for the Lake Emma CDD is **Danielle Van De Loo, PE**. Danielle has 14 years of diverse land development experience in both residential and commercial design. As assistant district engineer, Danielle's responsibilities include the management of design of stormwater management and collection systems, water distribution systems, sanitary collection/transmission systems, grading, drainage modeling, and permitting. Additionally, she is skilled in the use of such computer programs as MicroStation, AdICPR, StormCAD, WaterCAD, and other software used in the design and modeling of projects. She is very familiar with Central Florida regulatory agencies and the Florida Water Management Districts' permitting processes.

Our project management and organizational structure within each key service areas demonstrates our thorough understanding of the

Why Dewberry?



District Engineer for 25+ CDDs across Florida



Local, experienced District Engineer ready to work for you



Comprehensive understanding of CDD's infrastructure and operational needs



300+ employees in 15 offices within Florida, including a local office in Orlando



Cohesive group of professionals integrated across service areas to leverage success for our clients



60+ years helping clients build and shape communities

scope of this contract and our desire to meet the objectives of the project assignments.

Our senior experienced professionals are all well versed in addressing their particular specialty area and have associates working under their direction to efficiently tackle any assignment from Lake Emma. 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 effectively and efficiently design and manage all tasks. 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 your requests and provide all technical support under one roof.



FIGURE 3.1 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.”

For more information on our project management team, we have provided résumés in our Standard Form 330 included in **Section 1: Standard Form 330** of our proposal.

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 ensure 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 a deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 25 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to the continued 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,

**DEWBERRY WAS
NAMED ENR'S 2019
SOUTHEAST DESIGN
FIRM OF THE YEAR**

landscape architecture, and cost and schedule estimating. We envision and help realize possibilities to enrich communities, restore built and natural environments, and manage positive change.

The following table demonstrates our CDD experience throughout Florida:

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
Cascades at Groveland CDD, Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD), Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD, Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD, Flagler County, 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 Ashton CDD, Lake Wales, 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	●			●					●	●

<u>CDD/Location</u>	District Engineer	Planning	Due Diligence	Civil Engineering	Roadway Design	Stormwater Design	Environmental/Permitting	Landscape Architecture	Survey	Construction Admin
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	●	●		●		●			●	●
Verandas CDD , Pasco County, FL	●	●		●			●		●	●
Viera CDD , Brevard County, FL	●	●		●			●		●	●
VillaSol CDD , Osceola County, FL	●	●		●	●	●		●	●	●

Geographic Location

With 15 office locations and over 300 employees in Florida, we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office, Nicole and Danielle 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.

By utilizing our extensive presence within Central Florida, our approach to the CDD's projects will combine our understanding of the various project assignments with our experience in identifying the CDD'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 Lake Emma. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.

Current and Projected Workloads

Dewberry has an excellent track record of meeting time and budget requirements on the projects we have highlighted in this response and will meet this goal with Lake Emma CDD. **We are fully available for this contract!**

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, right-of-way mappers, roadway engineers, maintenance of traffic engineers and construction inspection personnel, has the capacity to address all of the CDD's needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit to the CDD our dedicated team members for these important projects.

Volume of Work Previously Awarded to Consultant by District

Dewberry has worked for the Lake Emma CDD as Interim District Engineer. We also have extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 25 CDDs in Florida, which allows us to provide Lake Emma CDD with the unique experience, familiarity, and understanding of the type of services that will be requested.



 **Dewberry®**

www.dewberry.com

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2020-26

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE LAKE EMMA 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 replace all prior versions of the Rules of Procedure, if any, and 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 March, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A

RULES OF PROCEDURE

**RULES OF PROCEDURE
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MARCH 25, 2020

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Rule 1.0 General.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board

member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
 - (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (____) _____. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

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

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

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

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

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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

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

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

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

the District shall proceed, at the petitioner's written request, to process the petition.

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

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

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

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

Rule 3.0 Competitive Purchase.

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

- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
 - (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) “Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response” all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the

Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(6) Contracts: Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
- ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
- iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension,

revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

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

hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may

proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best

interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

- (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
- (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
- (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
 - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized; subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
 - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
 - 1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board,

for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

Evidence of compliance with these Rules must be submitted with the proposal if required by the District. Failure to

submit evidence of compliance when required may be grounds for rejection of the proposal.

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

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest 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 March 25, 2020, 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 B

SECTION 1

RESOLUTION 2020-27

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

WHEREAS, the Lake Emma Community Development District ("District") was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments that 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 ("Uniform Method"); and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Lake 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*, and received testimony from the public and landowners regarding the use of the Uniform Method; and

WHEREAS, the District desires to use 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 the lands described in **Exhibit A**.

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

SECTION 1. The Lake Emma Development District, upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the Uniform Method of collecting assessments imposed by the District as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments

which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the Uniform Method for that year is in the best interests of the District.

SECTION 2. This Resolution shall become effective upon its passage and the District's Secretary is authorized and directed to provide the Property Appraiser and Tax Collector of Lake County and the Department of Revenue of the State of Florida with a copy 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 March, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Print Name

Exhibit A: Legal Description

Exhibit A:

**LEGAL DESCRIPTION
NORTH PARCEL**

A PARCEL OF LAND LYING IN SECTION 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND INCLUDING BLOCKS 133-136, 141-143, 149-152, INCLUDING UNOPEN STREETS OF TOWN PLAT OF VILLA CITY AS RECORDED IN PLAT BOOK 1, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A POINT OF BEGINNING; THENCE RUN SOUTH $89^{\circ}52'55''$ EAST, ALONG THE NORTH LINE THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1334.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH $89^{\circ}44'08''$ EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1321.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH $00^{\circ}17'36''$ WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1328.52 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH $89^{\circ}43'43''$ EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE 330.72 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE RUN SOUTH $00^{\circ}16'51''$ WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1307.33 FEET TO THE NORTH RIGHT-OF-WAY OF LAKE EMMA ROAD; THENCE RUN THE FOLLOWING 7 COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE: NORTH $89^{\circ}47'25''$ WEST, 1655.08 FEET, NORTH $89^{\circ}47'25''$ WEST, 1.39 FEET, NORTH $89^{\circ}49'46''$ WEST, 840.48 FEET, NORTH $00^{\circ}05'25''$ EAST, 8.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 889.64 FEET, A CENTRAL ANGLE OF $16^{\circ}01'39''$, AN ARC LENGTH OF 248.86 FEET, A CHORD LENGTH OF 248.05 FEET, AND A CHORD BEARING OF SOUTH $82^{\circ}04'35''$ WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, THENCE RUN WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.24 FEET, A CENTRAL ANGLE OF $27^{\circ}21'21''$, AN ARC LENGTH OF 226.90 FEET, A CHORD LENGTH OF 224.75 FEET, AND A CHORD BEARING OF SOUTH $87^{\circ}44'26''$ WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH $78^{\circ}34'53''$ WEST, 24.69 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 31; THENCE RUN NORTH $00^{\circ}22'55''$ EAST, ALONG SAID WEST LINE, 1338.38 FEET TO THE

SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN NORTH 00°22'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1328.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 171.082 ACRES MORE OR LESS.

**LEGAL DESCRIPTION
SOUTH PARCEL**

A PARCEL OF LAND LYING IN SECTION 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND SECTION 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF STATE 19 (FORMERLY KNOWN AS STATE ROAD 459) HAVE A 100' RIGHT-OF-WAY WIDTH PER FLORIDA DEPARTMENT RIGHT-OF-WAY MAP PROJECT 1109 AND THE EAST OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN NORTH 00°40'25" WEST, ALONG SAID EAST LINE 120.72 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°52'46" WEST, 893.34 FEET; THENCE RUN NORTH 00°22'16" EAST, 40.02 FEET; THENCE RUN NORTH 89°56'54" WEST, 520.33 FEET TO THE EDGE OF WATER OF LAKE LUCY; THENCE RUN THE FOLLOWING 4 COURSES ALONG THE EDGE OF WATER OF LAKE LUCY, SOUTH 19°45'14" EAST, 18.72 FEET; SOUTH 33°48'16" EAST, 27.48 FEET; SOUTH 34°30'36" EAST, 30.00 FEET; SOUTH 20°50'14" EAST, 46.72 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 6; THENCE SOUTH 00°22'37" WEST, ALONG SAID EAST LINE, 225.02 FEET TO THE SOUTH LINE THE NORTHEAST QUARTER OF SAID SECTION 6; THE RUN NORTH 89°52'57" WEST, ALONG SAID SOUTH LINE 1323.74 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 00°28'03" EAST, ALONG SAID WEST LINE, 1177.68 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE RUN THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'10" EAST, ALONG SAID NORTH LINE 851.56 FEET; THENCE RUN NORTH 00°40'25" WEST, 1176.78 FEET TO THE SOUTH LINE OF THE TOWN PLAT OF VILLA CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°48'47" EAST, ALONG SAID SOUTH LINE, 667.87 FEET TO THE EAST LINE OF SAID PLAT OF VILLA CITY, THENCE RUN NORTH 00°22'55" EAST, ALONG SAID EAST LINE, 1277.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE EMMA ROAD; THENCE RUN THE FOLLOWING 8 COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 78°34'53" EAST, 14.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, THENCE RUN EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 525.24 FEET, A CENTRAL ANGLE OF 27°21'21", AN ARC LENGTH OF 250.77 FEET, A CHORD LENGTH OF 248.40 FEET, AND A CHORD BEARING OF NORTH 87°44'26" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY;

THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 839.68 FEET, A CENTRAL ANGLE OF 7°53'52", AN ARC LENGTH OF 115.75 FEET, A CHORD LENGTH OF 115.65 FEET, AND A CHORD BEARING OF NORTH 78°00'43" EAST TO A POINT; THENCE RUN NON-TANGENT TO SAID CURVE, SOUTH 89°49'56" EAST, 959.09 FEET; SOUTH 89°47'22" EAST, 1.28 FEET; SOUTH 89°47'22" EAST, 2057.90 FEET TO POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°12'17", AN ARC LENGTH OF 14.92 FEET, A CHORD LENGTH OF 14.70 FEET, AND A CHORD BEARING OF SOUTH 72°41'17" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 55°35'08" EAST, 102.55 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19, THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: SOUTH 34°18'17" WEST, 1505.86 FEET, SOUTH 34°18'17" WEST, 2631.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 241.889 ACRES MORE OR LESS.

SECTION C

SECTION 1

RESOLUTION 2020-28

THE ANNUAL APPROPRIATION RESOLUTION OF THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020

WHEREAS, the District Manager has submitted to the Board of Supervisors (the "Board") a proposed budget for the current budget year along with an explanatory and complete financial plan for each fund of the Lake Emma Community Development District, pursuant to the provisions of Section 190.008(2)(a), Florida Statutes; and

WHEREAS, prior to the adoption of the proposed annual budget (the "Proposed Budget"), the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), Florida Statutes; and

WHEREAS, the Board set March 25, 2020, as the date for a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), Florida Statutes; and

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

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

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

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

Section 1. Budget

- a.** That the Board of Supervisors has reviewed the District Manager's Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. That the District Manager's Proposed Budget, attached hereto as Exhibit "A," as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), Florida Statutes, and incorporated herein by reference; provided, however, that the comparative figures contained in the adopted budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures for Fiscal Year 2019 and/or revised projections for Fiscal Year 2020.
- c. That the adopted budget, as amended, shall be maintained in the office of the District Manager and at the District's Records Office and identified as "The Budget for the Lake Emma Community Development District for the Fiscal Year Ending September 30, 2020," as adopted by the Board of Supervisors on March 25, 2020.
- d. The final adopted budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption.

Section 2. Appropriations

There is hereby appropriated out of the revenues of the Lake Emma Community Development District, for the fiscal year beginning October 1, 2019, and ending September 30, 2020, the sum of \$ 71,054 from the General Fund, to be funded by a Developer Funding Agreement, raised by the levy of assessments, or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year.

Section 3. Supplemental Appropriations

Pursuant to Section 189.418(6), Florida Statutes, the following provisions govern amendments to the budget(s) for any particular fund(s) listed above:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.
- d. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.418 of the Florida Statutes, among other applicable laws.

Introduced, considered favorably, and adopted this 25th day of March, 2020.

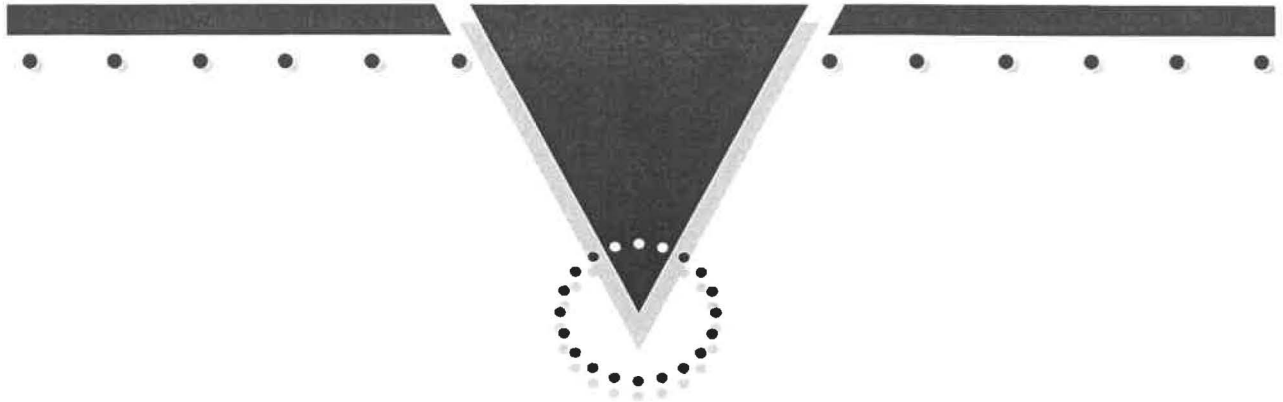
ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2019/2020 Budget



Lake Emma
Community Development District

Proposed Budget
FY 2020



Lake Emma

Community Development District

<u>Description</u>	<u>Proposed Budget FY2020</u>
<u>Revenues</u>	
Developer Contributions	\$71,054
<i>Total Revenues</i>	<u>\$71,054</u>
<u>Expenditures</u>	
<u>Administrative</u>	
Supervisor Fees*	\$8,000
FICA Expense*	\$612
Engineering*	\$8,000
Attorney*	\$16,667
Management Fees*	\$23,333
Information Technology*	\$800
Website Creation/ADA Compliance	\$2,375
Telephone*	\$200
Postage*	\$667
Insurance*	\$3,500
Printing & Binding*	\$667
Legal Advertising	\$5,000
Other Current Charges*	\$667
Office Supplies*	\$417
Dues, Licenses & Subscriptions	\$150
<i>Total Expenditures</i>	<u>\$71,054</u>
Excess Revenues/(Expenditures)	<u>\$0</u>

*Prorated amount represents 8 months of fiscal year.

