



**FOREST OAKS  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
& PUBLIC HEARING'S  
JANUARY 24, 2025  
10:00 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.forestoakscdd.org](http://www.forestoakscdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**FOREST OAKS**  
**COMMUNITY DEVELOPMENT DISTRICT**  
 Mattamy Homes USA  
 2500 Quantum Drive, Suite 215  
 Boynton Beach, Florida 33426  
**REGULAR BOARD MEETING & PUBLIC HEARING’S**  
 January 24, 2025  
 10:00 A.M.

A. Call to Order	
B. Proof of Publication.....	Page 1
C. Establish Quorum	
D. Additions and Deletions to the Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
1. October 18, 2024 Organizational Board Meeting.....	Page 2
<b>G. Public Hearing – Fiscal Year 2024/2025 Final Budget</b>	
1. Proof of Publication.....	Page 13
2. Receive Public Comments on the 2024/2025 Fiscal Year Final Budget	
3. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2024/2025 Final Budget.....	Page 14
<b>H. Public Hearing – Authorizing Uniform Method of Collection</b>	
1. Proof of Publication.....	Page 24
2. Receive Public Comment on the Use of the Uniform Method of Collection	
3. Consider Resolution No. 2025-02 – Adopting the Uniform Method of Collection.....	Page 24
<b>I. Public Hearing – Rules of Procedure</b>	
1. Proof of Publication.....	Page 29
2. Receive Public Comments on Adopting Rules of Procedure	
3. Consider Resolution No. 2025-03 – Adopting Rules of Procedure.....	Page 32
J. Old Business	
K. New Business	
1. Consider Selection of a District Engineer.....	Page 97
2. Consider Approval of Acquisition Agreement.....	Page 214
3. Consider Approval of Master Engineer’s Report.....	Page 224
4. Consider Approval of Master Special Assessment Methodology Report.....	Page 233
5. Consider Resolution No. 2025-04 – Authorizing the Issuance of Bonds.....	Page 249
6. Consider Resolution No. 2025-05 – Declaring Assessments.....	Page 330
7. Consider Resolution No. 2025-06 – Setting Public Hearing on Assessments.....	Page 333
L. Administrative Matters	
M. Board Members Comments	
N. Adjourn	

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET;  
AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Forest Oaks Community Development District (District) will hold public hearings on January 24, 2025, at 10:00 a.m. at the offices of Mattamy Homes Palm Beach, LLC located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year October 1, 2024 through September 30, 2025 (Fiscal Year 2024/2025). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budgets may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours.

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

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

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

District Manager

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

[www.forestoakscdd.org](http://www.forestoakscdd.org)

January 3,10,2025 10880128

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
ORGANIZATIONAL BOARD MEETING  
OCTOBER 18, 2024**

**A. CALL TO ORDER**

The Organizational Board Meeting of the Forest Oaks Community Development District (the “District”) was called to order at 10:08 a.m. at 2500 Quantum Lakes Drive, Boynton Beach, Florida 33426.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Organizational Board Meeting had been published in *The Press Journal* on September 20, 2024, and September 27, 2024, as legally required.

**C. SEAT NEW BOARD MEMBERS (FROM LANDOWNERS’ ELECTION)**

Mr. McElligott noted that the following new Board members were sat:

Karl Albertson - Seat 1 – 4 year term  
Jason Corp – Seat 2 – 4 year term  
Sam Nicho – Seat 3 – 2 year term  
Janice Burke – Seat 4 – 2 year term  
James Fitzgerald – Seat 5 – 2 year term

**D. ADMINISTER OATHS OF OFFICE**

Michael McElligott of Special District Services administered the Oath of Office to the new Board Members.

**E. REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES**

Mr. McElligott and Mr. Johnson went over the responsibilities of a Supervisor, ethics and ethics training, and the Sunshine Law.

**F. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance:

Karl Albertson, Jason Corp, Sam Nicho, Janice Burke, and James Fitzgerald.