Lake Emma
Community Development District
GENERAL FUND BUDGET

REVENUES:

Developer Contributions

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

EXPENDITURES:

Administrative:

Supervisor Fees

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

FICA Expense

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

Engineering

The District's engineer will be providing general engineering services to the District, e.g. attendance and preparation for monthly board meetings, review invoices, etc.

Attorney

The District's legal counsel will be providing general legal services to the District, e.g. attendance and preparation for monthly meetings, preparation and review of agreements, resolutions, etc.

Management Fees

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services.

Information Technology

Represents costs related to the District's accounting and information systems, District's website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

Lake Emma
Community Development District
GENERAL FUND BUDGET

Website Creation/ADA Compliance

Represents an estimated cost to create the initial District website and ensure District meets ADA compliance guidelines.

Telephone

Telephone and fax machine.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Insurance

The District's general liability, public officials liability and property insurance coverages.

Printing & Binding

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

Legal Advertising

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

Other Current Charges

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

Office Supplies

Miscellaneous office supplies.

Dues, Licenses & Subscriptions

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

SECTION VII

SECTION A

A decorative horizontal bar consisting of three segments: a green segment on the left, an orange segment in the middle, and a blue segment on the right.

Lake Emma Community Development District

Master Engineer's Report

March 25, 2020

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EXHIBIT E	Legal Description
EXHIBIT F	Opinion of Probable Construction Costs

Lake Emma Community Development District

Master Engineer's Report

1. INTRODUCTION

1.1 Description of the Lake Emma Community

Lake Emma (also referred to as the “Development” or “Community”) is a 412.971 gross acre master planned, residential community located in the City of Groveland, within Lake County, Florida as shown on Exhibit A. The Master Developer (“Developer”) is Lennar Homes, LLC, based in Orlando, Florida. The Development is approved as a Low Density Residential (LDR) subdivision with 1153 residential units. A land use summary is presented in Table 1.

The Lake Emma Community Development District (herein called the “District” or “CDD”) encompasses the entire 412.971 gross acres of the Development. The District

will construct, acquire, operate and/or maintain certain portions of the public infrastructure to support the Community. The legal description of the District Boundaries can be seen in the petition legal description. The District will acquire or construct infrastructure in phases as necessary. Currently, the Development has six (6) phases for which all or a portion of certain infrastructure improvements identified herein are expected to be financed from the proceeds of District special assessment bonds (the “Master Project”). Construction of the first phase, including part of the roadway infrastructure and the overall mass grading, has commenced. An inventory of the phasing has been presented in Table 2 with the proposed unit mix of the residential units for the Development. All improvements financed by the District will be on land owned by the District or other unit of government or located on land where the District will have a permanent easement for at least as long as the life of the asset.

1.2 Purpose of Report

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

TABLE 1	AREA (AC)*
Residential Land	176.5
Roadways	56
Public Facilities	1.9
Parks	23.2
Wetland/Lakes	89.8*
Dry Retention/Landscape Buffers/Conservation Easement/Other Open Space	65.6
TOTAL	413

*Rounded to the nearest tenth.

The land use area (AC) is based on the approved Final Engineering Plans.

TABLE 2		
PHASE	LOT TYPE	UNITS
Lake Emma Phase 1	40' lots	43
	50' lots	124
	60' lots	59
	65' lots	-
	70' lots	9
Lake Emma Phase 2	40' lots	90
	50' lots	66
	60' lots	34
	65' lots	-
	70' lots	-
Lake Emma Phase 3	40' lots	40
	50' lots	87
	60' lots	74
	65' lots	-
	70' lots	-
Lake Emma Phase 4	40' lots	80
	50' lots	117
	60' lots	-
	65' lots	-
	70' lots	-
Lake Emma Phase 5	40' lots	41
	50' lots	107
	60' lots	17
	65' lots	24
	70' lots	12
Lake Emma Phase 6	40' lots	-
	50' lots	71
	60' lots	33
	65' lots	-
	70' lots	25
TOTAL Units by Lot Type	40' lots	294
	50' lots	572
	60' lots	217
	65' lots	24
	70' lots	46
TOTAL Units – Lake Emma CDD		1153

2. DISTRICT BOUNDARY AND PROPERTIES SERVED

2.1 District Boundary

The Lake Emma Master Site Plan, Exhibit B, identifies the location and boundary of the property included within the District. The Master Plan for the District will provide for residential land uses. The District is located at the intersection of Lake Emma Road and State Road 19 in the City of Groveland within Lake County, Florida.

2.2 Description of Properties Served

The Development is located within Sections 31 and 32, Township 21 South, Range 25 East, Sections 5 and 6, Township 22 South, Range 25 East, and all within City of Groveland, Lake County, Florida. The existing property consists of orange groves and open pastureland. The environmental areas associated with the Development have been reviewed and are to be part of an Open Space/Conservation area within a parcel. The terrain of the site is somewhat rolling with elevations ranging from 102 to 96 NVGD88.

3. PROPOSED MASTER PROJECT INFRASTRUCTURE

3.1 Summary of the Proposed Project Infrastructure

The project infrastructure will generally consist of the following systems to serve the Master Project:

- On-Site Public Roadway Improvements
- Water Distribution and Sanitary Sewer Collection Systems and Reuse Water Distribution
- Off-Site Public Roadway and Utility Improvements (State Road 19 and Lake Emma Road)
- Master Stormwater Management System
- Landscaping
- Irrigation
- Hardscape
- Conservation Mitigation Areas
- Electrical Service System (Underground)

This infrastructure serves as a system of improvements benefitting all lands within the District. To the extent that the

boundary of the District is amended from time to time, the District will consider amendments or supplementals to this report at such time.

Table 3 shows the Master Project facilities, proposed ownership, and maintenance entities for each.

TABLE 3 PROPOSED FACILITIES	
Facilities/Systems	Proposed Ownership and Maintenance Entity
Sanitary Sewer Collection	City of Groveland
Water Distribution	City of Groveland
Reuse Water	City of Groveland
Master Stormwater Management System	Lake Emma CDD
Electrical Service System	SECO
Electrical Service System – Undergrounding	Lake Emma CDD
Conservation Mitigation	Lake Emma CDD
On-Site Master Public Roadway Improvements	City of Groveland
Off-Site Master Public Roadway and Utility Improvements	Lake County and City of Groveland
Landscaping/Irrigation/Hardscape within Master Public Roads	Lake Emma CDD

3.2 Master Stormwater Management System

The Master Stormwater Management System provides for the stormwater runoff treatment and will attenuate and provide for the runoff that will be carried out using man-made retention and detention systems as collected in pipes, curbs and surfaces to convey this runoff. These systems discharge to the ponds within the Development. The City of Groveland and the St. Johns River Water Management District (SJRWMD) regulate the design criteria for the District's stormwater management facilities. The Master Stormwater Management System will discharge through the ponds to the existing lakes adjacent to the Development. The Master Stormwater Management System will adhere to the design

criteria of these agencies, which require that drainage systems be designed to attenuate a 10-year, 24-hour rainfall and 25-year-24-hour rainfall events to pre-development discharge rates and volumes. This criterion is typical for similar developments with positive outfalls.

The Master Stormwater Management System will also adhere to other requirements of SJRWMD and the City, which requires that all building finished floor elevations be constructed above the anticipated flood elevation for the 100-year, 24-hour storm event. The treatment of stormwater runoff will be provided in accordance with the design guidelines for retention/detention systems as mandated by the SJRWMD and the City. Stormwater runoff will be collected by curbs and stormwater conveyance surfaces with drainage inlets and an underground storm sewer pipe system conveyed to the retention/detention areas. The overall drainage system is shown on the Master Stormwater Plan, Exhibit C. The Master Stormwater Management System consists of many ponds that collect runoff from the developed property. The District may finance the cost of stormwater collection and treatment systems, as well as the construction, acquisition and/or maintenance of said retention/detention areas. All of these improvements may be owned and maintained by the District. No earthworks or grading nor the transporting of fill on any of the private lots will be financed by the District.

TABLE 4 STORMWATER MASTER SYSTEM	
DRY RETENTION	ACREAGE (AC.)
Phase 1 – Lake Emma	10.81
Phase 2 – Lake Emma	0
Phase 3 – Lake Emma	8.36
Phase 4 – Lake Emma	6.15
Phase 5 – Lake Emma	6.04
Phase 6 – Lake Emma	3.69
TOTAL – Lake Emma CDD	35.05

3.3 Master Public Roadway Systems On and Off-Site

The on-site roadway improvements associated within the Development of Lake Emma will be developed and funded by the District and later turned over to the City of Groveland for ownership and operation. The roadway improvements consist of a looped system with two (2)-lane roads and a minimum of

24-foot pavement sections with curbs and gutters. If gated, private streets shall, not be owned or financed by the District. The off-site roadway improvements will be funded by the District. The roadways will serve the various land uses within the Development. Construction of the roadways' pavement will consist of an asphaltic concrete section, sidewalks, signing and striping, landscaping, lighting, and landscaped hardscape features.

The Master Project will provide for off-site roadway and intersection improvements on Lake Emma Road and State Road 19. These improvements will include the installation of turn lanes on both roads, roadway enhancements to Lake Emma Road, and a strain-pole traffic signal at the intersection of Lake Emma Road and State Road 19 provided the signal is warranted prior to build-out of the project.

The internal roadways and off-site master public roadway improvements will be designed and constructed in accordance with the applicable the City of Groveland, Lake County, and Florida Department of Transportation (FDOT) standards, per the approved plans prepared by Knight Engineering. Please refer to Exhibit B for depiction of the roadway systems within and adjacent to the Development.

The roadway improvements will include utilities that will run within the road right-of-way, as described in 3.4. The utilities within these roadways (described in 3.4) and any landscaping/hardscaping related to these roadways (described in 3.5) will be developed as part of the improvements to the District. Stormwater drainage facilities (as described in 3.2) will also be provided for these improvements within the Master Stormwater Management System. The District may finance these on-site and off-site roadways and convey the public portions to the City and County upon completion.

3.4 Water Distribution, Sanitary Sewer Collection and Reuse Water Distribution Systems

The utilities are provided by the City of Groveland including sanitary sewer service, reuse, and water distribution. The Master Project includes utilities within the right-of-way of the proposed community infrastructure and internal streets. The major trunk lines, collection systems, and transmission mains to serve the District are to be constructed or acquired by the District. The overall water distribution systems, sanitary sewer collection, and reuse water lines are shown on the Master Utility Plan Sheets, Exhibit D-1 and D-2.

The potable water facilities will include both transmission and distribution mains along with necessary valving, fire hydrants, and water services to individual lots and development parcels. It is currently estimated that these water mains of various sizes will be funded by the District.

The wastewater facilities will include gravity collection sewer lines and mains. The three (3) new lift stations will be located within the District and will service the Development. These new lift stations will tie into the existing force main located on State Road 19 and through the roads within the Development. It is currently estimated that these gravity collection systems and force main will be constructed, acquired, or financed by the District.

Design of the wastewater collection system, reuse water system, and the water distribution system for potable water and fire protection is in accordance with the criteria and guidelines of City of Groveland and the Florida Department of Environmental Protection (FDEP). Utility extensions located on State Road 19 near the intersection of Cherry Lake Road will also be included as part of the infrastructure improvements for the Development. All of these improvements are anticipated to be financed by the CDD and maintained by the City of Groveland Utilities.

Although the reuse lines are being installed for the residential lots and common areas, reuse services are not available at this time. Until reuse services are available, irrigation systems, wells, or potable water may be used for irrigation.

3.5 Landscaping, Irrigation and Entry Features

Landscaping, irrigation, entry features and fencing along the outside boundary of the Development as required by the municipality will be provided by the District. Until such time that reuse service is available, irrigation of said residential lots and common areas may be provided by an on-site irrigation system, which may be jumpered by potable water. It is anticipated that the master reuse water mains to the various phases of development will be constructed or acquired by the CDD with District funds and subsequently turned over to the City of Groveland. Landscaping for the roadways will consist of sod, shrubs, ground cover and trees for the off-site intersection improvements for the roadways. These items may be funded, owned, and maintained by the CDD.

3.6 Electrical Service Systems (Underground)

SECO will provide the underground electrical service to the Community. The service will include the primary and secondary systems to serve the various land uses. The undergrounding differential cost of the electrical conduit may be financed by the District.

3.7 Conservation Areas

The proposed development of the community will require mitigation of wetland communities for any impacts to the existing wetlands within the District and as part of the approvals for the Master Stormwater Management System. The permitting and approvals will require any mitigation be secured and payment of the costs of the mitigation, which will not be funded by the District.

4. OPINION OF PROBABLE CONSTRUCTION COSTS

Exhibit F presents a summary of the costs for the Master Project infrastructure including stormwater drainage, water, reuse, sewer, landscaping, undergrounding differential costs of electrical service, and on-site and off-site roadway utility improvements and conservation. In all cases, the District will pay no more than the lesser of the fair market value or actual costs of such improvements.

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

5. PERMITTING STATUS

The District is in the City of Groveland utility service area and has been approved as a Planned Unit Development (PUD) by the City of Groveland.

The Developer is obtaining approvals and permits for all phases from the City of Groveland, Lake County, SJRWMD, Army Corps of Engineers (ACOE), FDEP, and FDOT. A Master Stormwater Permit has been approved by SJRWMD for this project that addresses the stormwater for the site.

All permits are required prior to the start of any infrastructure construction in the future phases. Those permits, which have been approved for mass grading and construction of phases 1-6, in general, include the following:

- City of Groveland
- Lake County Right-of-Way Utilization Permit;
- SJRWMD Stormwater Management Permit;
- FDOT Utility Permit;
- ACOE Dock Permit;
- ACOE Determination Letter;
- FDEP Water and Wastewater Permits; and
- Environmental Protection Agency (EPA) National Pollutant Discharge Elimination System (NPDES).

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

All public infrastructure comprising the Master Project will be built on lands owned by the District (or other governmental unit) in fee simple or by way of a permanent easement.

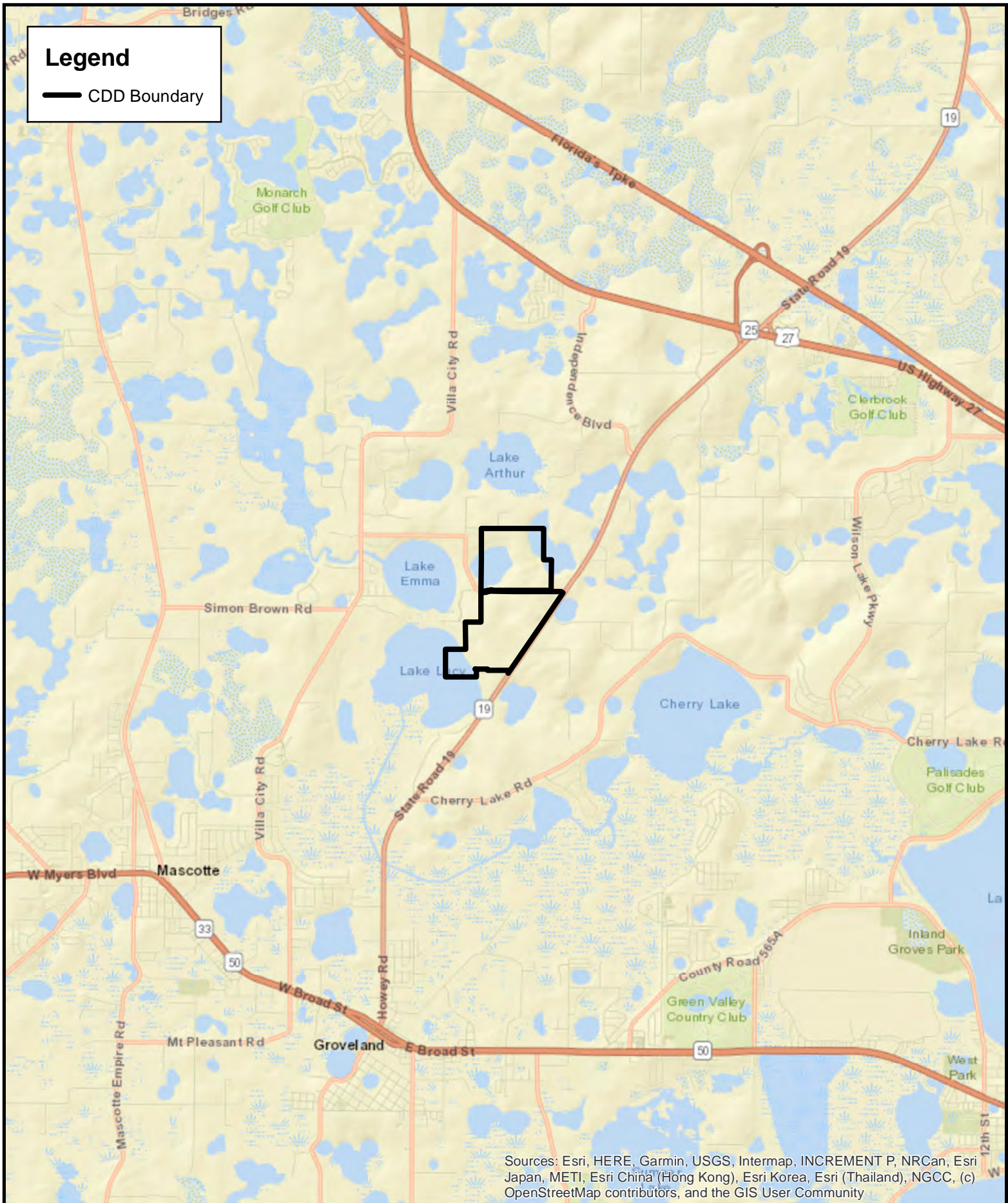
6. ENGINEER'S CERTIFICATION

It is our opinion that the costs of the Master Project improvements 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 Master Project 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. Phase 1 is under construction. We believe that the District will be well served by the improvements discussed in this report. Any public improvements purchased by the District will be at a cost that is the lower of actual cost or fair market value. The benefit to

the assessable land within the District will be not less than the cost of such improvements.

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

Nicole P. Stalder, P.E.
Florida License No. 64720



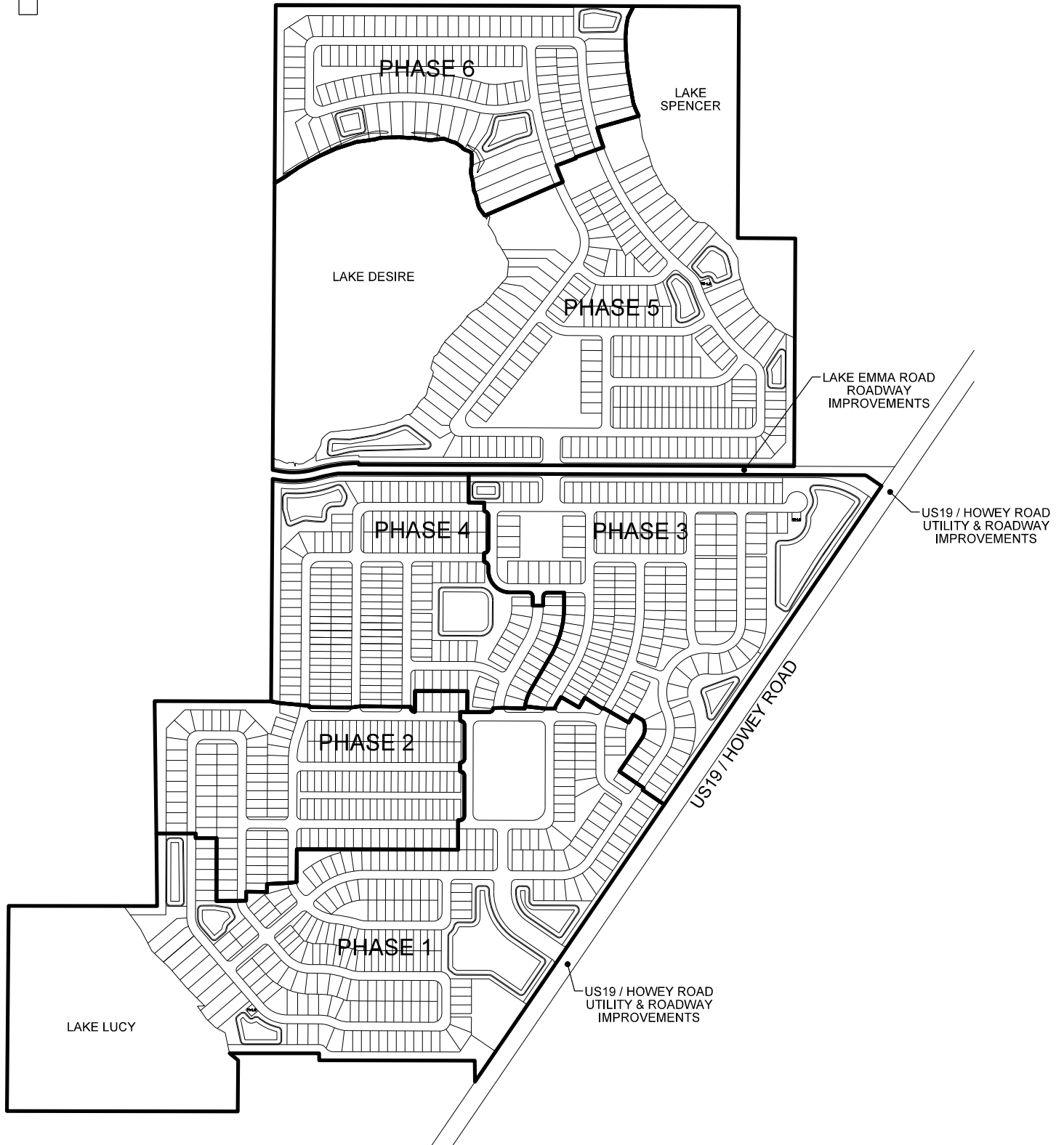
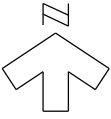
Lake Emma CDD

Exhibit A: Location Map



Data Source: Dewberry
Image Source: City of Groveland

File: G:\MXD\Lake\LakeEmmaCDD\Exhibit1_Location.mxd

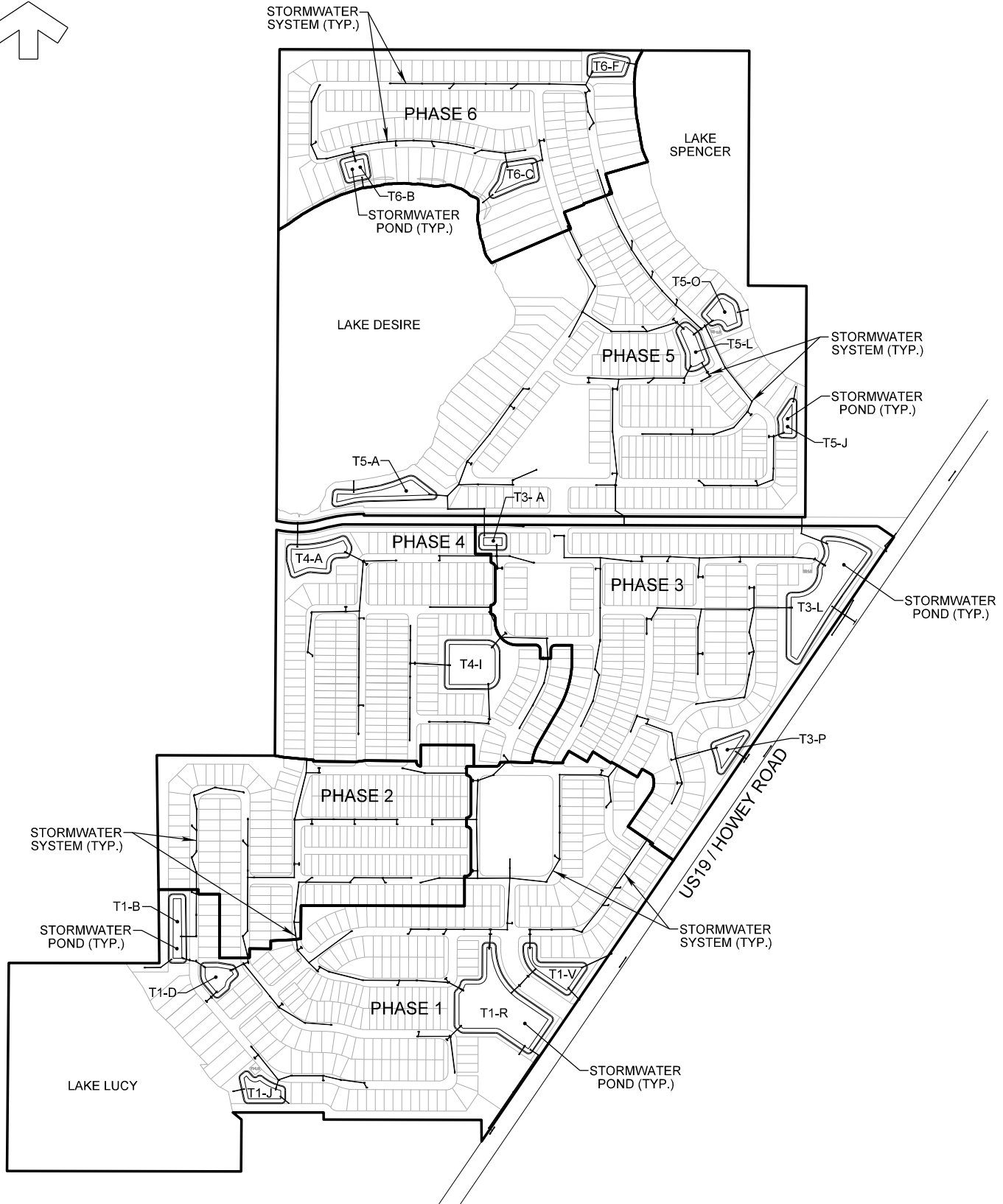
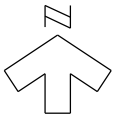


TYPE: EXHIBIT
DATE: AUGUST 2019
PROJECT NO.: 50114220
DRAWN BY: SKH
CHECKED BY: NPS
SCALE: 1" = 800'
SHEET: 1 OF 1

LAKE EMMA CDD

EXHIBIT B MASTER SITE PLAN

800 NORTH MAGNOLIA AVENUE - SUITE 1000 - ORLANDO, FLORIDA 32803
407-843-5120 - ENGINEERING BUSINESS - 8794



Q:\TRINCODD_50114220\CAD\Exhibits\TRIN CDD Prop Drainage.dgn

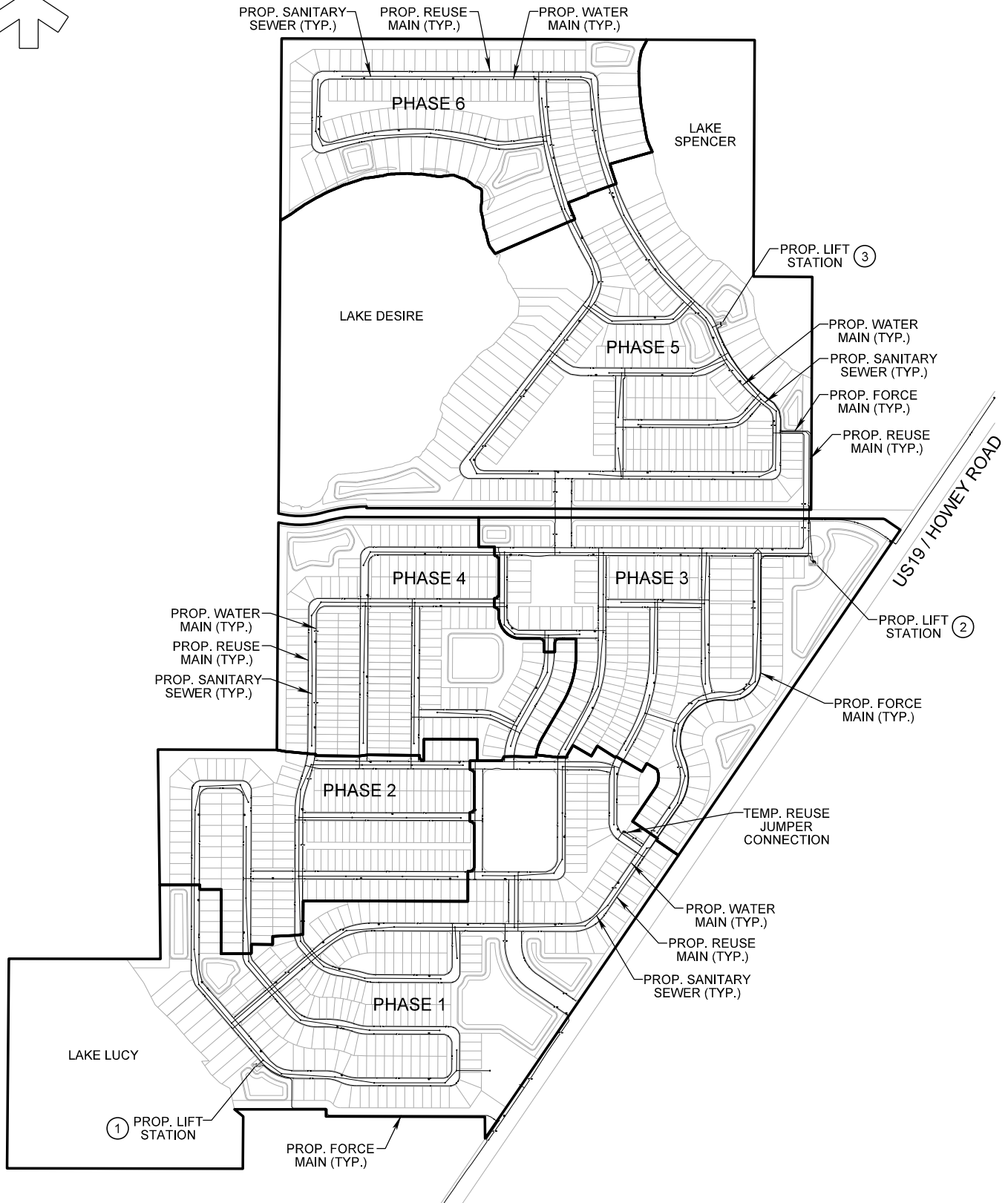
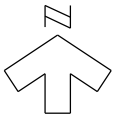


TYPE: EXHIBIT
DATE: AUGUST 2019
PROJECT NO.: 50114220
DRAWN BY: SKH
CHECKED BY: NPS
SCALE: 1" = 800'
SHEET: 1 OF 1

LAKE EMMA CDD

800 NORTH MAGNOLIA AVENUE - SUITE 1000 - ORLANDO, FLORIDA 32803
407-843-5120 - ENGINEERING BUSINESS - 8794

EXHIBIT C PROPOSED STORMWATER SYSTEM



Q:\TRINCOD_50114220\CADD\Exhibits\TRIN CDD Prop Utilities.dgn



Dewberry®

TYPE: EXHIBIT
DATE: AUGUST 2019
PROJECT NO.: 50114220
DRAWN BY: SKH
CHECKED BY: NPS
SCALE: 1" = 800'
SHEET: 1 OF 1

LAKE EMMA CDD

800 NORTH MAGNOLIA AVENUE - SUITE 1000 - ORLANDO, FLORIDA 32803
407-843-5120 - ENGINEERING BUSINESS - 8794

EXHIBIT D-1 PROPOSED ON-SITE UTILITY SYSTEM

Q:\TRINCODD_50114-220\CAD\Exhibits\TRIN CDD Off-Site Prop Utilities.dgn



CONNECT TO
EXIST. WATER
MAIN

INDEPENDENCE
BLVD.

PROP. WATER
MAIN

US19 / HOWEY ROAD

PROP. WATER
MAIN

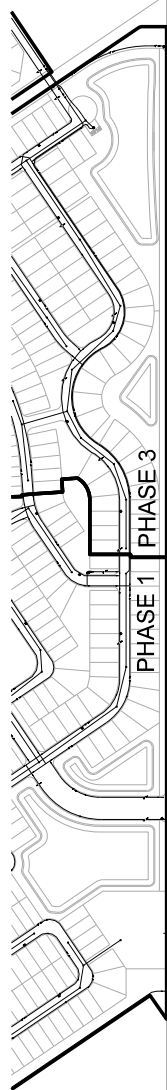
MATCH LINE - 01

MATCH LINE - 02

PROP. WATER
MAIN

MATCH LINE - 04

PROP. FORCE
MAIN



US19 / HOWEY ROAD

PROP. WATER
MAIN

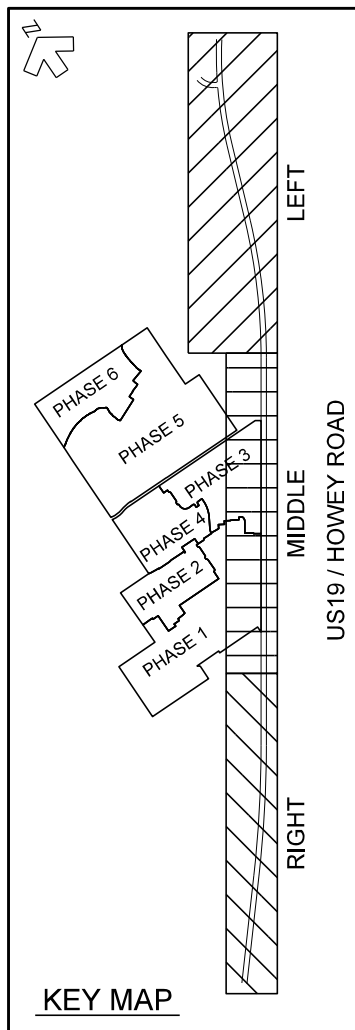
PROP. FORCE
MAIN

MATCH LINE - 03

CONNECT TO
EXIST. FORCE
MAIN

US19 / HOWEY ROAD

PROP. FORCE
MAIN



KEY MAP



Dewberry

TYPE: EXHIBIT
DATE: AUGUST 2019
PROJECT NO.: 50114220
DRAWN BY: SKH
CHECKED BY: NPS
SCALE: 1" = 800'
SHEET: 1 OF 1

LAKE EMMA CDD

EXHIBIT D-2
PROPOSED OFF-SITE
UTILITY SYSTEM

800 NORTH MAGNOLIA AVENUE - SUITE 1000 - ORLANDO, FLORIDA 32803
407-843-5120 - ENGINEERING BUSINESS - 8794

**LEGAL DESCRIPTION
LAKE EMMA CDD**

Exhibit E

**LEGAL DESCRIPTION
NORTH PARCEL**

A PARCEL OF LAND LYING IN SECTION 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND INCLUDING BLOCKS 133-136, 141-143, 149-152, INCLUDING UNOPEN STREETS OF TOWN PLAT OF VILLA CITY AS RECORDED IN PLAT BOOK 1, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31 FOR A POINT OF BEGINNING; THENCE RUN SOUTH 89°52'55" EAST, ALONG THE NORTH LINE THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1334.43 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER, OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN SOUTH 89°44'08" EAST, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1321.70 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH 00°17'36" WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1328.52 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN SOUTH 89°43'43" EAST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE 330.72 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32; THENCE DEPARTING SAID NORTH LINE RUN SOUTH 00°16'51" WEST, ALONG THE EAST LINE OF THE WEST HALF OF THE WEST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 32, A DISTANCE OF 1307.33 FEET TO THE NORTH RIGHT-OF-WAY OF LAKE EMMA ROAD; THENCE RUN THE FOLLOWING 7 COURSES ALONG SAID NORTH RIGHT-OF-WAY LINE: NORTH 89°47'25" WEST, 1655.08 FEET, NORTH 89°47'25" WEST, 1.39 FEET, NORTH 89°49'46" WEST, 840.48 FEET, NORTH 00°05'25" EAST, 8.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 889.64 FEET, A CENTRAL ANGLE OF 16°01'39", AN ARC LENGTH OF 248.86 FEET, A CHORD LENGTH OF 248.05 FEET, AND A CHORD BEARING OF SOUTH 82°04'35" WEST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHERLY, THENCE RUN WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 475.24 FEET, A CENTRAL ANGLE OF 27°21'21", AN ARC LENGTH OF 226.90 FEET, A CHORD LENGTH OF 224.75 FEET, AND A CHORD BEARING OF SOUTH 87°44'26" WEST TO THE POINT OF TANGENCY; THENCE RUN NORTH 78°34'53" WEST, 24.69 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF AFORESAID SECTION 31; THENCE RUN NORTH 00°22'55" EAST, ALONG SAID WEST LINE, 1338.38 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN NORTH 00°22'54" EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 31, A DISTANCE OF 1328.93 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 171.082 ACRES MORE OR LESS.

SEE SHEETS 1 & 2 OF 5 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEET 3 OF 5 FOR SURVEYOR'S NOTES
SHEETS 4 & 5 FOR SKETCH OF DESCRIPTION

(THIS IS NOT A SURVEY)

SHEET 1 OF 5

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

2100 Alafaya Trail, Suite 203 • Oviedo, Florida 32765 • 407-542-4967
WWW.PECONLINE.COM

SECTION 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST & SECTIONS 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST

DATE: AUGUST 30, 2019

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 19-128

O:\19-128 Hanover Lovance CDD Legal\19-128 CDD Legal Description.dwg Aug 30, 2019 -- 1:52pm

LEGAL DESCRIPTION LAKE EMMA CDD

LEGAL DESCRIPTION SOUTH PARCEL

A PARCEL OF LAND LYING IN SECTION 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND SECTION 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WESTERLY RIGHT-OF-WAY OF STATE 19 (FORMERLY KNOWN AS STATE ROAD 459) HAVE A 100' RIGHT-OF-WAY WIDTH PER FLORIDA DEPARTMENT RIGHT-OF-WAY MAP PROJECT 1109 AND THE EAST OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN NORTH 00°40'25" WEST, ALONG SAID EAST LINE 120.72 FEET; THENCE DEPARTING SAID EAST LINE RUN NORTH 89°52'46" WEST, 893.34 FEET; THENCE RUN NORTH 00°22'16" EAST, 40.02 FEET; THENCE RUN NORTH 89°56'54" WEST, 520.33 FEET TO THE EDGE OF WATER OF LAKE LUCY; THENCE RUN THE FOLLOWING 4 COURSES ALONG THE EDGE OF WATER OF LAKE LUCY, SOUTH 19°45'14" EAST, 18.72 FEET; SOUTH 33°48'16" EAST, 27.48 FEET; SOUTH 34°30'36" EAST, 30.00 FEET; SOUTH 20°50'14" EAST, 46.72 FEET TO THE EAST LINE OF THE WEST HALF OF SAID SECTION 6; THENCE SOUTH 00°22'37" WEST, ALONG SAID EAST LINE, 225.02 FEET TO THE SOUTH LINE THE NORTHEAST QUARTER OF SAID SECTION 6; THE RUN NORTH 89°52'57" WEST, ALONG SAID SOUTH LINE 1323.74 FEET TO THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE RUN NORTH 00°28'03" EAST, ALONG SAID WEST LINE, 1177.68 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE RUN THENCE DEPARTING SAID WEST LINE, RUN SOUTH 89°52'10" EAST, ALONG SAID NORTH LINE 851.56 FEET; THENCE RUN NORTH 00°40'25" WEST, 1176.78 FEET TO THE SOUTH LINE OF THE TOWN PLAT OF VILLA CITY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 31, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 89°48'47" EAST, ALONG SAID SOUTH LINE, 667.87 FEET TO THE EAST LINE OF SAID PLAT OF VILLA CITY, THENCE RUN NORTH 00°22'55" EAST, ALONG SAID EAST LINE, 1277.34 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF LAKE EMMA ROAD; THENCE RUN THE FOLLOWING 8 COURSES ALONG SAID SOUTH RIGHT-OF-WAY LINE: SOUTH 78°34'53" EAST, 14.94 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, THENCE RUN EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 525.24 FEET, A CENTRAL ANGLE OF 27°21'21", AN ARC LENGTH OF 250.77 FEET, A CHORD LENGTH OF 248.40 FEET, AND A CHORD BEARING OF NORTH 87°44'26" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 839.68 FEET, A CENTRAL ANGLE OF 7°53'52", AN ARC LENGTH OF 115.75 FEET, A CHORD LENGTH OF 115.65 FEET, AND A CHORD BEARING OF NORTH 78°00'43" EAST TO A POINT; THENCE RUN NON-TANGENT TO SAID CURVE, SOUTH 89°49'56" EAST, 959.09 FEET; SOUTH 89°47'22" EAST, 1.28 FEET; SOUTH 89°47'22" EAST, 2057.90 FEET TO POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY; THENCE RUN SOUTHEASTERLY, ALONG SAID NON-TANGENT CURVE HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 34°12'17", AN ARC LENGTH OF 14.92 FEET, A CHORD LENGTH OF 14.70 FEET, AND A CHORD BEARING OF SOUTH 72°41'17" EAST TO A POINT OF TANGENCY; THENCE RUN SOUTH 55°35'08" EAST, 102.55 FEET TO THE AFORESAID WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 19, THENCE RUN ALONG SAID WESTERLY RIGHT-OF-WAY LINE THE FOLLOWING 2 COURSES: SOUTH 34°18'17" WEST, 1505.86 FEET, SOUTH 34°18'17" WEST, 2631.45 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND LIES IN LAKE COUNTY, FLORIDA AND CONTAINS 241.889 ACRES MORE OR LESS.

SEE SHEETS 1 & 2 OF 5 FOR LEGAL DESCRIPTION AND SURVEYOR'S NOTES
SEE SHEET 3 OF 5 FOR SURVEYOR'S NOTES
SHEETS 4 & 5 FOR SKETCH OF DESCRIPTION

(THIS IS NOT A SURVEY)

SHEET 2 OF 5

PEC

SURVEYING AND MAPPING, LLC

CERTIFICATE OF AUTHORIZATION NUMBER LB 7808

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SECTION 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST & SECTIONS 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST

DATE: AUGUST 30, 2019

PREP BY: T.W.B.

DRAWN BY: T.W.B.

JOB #: 19-128

O: 19-128 Hanover Laviance CDD Legal\19-128 CDD Legal Description.dwg Aug 30, 2019 - 1:52pm

EXHIBIT F

LAKE EMMA CDD PUBLIC INFRASTRUCTURE COSTS											
PHASE	GENERAL CONDITIONS	GRADING	ROADWAY	WATER	REUSE	SANITARY	STORM	ELECTRICAL	LANDSCAPE/HARDSCAPE	PROFESSIONAL	TOTAL
Phase 1	\$ 157,729.50	\$ 372,794.27	\$ 1,793,008.60	\$ 917,059.90	\$ 631,936.00	\$ 1,070,839.80	\$ 954,274.15	\$ 352,500.00	\$ 432,726.92	\$ 801,944.30	\$ 7,484,813.44
Phase 1 Off-Site	\$ 54,830.00	\$ 210,557.50	\$ 380,210.10	\$ 766,249.15	\$ -	\$ 303,757.00	\$ -	\$ -	\$ -	\$ 205,872.45	\$ 1,921,476.20
Phase 2	\$ 86,632.00	\$ 146,164.35	\$ 736,942.45	\$ 349,538.75	\$ 303,182.00	\$ 243,247.25	\$ 388,561.30	\$ 285,000.00	\$ 113,335.90	\$ 318,312.48	\$ 2,970,916.48
Phase 3	\$ 107,077.50	\$ 245,654.71	\$ 1,173,600.95	\$ 364,668.80	\$ 412,040.70	\$ 1,046,343.10	\$ 657,138.00	\$ 301,500.00	\$ 536,190.23	\$ 581,305.68	\$ 5,425,519.67
Phase 3 Off-Site	\$ 408,247.20	\$ 202,869.70	\$ 1,031,720.05	\$ -	\$ -	\$ -	\$ 106,536.85	\$ -	\$ -	\$ 209,924.86	\$ 1,959,298.66
Phase 4	\$ 81,724.50	\$ 202,394.88	\$ 724,289.70	\$ 317,822.40	\$ 278,771.90	\$ 237,153.35	\$ 328,289.50	\$ 295,500.00	\$ 226,717.16	\$ 323,119.61	\$ 3,015,782.99
Phase 5	\$ 108,936.00	\$ 333,591.18	\$ 1,147,615.55	\$ 490,183.06	\$ 417,168.75	\$ 836,870.55	\$ 641,790.40	\$ 301,500.00	\$ 416,804.39	\$ 563,335.19	\$ 5,257,795.06
Phase 6	\$ 79,065.00	\$ 223,023.97	\$ 546,554.75	\$ 252,512.70	\$ 216,707.05	\$ 214,423.85	\$ 338,508.50	\$ 193,500.00	\$ 214,202.08	\$ 273,419.75	\$ 2,551,917.65
Contingency (15%)	\$ 162,636.26	\$ 290,557.58	\$ 1,130,091.32	\$ 518,705.21	\$ 338,970.96	\$ 592,895.24	\$ 512,264.81	\$ 259,425.00	\$ 290,996.50	\$ 491,585.15	\$ 4,588,128.02
Total	\$ 1,246,877.96	\$ 2,227,608.14	\$ 8,664,033.47	\$ 3,976,739.97	\$ 2,598,777.36	\$ 4,545,530.14	\$ 3,927,363.51	\$ 1,988,925.00	\$ 2,230,973.18	\$ 3,768,819.45	\$ 35,175,648.17

Phase 1, offsite 1 and 2											
Sub-totals	\$ 299,191.50	\$ 729,516.12	\$ 2,910,161.15	\$ 2,032,847.80	\$ 935,118.00	\$ 1,617,844.05	\$ 1,342,835.45	\$ 637,500.00	\$ 546,062.82	\$ 1,326,129.23	\$ 12,377,206.12
Contingency (15%)	\$ 44,878.73	\$ 109,427.42	\$ 436,524.17	\$ 304,927.17	\$ 140,267.70	\$ 242,676.61	\$ 201,425.32	\$ 95,625.00	\$ 81,909.42	\$ 198,919.38	\$ 1,856,580.92
Phase 1 and 2 Totals	\$ 344,070.23	\$ 838,943.54	\$ 3,346,685.32	\$ 2,337,774.97	\$ 1,075,385.70	\$ 1,860,520.66	\$ 1,544,260.77	\$ 733,125.00	\$ 627,972.24	\$ 1,525,048.61	\$ 14,233,787.03

SECTION B

**MASTER
ASSESSMENT METHODOLOGY
FOR ASSESSMENT AREA ONE

FOR
LAKE EMMA
COMMUNITY DEVELOPMENT DISTRICT**

Date: March 25, 2020

Prepared by

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



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

1.0 Introduction

The Lake Emma Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes (the “District”), as amended. The District plans to issue approximately \$17,490,000 of tax exempt bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within an assessment area within the District, namely Phases 1 & 2 within the boundaries of the District (the “Assessment Area One”), more specifically described in the Master Engineer’s Report dated March 25, 2020 prepared by Dewberry as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report for Assessment Area One (the “Assessment Report”) provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within Assessment Area One within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the 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. Additional master methodology reports will be produced for the assessment areas within the District.

The District intends to impose non ad valorem special assessments on the benefited lands within Assessment Area One 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 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 413 Acres in Lake County, Florida. Assessment Area One contains approximately 143.54 acres within the District. The Assessment Area One development program currently envisions approximately 425 single family residential units (herein the “Assessment Area One Development Plan”).

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 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 general conditions, grading, roadway, water, reuse, sanitary, stormwater, electrical undergrounding, landscape/hardscape and professional fees. 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 and services 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 other properties within 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 property within Assessment Area One 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 Assessment Area One within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District and outside of Assessment Area One within 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 Assessment Area One within the District. Properties outside the District boundaries and outside Assessment

Area One within the District do not depend upon the District's CIP. The property owners within Assessment Area One are therefore receiving special benefits not received by those outside the District's boundaries and outside of Assessment Area One within the District.

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 characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within Assessment Area One 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 within Assessment Area One will cost approximately \$14,233,787. 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 \$17,490,000. Additionally, funding required to complete the CIP is anticipated to be funded by 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 approximately \$17,490,000 in Bonds to fund the District's CIP for Assessment Area One, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the \$17,490,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the land uses as identified by the Developer of the land within the District. The District has a proposed Engineer's Report for the CIP needed to support the Development, these construction costs are outlined in Table 2. The improvements needed to support the Development within Assessment Area One are described in detail in the Engineer's Report and are estimated to cost \$14,233,787. Based on the

estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the Project and related costs was determined by the District's underwriter to total approximately \$17,490,000. 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 Assessment Area One of the District.

The initial assessments will be levied on an equal basis to all acres within Assessment Area One of 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 Assessment Area One of the District are benefiting from the improvements.

Once platting 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 Assessment Area One Development Plan will be completed and the debt relating to the Bonds will be allocated to the planned 425 single family residential units within Assessment Area One within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the Assessment Area One 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 general conditions, grading, roadway, water, reuse, sanitary, stormwater, electrical undergrounding, landscape/hardscape and professional fees. There are four residential product types within the planned development. 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 relating to the Assessment Area One Development will provide several types of systems, facilities and services for its residents. These include general conditions, grading, roadway, water, reuse, sanitary, stormwater, electrical undergrounding, landscape/hardscape and professional fees. 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.

For the provision of CIP relating to the Assessment Area One Development, 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 relating to the Assessment Area One Development 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 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 Assessment Area One of the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 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 of Assessment Area One 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
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	Phase 1	Phase 2	Total Units *	ERUs per Unit (1)	Total ERUs
Single Family - 40'	43	90	133	0.8	106.4
Single Family - 50'	124	66	190	1.0	190
Single Family - 60'	59	34	93	1.2	111.6
Single Family - 70'	9	0	9	1.4	12.6
Total Units	235	190	425		421

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Capital Improvement Plan ("CIP") For Assessment Area One (1) Total Cost Estimate	
General Conditions	\$ 344,070
Grading	\$ 838,944
Roadway	\$ 3,346,685
Water	\$ 2,337,775
Reuse	\$ 1,075,386
Sanitary	\$ 1,860,521
Stormwater	\$ 1,544,261
Electrical Undergrounding	\$ 733,125
Landscape/Hardscape	\$ 627,972
Professional	\$ 1,525,049
	<u>\$ 14,233,787</u>

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated March 25, 2020.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Description	Total
Construction Funds	\$ 14,233,787
Debt Service Reserve	\$ 1,257,830
Capitalized Interest	\$ 1,574,100
Underwriters Discount	\$ 349,800
Cost of Issuance	\$ 72,000
Contingency	\$ 2,483
Par Amount*	\$ 17,490,000

Bond Assumptions:

Average Coupon	6.00%
Amortization	30 years
Capitalized Interest	18 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
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	133	0.8	106.4	25.30%	\$ 3,600,749	\$ 27,073
Single Family - 50'	190	1	190	45.17%	\$ 6,429,909	\$ 33,842
Single Family - 60'	93	1.2	111.6	26.53%	\$ 3,776,725	\$ 40,610
Single Family - 70'	9	1.4	12.6	3.00%	\$ 426,404	\$ 47,378
Totals	425		421	100.00%	\$ 14,233,787	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 5
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Total ERUs	% of Total ERUs	Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 40'	133	106.4	25.30%	\$ 3,600,749	\$ 4,424,479	\$33,266.76
Single Family - 50'	190	190	45.17%	\$ 6,429,909	\$ 7,900,856	\$41,583.45
Single Family - 60'	93	111.6	26.53%	\$ 3,776,725	\$ 4,640,713	\$49,900.14
Single Family - 70'	9	12.6	3.00%	\$ 426,404	\$ 523,951	\$58,216.83
Totals	425	421	100%	\$ 14,233,787	\$ 17,490,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Product Types	No. of Units *	Total ERUs	% of Total ERUs	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	133	106.4	25%	\$ 4,424,479	\$ 33,267	\$ 318,196	\$ 2,392.45	\$ 2,545.16
Single Family - 50'	190	190	45%	\$ 7,900,856	\$ 41,583	\$ 568,207	\$ 2,990.56	\$ 3,181.45
Single Family - 60'	93	111.6	27%	\$ 4,640,713	\$ 49,900	\$ 333,747	\$ 3,588.67	\$ 3,817.74
Single Family - 70'	9	12.6	3%	\$ 523,951	\$ 58,217	\$ 37,681	\$ 4,186.78	\$ 4,454.03
Totals	425	421	100%	\$ 17,490,000		\$ 1,257,830		

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

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER METHODOLOGY FOR ASSESSMENT AREA ONE

Owner	Property*	Acres	Total Par Debt Allocation Per Acre		Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar	Assessment Area One	143.54	\$	121,848	\$ 17,490,000	\$ 1,257,830	\$ 1,338,117
Totals		143.54			\$ 17,490,000	\$ 1,257,830	\$ 1,338,117

(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 (%)	6.00%
Maximum Annual Debt Service	\$1,257,830

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

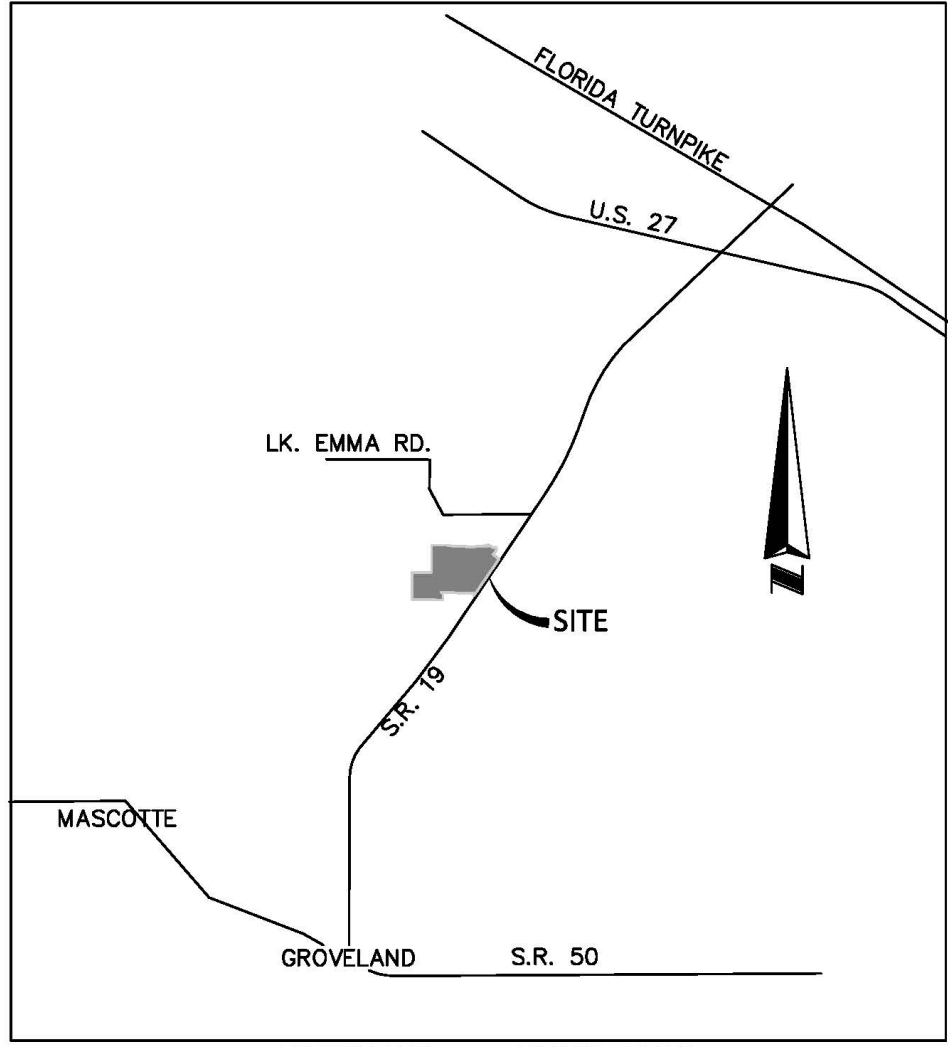
Drawing name: L:\Data\2018\CDK\Map\20180621.dwg 20180621.dwg 1 - 02 - 2020 SHEET 1

LEGAL DESCRIPTION: (PREPARED BY THIS FIRM)

A Parcel of land lying in Sections 31 and 32, Township 21 South, Range 25 East and Sections 5 and 6, Township 22 South, Range 25 East, Lake County, Florida

Commencing at the Southeast corner of the Northwest Quarter of said Section 6; thence run North 00°40'35" West along the East line of said Northwest Quarter for a distance of 174.17 feet to a point on the West right of way line of State Road 19 and the POINT OF BEGINNING; thence run North 00°40'35" West along said East line for a distance of 119.82 feet to a point on the South line of the North three quarters of the South half of Government lot 1; in aforesaid Section 6; thence run North 89°45'51" West along said South line for a distance of 893.31 feet; thence departing said South line run North 00°09'22" East for a distance of 38.28 feet; thence run North 89°57'07" West for a distance of 524.19 feet; thence run South 45°51'51" East for a distance of 111.20 feet to a point on the West line of aforesaid Government lot 1; thence run South 00°02'11" East along said West line for a distance of 253.15 feet to a point on the South line of Government lot 2 of aforesaid Section 6; thence run North 89°45'13" West along said South line for a distance of 1340.91 feet to a point on the West line of said Government lot 2; thence run North 00°34'43" East along said West line for a distance of 1174.34 feet to a point on the North line of the South half line of said Government lot 2; thence run South 89°48'33" East along said North line for a distance of 836.98 feet to a point on the West line of the East 492.00 feet of the North half of said Government lot 2; thence run North 00°04'11" West along said West line for a distance of 1172.86 feet to a point on the North line of the East 492.00 feet of the North half of said Government lot 2; thence run South 89°56'32" East along said North line for a distance of 662.63 feet; thence run South 79°43'47" East for a distance of 50.94 feet; thence run South 84°32'56" East for a distance of 169.00 feet to a point on a non tangent curve, concave Easterly having a radius of 425.00 feet, with a chord bearing of South 05°50'16" West, and a chord distance of 5.74 feet; thence run Southerly through a central angle of 00°46'25" along the arc of said curve for a distance of 5.74 feet to a point of compound curvature; concave Easterly having a radius of 25.00 feet, with a chord bearing of South 04°03'13" West, and a chord distance of 1.89 feet; thence run Southerly through a central angle of 04°20'33" along the arc of said curve for a distance of 1.89 feet to a point on a non tangent line; thence run South 89°37'05" East for a distance of 242.33 feet; thence run North 83°02'31" East for a distance of 50.41 feet; thence run South 89°37'05" East for a distance of 290.00 feet; thence run South 00°22'55" West for a distance of 5.11 feet to the point of curvature of a curve, concave Northeasterly having a radius of 25.00 feet, with a chord bearing of South 44°42'56" East, and a chord distance of 35.42 feet; thence run Southeasterly through a central angle of 90°11'42" along the arc of said curve for a distance of 39.36 feet to a point on a non tangent line; thence run North 00°11'13" East for a distance of 120.27 feet; thence run South 89°48'47" East for a distance of 300.00 feet; thence run South 00°11'13" West for a distance of 120.27 feet; thence run South 89°48'47" East for a distance of 124.33 feet to the point of curvature of a curve, concave Northwesterly having a radius of 25.00 feet, with a chord bearing of North 46°43'11" East, and a chord distance of 34.40 feet; thence run Northeasterly through a central angle of 86°56'03" along the arc of said curve for a distance of 37.93 feet to a point on a non tangent line; thence run North 88°59'34" East for a distance of 60.26 feet to a point on a non tangent curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 02°06'56" East, and a chord distance of 1.85 feet; thence run Northerly through a central angle of 04°13'52" along the arc of said curve for a distance of 1.85 feet to a point of compound curvature; concave Easterly having a radius of 370.00 feet, with a chord bearing of North 04°37'45" East, and a chord distance of 5.14 feet; thence run Northerly through a central angle of 00°47'47" along the arc of said curve for a distance of 5.14 feet to a point on a non tangent line; thence run South 84°58'19" East for a distance of 120.00 feet to a point on a non tangent curve, concave Easterly having a radius of 250.00 feet, with a chord bearing of North 06°30'59" East, and a chord distance of 12.99 feet; thence run Northerly through a central angle of 02°58'38" along the arc of said curve for a distance of 12.99 feet to a point on a non tangent line; thence run South 82°08'48" East for a distance of 119.71 feet to a point on a non tangent curve, concave Westerly having a radius of 25.00 feet, with a chord bearing of North 11°53'29" East, and a chord distance of 2.52 feet; thence run Northerly through a central angle of 05°46'24" along the arc of said curve for a distance of 2.52 feet to a point on a non tangent line; thence run North 89°59'43" East for a distance of 54.39 feet to a point on a non tangent curve, concave Easterly having a radius of 25.00 feet, with a chord bearing of North 09°40'43" East, and a chord distance of 15.36 feet; thence run Northerly through a central angle of 35°46'34" along the arc of said curve for a distance of 15.61 feet to a point of compound curvature; concave Easterly having a radius of 75.00 feet, with a chord bearing of North 28°52'54" East, and a chord distance of 3.44 feet; thence run Northerly through a central angle of 02°37'49" along the arc of said curve for a distance of 3.44 feet to a point on a non tangent line; thence run North 30°11'49" East for a distance of 56.88 feet; thence run South 59°48'11" East for a distance of 120.00 feet; thence run North 30°11'49" East for a distance of 65.47 feet; thence run South 57°40'37" East for a distance of 120.08 feet; thence run North 30°11'49" East for a distance of 6.64 feet; thence run South 59°48'11" East for a distance of 170.00 feet; thence run North 30°11'49" East for a distance of 53.13 feet; thence run South 59°48'11" East for a distance of 65.19 feet to the point of curvature of a curve, concave Northeasterly having a radius of 395.00 feet, with a chord bearing of South 24°21'51" East, and a chord distance of 1.72 feet; thence run Southeasterly through a central angle of 00°15'00" along the arc of said curve for a distance of 1.72 feet to a point of reverse curvature, concave Westerly having a radius of 105.00 feet, with a chord bearing of South 04°54'28" East, and a chord distance of 103.08 feet; thence run Southerly through a central angle of 58°47'38" along the arc of said curve for a distance of 107.75 feet to a point of tangency; thence run South 34°18'17" West for a distance of 227.63 feet; thence run South 55°41'43" East for a distance of 170.00 feet; thence run South 34°18'17" West for a distance of 12.35 feet; thence run South 55°41'17" East for a distance of 149.56 feet to a point on the aforesaid West right of way line of State Road 19; thence run South 34°18'43" West along said West right of way line for a distance of 1924.26 feet to the POINT OF BEGINNING.

Containing 6,252,582 square feet, or 143.54 acres, more or less.



SURVEYOR'S NOTES ON TITLE COMMITMENT:

- Intentionally deleted
- Intentionally deleted
- Intentionally deleted
- Intentionally deleted
- Intentionally deleted
- Intentionally deleted
- Intentionally deleted
- Resolution 2018–08–22 in Official Records Book 5178, Page 1676. (affects subject property, is blanket in nature and cannot be graphically shown hereon)
- The following matters disclosed by survey prepared by Allen & Company Professional Surveyors & Mappers, dated 9/12/2019:
4' barbed wire fence along the Westerly portion of the North line.
4' barbed wire fence along the Northerly portion of the West line.
Wooden power poles and overhead utility lines along the South line.
Old pumphouse located in the approximate center of parcel.
(as shown hereon)
- Intentionally deleted.
- The nature, extent or existence of littoral rights is not insured. (not a survey matter)
- Intentionally deleted.
- Intentionally deleted.
- Notwithstanding the legal description in Schedule A, this Policy does not insure title to any lands lying below the ordinary high water line of Lake Lucy. (not a survey matter)
- Intentionally deleted.
- Notice of Establishment of the Lake Emma Community Development District in Official Records Book 5386, Page 952. (affects subject property, is blanket in nature and cannot be graphically shown hereon)
- Ordinance No. 2019–54 in Official Records Book 5387, Page 1716. (affects subject property, is blanket in nature and cannot be graphically shown hereon)

LEGEND & ABBREVIATIONS

⊙	Denotes set 1/2" Iron Rod w/cap or nail with disk stamped LB #6723	LS	Denotes Licensed Surveyor
□	Denotes found concrete monument as shown	LB	Denotes Licensed Business
⌂	Denotes wood power pole	P.S.M.	Denotes Professional Surveyor and Mapper
—	Denotes guy wire	O.R.	Denotes official records book
☐	Denotes telephone riser	PG.	Denotes page
⌂	Denotes electric riser	L	Denotes length
△	Denotes fiber optic marker	R	Denotes radius
WV	Denotes water valve	Δ	Denotes interior angle
⊙	Denotes drainage manhole	P.C.	Denotes point of curvature
⊙	Denotes well	N.T.	Denotes non tangent
—	Denotes sign	P.T.	Denotes point of tangency
—X—X—X	Denotes fence line (barbed wire)	P.R.C.	Denotes point of reverse curve
—○—○—	Denotes fence line (chain link)	P.C.C.	Denotes point of compound curve
—OU—	Denotes overhead utility line		

SURVEYOR'S NOTES:

Bearings shown hereon are based on the West line of the SW 1/4 of Section 32–21–25 as being North 00°17'25" East. (an assumed bearing for angular designation only)

The legal description hereon was prepared at the direction of the client.

There may be easements and restrictions of record and/or private agreements not furnished to this surveyor or shown on this boundary survey that may affect property rights and/or land use rights of the subject property.

This survey was performed with the benefit of an insurance title commitment, prepared by Fidelity National Title Insurance Company, Commitment number 7167280, Commitment date 12/23/2019 at 8:00 AM, and Revision #10 12/31/2019

There may be environmental issues and/or other matters regulated by various departments of federal, state or local governments affecting the subject property not shown on this survey.

This survey was performed for the sole and exclusive benefit of the entities listed hereon and shall not be relied upon by any other entity or individual whomsoever.

Adjoining parcel owner and recording information delineated hereon was obtained from the Lake County Property Appraiser's public access system.

This survey is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.

Unless otherwise noted or shown hereon, apparent and/or visible, unobstructed, above ground improvements were located. underground improvements, such as foundations and utilities, were not located, unless noted otherwise.

Unless otherwise noted or shown hereon, there are no apparent and/or unobstructed, above ground encroachments. The disposition of any potential encroaching improvements shown is beyond professional purview and subject to legal interpretation.

Subject property shown hereon is in Zones X, area of minimal flood hazard, Zone A, no base flood elevation determined, according to Flood Insurance Rate Map panel number 12069C0555E, map revised 12/18/2012.
The above statement is for information only and this surveyor assumes no liability for the correctness of the cited map(s). In addition, the above statement does not represent this surveyor's opinion of the probability of flooding.

No wetland flags were located or observed. Flood zones shown were taken from an ESRI shape file downloaded from the FEMA flood map service center website.

Elevations shown hereon are based on National Geodetic Survey, benchmark number S 430, elevation being 160.04. (North American Vertical Datum 1988)

Last date in field: 8/22/2019

The surveyed lands shown hereon were used as a citrus grove, planted pines and other agricultural uses. There are various maintenance roads that run through the property that were not located.

There are no platted setback or building restriction lines which have been recorded in subdivision plats and no record documents have been delivered to surveyor for said lines.

There is no observed evidence of cemeteries and burial grounds on the property.

There is no observable evidence of earth moving works, building construction, or additions within recent months.

There is no observed evidence of changes in street right-of-way lines either completed or proposed and recent street or sidewalk construction or repairs.

There is no observable evidence of the site being used as a solid waste dump, sump or sanitary landfill.

The lands described in Schedule A to the Commitment are the same lands described in the Survey.

Certified to:
Fidelity National Title Insurance Company
Lennar Homes, LLC,
Laviance Property Acquisition, LLC
Hanover Laviance, LLC
Shutts & Bowen LLP

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 minimum standard detail requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6, 7(a), 8, 13, 14, 16, 17 & 18 of Table A thereof.

The fieldwork was completed on 8/22/2019.

SIGNATURE _____

JAMES L. RICKMAN, FLORIDA LICENSED SURVEYOR AND MAPPER #5633
FOR THE LICENSED FIRM OF ALLEN & COMPANY, LICENSED BUSINESS #6723



16 EAST PLANT STREET
WINTER GARDEN, FLORIDA 34787
(407) 654-5355

ALTANSPS LAND TITLE SURVEY
OF
LAVIANCE
SECTIONS 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST
SECTIONS 5 & 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

FOR:
LENNAR

DATE	REVISIONS
1/02/20	rev per attorney comment and title commitment

JOB # 20170574
DATE: 9/12/2019
SCALE: 1" = 150'
CALC BY: JLR
FIELD BY: AH/SM
DRAWN BY: DY / CDK
CHECKED BY: MR

SHEET 1 OF 2



ALTA/NSPS LAND TITLE SURVEY
OF
LAVIANCE
SECTIONS 31 & 32, TOWNSHIP 21 SOUTH, RANGE 25 EAST
SECTIONS 5 & 6, TOWNSHIP 22 SOUTH, RANGE 25 EAST
LAKE COUNTY, FLORIDA

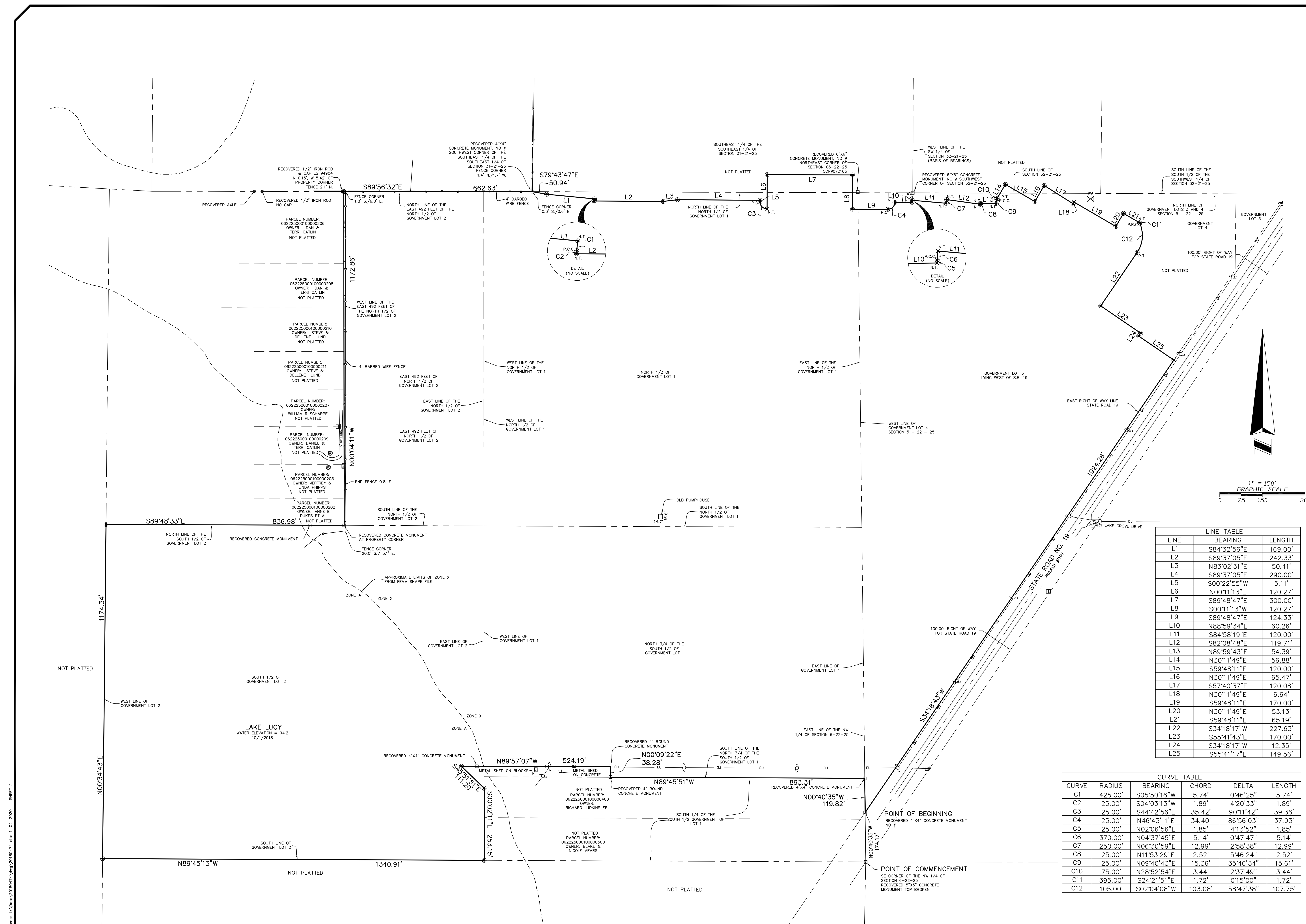
FOR:

LINE TABLE		
LINE	BEARING	LENGTH
L1	S84°32'56"E	169.00'
L2	S89°37'05"E	242.33'
L3	N83°02'31"E	50.41'
L4	S89°37'05"E	290.00'
L5	S00°22'55"W	5.11'
L6	N00°11'13"E	120.27'
L7	S89°48'47"E	300.00'
L8	S00°11'13"W	120.27'
L9	S89°48'47"E	124.33'
L10	N88°59'34"E	60.26'
L11	S84°58'19"E	120.00'
L12	S82°08'48"E	119.71'
L13	N89°59'43"E	54.39'
L14	N30°11'49"E	56.88'
L15	S59°48'11"E	120.00'
L16	N30°11'49"E	65.47'
L17	S57°40'37"E	120.08'
L18	N30°11'49"E	6.64'
L19	S59°48'11"E	170.00'
L20	N30°11'49"E	53.13'
L21	S59°48'11"E	65.19'
L22	S34°18'17"W	227.63'
L23	S55°41'43"E	170.00'
L24	S34°18'17"W	12.35'
L25	S55°41'17"E	149.56'

CURVE TABLE					
CURVE	RADIUS	BEARING	CHORD	DELTA	LENGTH
C1	425.00'	S05°50'16"W	5.74'	0°46'25"	5.74'
C2	25.00'	S04°03'13"W	1.89'	4°20'33"	1.89'
C3	25.00'	S44°42'56"E	35.42'	90°11'42"	39.36'
C4	25.00'	N46°43'11"E	34.40'	86°56'03"	37.93'
C5	25.00'	N02°06'56"E	1.85'	41°3'52"	1.85'
C6	370.00'	N04°37'45"E	5.14'	0°47'47"	5.14'
C7	250.00'	N06°30'59"E	12.99'	2°58'38"	12.99'
C8	25.00'	N11°53'29"E	2.52'	5°46'24"	2.52'
C9	25.00'	N09°40'43"E	15.36'	35°46'34"	15.61'
C10	75.00'	N28°52'54"E	3.44'	2°37'49"	3.44'
C11	395.00'	S24°21'51"E	1.72'	0°15'00"	1.72'
C12	105.00'	S02°04'08"W	103.08'	58°47'38"	107.75'

JOB # _____ 20170574
DATE: _____ 9/12/2019
SCALE: _____ 1" = 150'
CALC BY: _____ JLR
FIELD BY: _____ AH
DRAWN BY: _____ DY / CDK
CHECKED BY: _____ MR

SHEET 2 OF 2



SECTION C

RESOLUTION 2020-29

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

WHEREAS, the Board of Supervisors (the “Board”) of the Lake Emma Community Development District (the “District”) hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the infrastructure improvements (the “Improvements”) described in the District’s *Engineer’s Report*, dated _____, 2020, attached hereto as **Exhibit A** and incorporated herein by reference; and

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

WHEREAS, the District is empowered by Chapter 190, the Uniform Community Development District Act, Chapter 170, Supplemental and Alternative Method of Making Local Municipal Improvements, and Chapter 197, the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Assessments, *Florida Statutes*, to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy and collect the Assessments; and

WHEREAS, the District hereby determines that benefits will accrue to the property improved, the amount of those benefits, and that special assessments will be made in proportion to the benefits received as set forth in the *Master Special Assessment Methodology Report*, dated _____, 2020, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o George Flint, Governmental Management Service – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, (the “District Records Office”); and

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

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

1. Assessments shall be levied to defray a portion of the cost of the Improvements.
2. The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.
3. The total estimated cost of the Improvements is \$_____ (the "Estimated Cost").
4. The Assessments will defray approximately \$_____, which includes a portion of the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.
5. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, including provisions for supplemental assessment resolutions.
6. The Assessments shall be levied, within the District, on all lots and lands adjoining and contiguous or bounding and abutting upon the Improvements or specially benefitted thereby and further designated by the assessment plat hereinafter provided for.
7. There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.
8. Commencing with the year in which the Assessments are levied and confirmed, the Assessments shall be paid in not more than thirty (30) annual installments. The Assessments may be payable at the same time and in the same manner as are ad valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non-ad valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law.
9. The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.
10. The Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the

Board and be heard as to the propriety and advisability of the assessments or the making of the Improvements, the cost thereof, the manner of payment therefore, or the amount thereof to be assessed against each property as improved.

11. The District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) consecutive weeks) in a newspaper of general circulation within Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.

12. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Engineer's Report*, dated _____

Exhibit B: *Master Special Assessment Methodology Report*, dated _____

Exhibit A
Engineer's Report, dated _____

[*See attached*]

Exhibit B

Master Special Assessment Methodology Report, dated _____

[See attached]

SECTION D

RESOLUTION 2020-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON _____, AT _____ A/P.M. AT _____, _____, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*.

WHEREAS, the Board of Supervisors of the Lake Emma Community Development District (the "Board") has previously adopted Resolution 2020-29 entitled:

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

WHEREAS, in accordance with Resolution 2020-29, a Preliminary Special Assessment Roll has been prepared and all other conditions precedent set forth in Chapters 170, 190 and 197, *Florida Statutes*, to the holding of the aforementioned public hearing have been satisfied, and the roll and related documents are available for public inspection at the offices of the District Manager, 219 East Livingston Street, Orlando, Florida 32801 (the "District Office").

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF
SUPERVISORS OF THE LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT:**

1. There is hereby declared a public hearing to be held at ____:____ a/p.m. on _____, 2020, at _____, _____, for the purpose of hearing comment and objections to the proposed special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that hearing or submit their comments in writing prior to the hearing to the office of the District Manager, 219 East Livingston Street, Orlando, Florida 32801.

2. Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Lake County (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION E

RESOLUTION NO. 2020-33

AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$50,000,000 AGGREGATE PRINCIPAL AMOUNT OF LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE DESIGN, ACQUISITION AND CONSTRUCTION COSTS OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, ROADWAY IMPROVEMENTS; STORMWATER MANAGEMENT AND CONTROL FACILITIES, INCLUDING, BUT NOT LIMITED TO, RELATED EARTHWORK; WATER AND WASTEWATER SYSTEMS INCLUDING CONNECTION FEES, RECLAIMED WATER FACILITIES; CONSERVATION AND MITIGATION AREAS; DIFFERENTIAL COST OF UNDERGROUNDING ELECTRIC UTILITIES; ROADWAY IMPROVEMENT INCLUDING IMPACT FEES; LANDSCAPING, INCLUDING IRRIGATION IN PUBLIC RIGHTS OF WAY; AND RELATED INCIDENTAL COSTS, INCLUDING PROFESSIONAL FEES (COLLECTIVELY, THE “PROJECT”), PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; PROVIDING FOR THE APPOINTMENT OF A TRUSTEE; APPROVING THE FORM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORMS ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), MIAMI-DADE COUNTY, FLORIDA, THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the Lake Emma Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the “Act”), created by Ordinance No. 2019-54 of the City Council of the City of Groveland, Florida (the “City”), enacted on December 2, 2019; and

WHEREAS, the current boundaries of the District consist of approximately [412.97] acres; and

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and construction costs of certain public

infrastructure improvements to be located in or for the benefit of a planned residential community within the District known as “Lake Emma,” including, but not limited to, roadway improvements, including impact fees; stormwater management and control facilities, including, but not limited to, related earthwork; water and wastewater systems, including connection fees, reclaimed water facilities; conservation and mitigation areas; differential cost of undergrounding electric utilities; landscaping, including irrigation in public rights of way; and related incidental costs, including professional fees pursuant to the Act (collectively, the “Project”), all as set forth in **Schedule “I”** hereto; and

WHEREAS, the District desires to authorize the issuance of not to exceed \$50,000,000 aggregate principal amount of its Lake Emma Community Development District Special Assessment Bonds, in one or more Series (collectively, the “Bonds”), in order to pay all or a portion of the design, acquisition and construction costs of the Project; and

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

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

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

NOW, THEREFORE, BE IT RESOLVED by the Lake Emma Community Development District, as follows:

Section 1. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$50,000,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Project; (ii) to fund a debt service reserve fund; (iii) if required, to fund capitalized interest for the Bonds; and (iv) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1), the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), Lake County, Florida (the “County”), the City of Groveland, Florida (the “City”), the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on assessable property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County, the State, or of any other political subdivision

thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price of the Project or sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$50,000,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;

(ii) be issued in fully registered form in principal denominations of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;

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

(iv) be payable in not more than 30 annual installments of principal; and

(v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as **Composite Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the "Board") of the District (each individually a "Designated Member") and the Secretary, are hereby designated and authorized on behalf of the Board to attest to the seal of the District and to the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Delivery of a Master Trust Indenture and Supplemental Trust Indenture. The District does hereby authorize and approve the execution by the Chairperson and any Designated Member and the delivery of a Master Trust Indenture (the “Master Indenture”) and Supplemental Trust Indenture for any series of Bonds issued to finance any portion of the Project (the “Supplemental” and, together with the Master Indenture, the “Indenture”) for the Bonds, each between the District and the Trustee (as defined below). The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Master Indenture and Supplemental shall be in substantially the forms thereof attached hereto and marked **Composite Exhibit “A”** and are hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any changes therein from the form of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1), the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Trustee. The District hereby appoints U.S. Bank National Association, to serve as trustee in connection with the Bonds (the “Trustee”). Such financial institution shall also serve as paying agent, registrar and authenticating agent under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Fifth Judicial Circuit of Florida, in and for Lake County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, the District’s underwriter and methodology consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as such term is defined in the Indenture), and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be

done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. Bond Anticipation Notes. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance the costs of all or a portion of the Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, Florida Statutes, as amended, and other applicable provisions of laws.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson or a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

PASSED in Public Session of the Board of Supervisors of the Lake Emma Community Development District, this 25th day of March, 2020.

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: Chairperson/Vice Chairperson
Board of Supervisors

By: _____
Name: _____
Title: Secretary/Assistant Secretary
Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

- Roadway improvements, including impact fees;
- Stormwater management and control facilities, including, but not limited to, related earthwork;
- Water and wastewater systems, including connection fees;
- Reclaimed water facilities;
- Conservation and mitigation areas;
- Differential cost of undergrounding electric utilities;
- Landscaping, including irrigation in public rights of way; and
- Related incidental costs, including professional fees.

COMPOSITE EXHIBIT A
FORMS OF MASTER TRUST INDENTURE AND
SUPPLEMENTAL TRUST INDENTURE

48847907v3/191886.010100

SECTION VIII

RESOLUTION 2020-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2020; AND PROVIDING FOR AN EFFECTIVE DATE

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

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2020 annual meeting schedule attached as **Exhibit A**.

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

SECTION 1. The Fiscal Year 2020 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 25th day of March, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2020 Annual Meeting Schedule

Exhibit A

BOARD OF SUPERVISORS MEETING DATES LAKE EMMA COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2020

The Board of Supervisors of the Lake Emma Community Development District will hold their regular meetings for Fiscal Year 2020 at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida 34711, at __:__ a.m./p.m. unless otherwise indicated as follows:

[Add Meeting Dates]

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from Governmental Management Services – Central Florida, LLC or by calling (407) 841-5524.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (407) 841-5524 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

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

George Flint
District Manager

SECTION IX

RESOLUTION 2020-32

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

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

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

WHEREAS, District records are available for public review and inspection at the offices of _____.

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

SECTION 1. The District’s local records office shall be located at: _____.

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

PASSED AND ADOPTED this 25th day of March, 2020.

ATTEST:

**LAKE EMMA COMMUNITY
DEVELOPMENT DISTRICT**

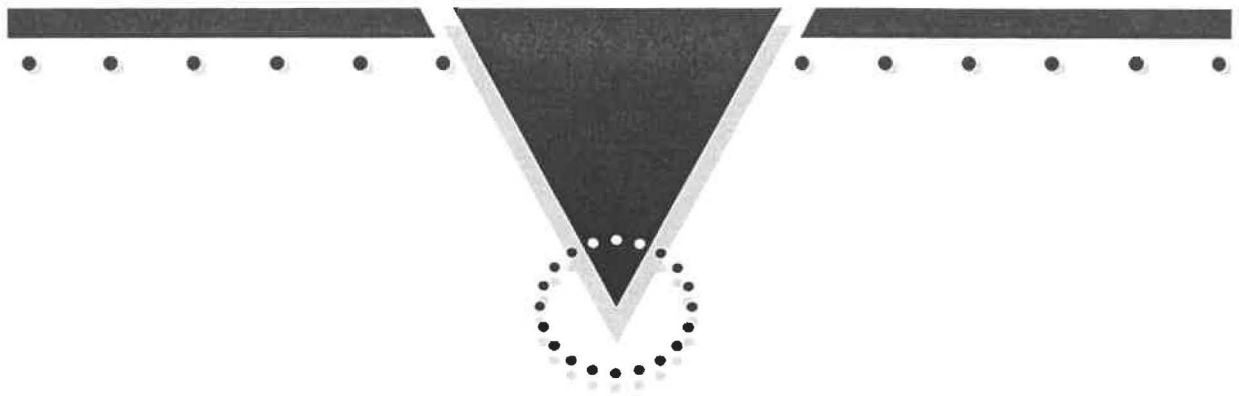
Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION X

SECTION C

SECTION 1



**Lake Emma
Community Development District**

**Unaudited Financial Reporting
February 29, 2020**



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2	<u>GENERAL FUND INCOME STATEMENT</u>
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LAKE EMMA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
February 29, 2020

	General Fund
<u>ASSETS:</u>	
DUE FROM DEVELOPER	\$17,326
TOTAL ASSET S	<u>\$17,326</u>
<u>LIABILITIES:</u>	
ACCOUNTS PAYABLE	\$5,570
<u>FUND EQUITY:</u>	
FUND BALANCES:	
UNASSIGNED	\$11,755
TOTAL LIABILITIES & FUND EQUITY	<u>\$17,326</u>

LAKE EMMA

COMMUNITY DEVELOPMENT DISTRICT

GENERAL FUND

Statement of Revenues & Expenditures

For The Period Ending February 29, 2020

	PROPOSED BUDGET	PRORATED BUDGET THRU 2/29/20	ACTUAL THRU 2/29/20	VARIANCE
<u>REVENUES:</u>				
DEVELOPER CONTRIBUTIONS	\$71,054	\$7,895	\$17,326	\$9,431
TOTAL REVENUES	\$71,054	\$7,895	\$17,326	\$9,431
<u>EXPENDITURES:</u>				
<u>ADMINISTRATIVE:</u>				
SUPERVISORS FEES	\$8,000	\$667	\$0	\$667
FICA EXPENSE	\$612	\$51	\$0	\$51
ENGINEERING	\$8,000	\$889	\$0	\$889
ATTORNEY	\$16,667	\$1,852	\$3,178	(\$1,326)
MANAGEMENT FEES	\$23,333	\$2,593	\$2,313	\$279
INFORMATION TECHNOLOGY	\$800	\$89	\$79	\$10
WEBSITE CREATION/ADA COMPLIANCE	\$2,375	\$264	\$0	\$264
TELEPHONE	\$200	\$22	\$0	\$22
POSTAGE	\$667	\$74	\$0	\$74
INSURANCE	\$3,500	\$5,000	\$0	\$5,000
PRINTING & BINDING	\$667	\$74	\$0	\$74
LEGAL ADVERTISING	\$5,000	\$556	\$0	\$556
OTHER CURRENT CHARGES	\$667	\$74	\$0	\$74
OFFICE SUPPLIES	\$417	\$46	\$0	\$46
DUES, LICENSE & SUBSCRIPTIONS	\$150	\$150	\$0	\$150
TOTAL EXPENDITURES	\$71,054	\$12,400	\$5,570	\$6,830
EXCESS REVENUES (EXPENDITURES)	\$0		\$11,755	
FUND BALANCE - Beginning	\$0		\$0	
FUND BALANCE -Ending	\$0		\$11,755	

LAKE EMMA
Community Development District

	Oct	Nov	Dec	Jan	Feb	March	April	May	June	July	Aug	Sept	Total
REVENUES:													
DEVELOPER CONTRIBUTIONS	\$0	\$0	\$0	\$16,275	\$1,051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,326
TOTAL REVENUES	\$0	\$0	\$0	\$16,275	\$1,051	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,326
EXPENDITURES:													
ADMINISTRATIVE:													
SUPERVISOR FEES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FICA EXPENSE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ENGINEERING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
ATTORNEY	\$0	\$745	\$306	\$2,127	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,178
MANAGEMENT FEES	\$0	\$0	\$0	\$0	\$2,313	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,313
INFORMATION TECHNOLOGY	\$0	\$0	\$0	\$0	\$79	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$79
WEBSITE CREATION/ADA COMPLIANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TELEPHONE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
POSTAGE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
INSURANCE	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PRINTING & BINDING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
LEGAL ADVERTISING	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OTHER CURRENT CHARGES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
OFFICE SUPPLIES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
DUES, LICENSES & SUBSCRIPTIONS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL EXPENDITURES	\$0	\$745	\$306	\$2,127	\$2,393	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,570
EXCESS REVENUES (EXPENDITURES)	\$0	(\$745)	(\$306)	\$14,148	(\$1,342)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,755

LAKE EMMA
Community Development District
Developer Contributions/Due from Developer

Funding Request #	Prepared Date	Payment Received Date	Check Amount	Total Funding Request	General Fund Portion (20)	Due from Capital	Over and (short) Balance Due
1	1/31/20			\$ 16,275.00	\$ 16,275.00	\$ -	\$ 16,275.00
2	2/25/20			\$ 1,050.50	\$ 1,050.50	\$ -	\$ 1,050.50
3	3/18/20			\$ 7,686.36	\$ 7,686.36	\$ -	\$ 7,686.36
Due from Developer			\$ -	\$ 25,011.86	\$ 25,011.86	\$ -	\$ 25,011.86
Total Developer Contributions FY20				\$ 25,011.86			

SECTION 2

Lake Emma

Community Development District

FY20 Funding Request #2

February 25, 2020

Payee		General Fund	
1	Hopping, Green & Sams Inv# 112683 - General Counsel - November/December 2019	\$	1,050.50
Total:		\$	1,050.50

Please make check payable to:

Lake Emma Community Development District
1408 Hamlin Avenue, Unit E
St.Cloud, FL 34771

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

===== STATEMENT =====

January 30, 2020

Lake Emma CDD
c/o Governmental Management Services
9145 Narcoossee Road, Suite A206
Orlando, FL 32827

Bill Number 112683
Billed through 12/31/2019

General

LEMCDD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

11/26/19	DGW	Assist with preparation for and organizational meeting documents.	1.30 hrs
11/27/19	EGRE	Revise and draft resolutions for organizational meeting.	1.80 hrs
11/27/19	DGW	Assist with preparation of organizational meeting documents.	1.00 hrs
12/04/19	EGRE	Review and revise organizational documents.	1.30 hrs
Total fees for this matter			\$1,050.50

MATTER SUMMARY

Wilbourn, David - Paralegal	2.30 hrs	140 /hr	\$322.00
Gregory, Emma C.	3.10 hrs	235 /hr	\$728.50

TOTAL FEES \$1,050.50

TOTAL CHARGES FOR THIS MATTER \$1,050.50

BILLING SUMMARY

Wilbourn, David - Paralegal	2.30 hrs	140 /hr	\$322.00
Gregory, Emma C.	3.10 hrs	235 /hr	\$728.50

TOTAL FEES \$1,050.50

TOTAL CHARGES FOR THIS BILL \$1,050.50

Please include the bill number on your check.

Lake Emma

Community Development District

FY20 Funding Request #3
March 18, 2020

Payee		General Fund	
1	Department of Economic Opportunity Inv# 74823 - Prorated FY2020 Annual District Fee - March 2020	\$	150.00
2	Governmental Management Services-CF, LLC Inv# 1 - Prorated Management Fees - February 2020 Inv# 2 - Management Fees - March 2020	\$ \$	2,392.69 3,016.67
3	Hopping, Green & Sams Inv# 113252 - General Counsel - January 2020	\$	2,127.00
		Total:	\$ 7,686.36

Please make check payable to:

Lake Emma Community Development District
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Florida Department of Economic Opportunity, Special District Accountability Program
FY 2019/2020 Special District Fee Invoice and Update Form
Required by Sections 189.064 and 189.018, Florida Statutes, and Chapter 73C-24, Florida Administrative Code

Invoice No.: 74823			Date Invoiced: 03/06/2020
Annual Fee: \$150.00	Late Fee: \$0.00	Received: \$0.00	Total Due, Postmarked by 05/05/2020: \$150.00

STEP 1: Review the following information, make changes directly on the form, and sign and date:

1. Special District's Name, Registered Agent's Name, and Registered Office Address:



Lake Emma Community Development District
Mr. George Flint
Governmental Management Services - Central Florida, LLC
219 East Livingston Street
Orlando, FL 32801

3(Hd)

310-513-54

FY20 Annual District Fee

2. Telephone:	(407) 841-5524
3. Fax:	(407) 839-1526
4. Email:	gflint@gmscfl.com
5. Status:	Independent
6. Governing Body:	Elected
7. Website Address:	www.LakeEmmaCDD.com
8. County(ies):	Lake
9. Function(s):	Community Development
10. Boundary Map on File:	03/05/2020
11. Creation Document on File:	03/05/2020
12. Date Established:	12/02/2019
13. Creation Method:	Local Ordinance
14. Local Governing Authority:	City of Groveland
15. Creation Document(s):	City Ordinance 2019-54
16. Statutory Authority:	Chapter 190, Florida Statutes
17. Authority to Issue Bonds:	Yes
18. Revenue Source(s):	Assessments
19. Most Recent Update:	03/06/2020

RECEIVED

MAR 06 2020

DEO

RECEIVED

MAR 09 2020

BY: _____

I do hereby certify that the information above (changes noted if necessary) is accurate and complete as of this date.

Registered Agent's Signature: _____ Date: 3/9/2020

STEP 2: Pay the annual fee or certify eligibility for the zero fee:

a. **Pay the Annual Fee:** Pay the annual fee online by following the instructions at www.Floridajobs.org/SpecialDistrictFee or by check payable to the Department of Economic Opportunity.

b. **Or, Certify Eligibility for the Zero Fee:** By initialing each of the following items, I, the above signed registered agent, do hereby certify that to the best of my knowledge and belief, **ALL** of the following statements contained herein and on any attachments hereto are true, correct, complete, and made in good faith as of this date. I understand that any information I give may be verified.

1. _____ This special district and its Certified Public Accountant determined the special district is not a component unit of a local general-purpose government.
2. _____ This special district is in compliance with the reporting requirements of the Department of Financial Services.
3. _____ This special district reported \$3,000 or less in annual revenues to the Department of Financial Services on its Fiscal Year 2017/2018 Annual Financial Report (if created since then, attach an income statement verifying \$3,000 or less in revenues).

Department Use Only: Approved: _____ Denied: _____ Reason: _____

STEP 3: Make a copy of this form for your records.

STEP 4: Mail this form and payment (if paying by check) to the Department of Economic Opportunity, Bureau of Budget Management, 107 E. Madison Street, MSC 120, Tallahassee, FL 32399-4124. Direct any questions to (850) 717-8430.

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

RECEIVED
MAR 18 2020

Invoice

BY: _____

Invoice #: 1
Invoice Date: 2/7/20
Due Date: 2/7/20
Case:
P.O. Number:

Bill To:
Lake Emma CDD
219 E. Livingston St.
Orlando, FL 32801

Description	Hours/Qty	Rate	Amount
Management Fees - February 2020 (Prorated 2/7/20-2/29/20) 310 313-24	23	100.58	2,313.34
Information Technology - February 2020 (Prorated 2/7/20-2/29/20) 351	23	3.45	79.35
Total			\$2,392.69
Payments/Credits			\$0.00
Balance Due			\$2,392.69

GMS-Central Florida, LLC
1001 Bradford Way
Kingston, TN 37763

RECEIVED
MAR 18 2020

Invoice

BY: _____

Invoice #: 2

Invoice Date: 3/1/20

Due Date: 3/1/20

Case:

P.O. Number:

Bill To:

Lake Emma CDD
219 E. Livingston St.
Orlando, FL 32801

Description	#1	Hours/Qty	Rate	Amount
Management Fees - March 2020	310-513-34		2,916.67	2,916.67
Information Technology - March 2020	351		100.00	100.00
Total				\$3,016.67
Payments/Credits				\$0.00
Balance Due				\$3,016.67

Hopping Green & Sams

Attorneys and Counselors

119 S. Monroe Street, Ste. 300
P.O. Box 6526
Tallahassee, FL 32314
850.222.7500

RECEIVED
MAR 10 2020

BY: _____

===== STATEMENT =====

February 12, 2020

Lake Emma CDD
c/o Governmental Management Services-CF, LLC
1408 Hamlin Avenue, Unit E
St. Cloud, FL 34771

Bill Number 113252
Billed through 01/31/2020

#2 (Hd)
30-313-315
Org - Mtg Docs/Prep Interim

General

LEMCD 00001 TFM

FOR PROFESSIONAL SERVICES RENDERED

01/08/20	DGW	Research and confer with Mackie regarding last date upon which landowner election can be held.	0.20 hrs
01/10/20	TFM	Confer with Cippollone.	0.20 hrs
01/17/20	TFM	Confer with Cippollone and Flint.	0.60 hrs
01/24/20	EGRE	Review and revise organizational documents.	1.60 hrs
01/24/20	TFM	Confer with Flint.	0.40 hrs
01/27/20	EGRE	Review and revise organizational meeting documents.	1.20 hrs
01/31/20	DGW	Prepare for organizational meeting.	0.20 hrs
01/31/20	EGRE	Prepare interim district engineering agreement; RFQ for engineering services; rules of procedure and budget funding agreement.	1.60 hrs
01/31/20	TFM	Prepare establishment meeting documents and confer with Vanderbilt and Flint regarding same.	2.20 hrs
Total fees for this matter			\$2,127.00

MATTER SUMMARY

Wilbourn, David - Paralegal	0.40 hrs	140 /hr	\$56.00
Gregory, Emma C.	4.40 hrs	235 /hr	\$1,034.00
Mackie, A.Tucker Frazee	3.40 hrs	305 /hr	\$1,037.00

TOTAL FEES \$2,127.00

TOTAL CHARGES FOR THIS MATTER \$2,127.00

BILLING SUMMARY

Wilbourn, David - Paralegal	0.40 hrs	140 /hr	\$56.00
Gregory, Emma C.	4.40 hrs	235 /hr	\$1,034.00
Mackie, A.Tucker Frazee	3.40 hrs	305 /hr	\$1,037.00

TOTAL FEES	\$2,127.00
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TOTAL CHARGES FOR THIS BILL	\$2,127.00
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Please include the bill number on your check.