Also in attendance were Michael McElligott and Jason Pierman (via phone) of Special District Services, Inc.; Attorney Jonathan Johnson of Kutak Rock (via phone); Engineer Ryan Wheeler. of Caulfield & Wheeler, Inc.; Bond Counsel Misty Taylor of Bryant Miller Olive P.A.. (via phone); Investment Banker Brett Sealy of MBS Capital Markets, LLC (via phone), and Jonas Read of Mattamy of Palm Beach, LLC.

**G. CONSIDER RESOLUTION NO. 2024-01 – CANVASSING AND CERTIFYING RESULTS OF LANDOWNERS’ ELECTION OF SUPERVISORS**

Resolution No. 2024-01 was presented, entitled:

**RESOLUTION 2024-01**

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

A **motion** was made by Mr. Corp seconded by Mr. Albertson and unanimously passed adopting Resolution No. 2024-01, as presented.

**H. CONSIDER RESOLUTION NO. 2024-02 – ELECTION OF OFFICERS**

Resolution No. 2024-02 was presented, entitled:

**RESOLUTION 2024-02**

**A RESOLUTION ELECTING THE OFFICERS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, FLORIDA.**

A **motion** was made by Mr. Corp, seconded by Mr. Fitzgerald nominating Karl Albertson as Chairman; Jason Corp as Vice-Chair; Michael McElligott as Secretary; Michael McElligott and Jason Pierman as Treasurer and Assistant Treasurer, respectively; and Sam Nicho, Janice Burke, James Fitzgerald and Jason Pierman as Assistant Secretaries. Upon being put to a vote, the **motion** carried **unanimously**.

**I. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**J. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were comments from the public for items not on the agenda.

**K. HIRING OF CONSULTANTS/PROFESSIONALS**

- 1. Consider Appointment of District Manager**
- 2. Consider Appointment of District General Counsel**
- 3. Consider Appointment of Interim District Engineer**
- 4. Consider Appointment of Investment Banker**
- 5. Consider Appointment of Trustee**

**6. Consider Appointment of Bond Counsel**

Mr. McElligott went over each item after which the following motion was made.

A **motion** was made by Mrs. Burke, seconded by Mr. Corp and passed **unanimously** approving the following appointments, as presented:

Special District Services, Inc. was appointed as the District Manager; Kutak Rock/Jonathan Johnson was appointed General Counsel; Caulfield & Wheeler, Inc./Ryan Wheeler was appointed Interim District Engineer; Brett Sealy of MBS Capital Markets, LLC. was appointed Investment Banker; US Bank was appointed Trustee; and Misty Taylor of Bryant Miller Olive P.A., was appointed Bond Counsel.

**L. POLICIES/PROCEDURES**

**1. Consider Resolution No. 2024-03 – Designating a Registered Agent and Primary Administrative Office**

Resolution No. 2024-03 was presented, entitled:

**RESOLUTION 2024-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A REGISTERED AGENT AND REGISTERED OFFICE OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**2. Consider Resolution No. 2024-04 – Designating a Primary Administrative Office and Principal Headquarters of the District**

Resolution No. 2024-04 was presented, entitled:

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**3. Consider Resolution No. 2024-05 Ratifying, Confirming and Approving the Recording of the Notice of Establishment**

Resolution No. 2024-05 was presented, entitled:

**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT RATIFYING,**

**CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT.**

**4. Consider Resolution No. 2024-06 – Designating Local Records Office**

Resolution No. 2024-06 was presented, entitled:

**RESOLUTION 2024-06**

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

**5. Consider Resolution No. 2024-07 – Adopting Records Retention Policy**

Resolution No. 2024-07 was presented, entitled:

**RESOLUTION 2024-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE APPOINTMENT OF A RECORDS MANAGEMENT LIAISON OFFICER; PROVIDING THE DUTIES OF THE RECORDS MANAGEMENT LIAISON OFFICER; ADOPTING A RECORDS RETENTION POLICY; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**6. Consider Resolution No. 2024-08 – Designating a Public Comment Period**

Resolution No. 2024-08 was presented, entitled:

**RESOLUTION 2024-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR THE PUBLIC'S OPPORTUNITY TO BE HEARD; DESIGNATING PUBLIC COMMENT PERIODS; DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD; ADDRESSING PUBLIC DECORUM; ADDRESSING EXCEPTIONS; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**7. Consider Resolution No. 2024-09 – Adopting a Legal Defense Policy**

Resolution No. 2024-09 presented, entitled:

**RESOLUTION 2024-09**

**A RESOLUTION SETTING FORTH THE POLICY OF THE FOREST OAKS DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS, DISTRICT OFFICERS, AND RETAINED STAFF; AND PROVIDING FOR AN EFFECTIVE DATE.**

**8. Consider Resolution No. 2024-10 – Authorizing Chair to Execute Plats, Permits and Conveyances**

Resolution No. 2024-10 was presented, entitled:

**RESOLUTION 2024-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT GRANTING THE CHAIRPERSON THE AUTHORITY TO EXECUTE REAL AND PERSONAL PROPERTY CONVEYANCE AND DEDICATION DOCUMENTS, PLATS AND OTHER DOCUMENTS RELATED TO THE DEVELOPMENT OF THE DISTRICT'S IMPROVEMENTS; APPROVING THE SCOPE AND TERMS OF SUCH AUTHORIZATION; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**9. Consider Resolution No. 2024-11 – Adopting Alternative Investment Guideline**

Resolution No. 2024-11 was presented, entitled:

**RESOLUTION 2024-11**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), *FLORIDA STATUTES*, AND PROVIDING AN EFFECTIVE DATE.**

**10. Consider Resolution No. 2024-12 – Adopting a Prompt Payment Policy**

Resolution No. 2024-12 was presented, entitled:

**RESOLUTION 2024-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**



**11. Consider Resolution No. 2024-13 – Approving Statewide Mutual Aid Agreement**

Resolution No. 2024-13 was presented, entitled:

**RESOLUTION 2024-13**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT, PALM BEACH COUNTY, STATE OF FLORIDA, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**12. Consider Resolution No. 2024-14 – Adopting Travel Reimbursement Policy**

Resolution No. 2024-14 was presented, entitled:

**RESOLUTION 2024-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING A POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Mr. McElligott went over Items L1 through L12 and explained the purpose of each.

A **motion** was made by Mr. Corp, seconded by Mr. Fitzgerald and **passed unanimously** adopting Resolution No. 2024-03, designating Special District Services, Inc. / Todd Wodraska as the District’s Registered Agent and Primary Administrative Office; Resolution No. 2024-04, designating Special District Services, Inc. as the District’s Primary Administrative Office and Principal Headquarters; Resolution No. 2024-05, Ratifying, Confirming and Approving the Recording of the Notice of Establishment; Resolution No. 2024-06, Designating the Special District Services, Inc. office as the Local Records Office; Resolution No. 2024-07, Adopting Records Retention Policy, choosing to keep everything electronically; Resolution No. 2024-08, Designating a Public Comment Period and setting the time to 3:00 minutes for each speaker; Resolution No. 2024-09, Adopting Legal Defense Policy; Resolution No. 2024-10, Authorizing Chairman to Execute Plats, Permits and Conveyances; Resolution No. 2024-11, Adopting Alternative Investment Guidelines; Resolution No. 2024-12, Adopting a Prompt Payment Policy; Resolution No. 2024-13 , Approving a Statewide Mutual Aid Agreement; and Resolution No. 2024-14, Adopting a Travel Reimbursement Policy.

**M. DISTRICT BUSINESS**

- 1. Consider Authorization to Issue RFQ for Engineering Services**
- 2. Consider Authorization to Issue RFP for Auditing Services**
- 3. Designation of Board of Supervisors as Audit Committee**
- 4. Consider Authorization to Obtain General Liability and Public Officers’ Insurance**

**5. Consider Resolution No. 2024-15 – Setting the Fiscal Years 2024/2025 Regular Meeting Schedules and Location**

Resolution No. 2024-15 was presented, entitled:

**RESOLUTION 2024-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024/2025; AND PROVIDING FOR AN EFFECTIVE DATE**

In discussions regarding the upcoming meeting schedule, there was a Board consensus to hold meetings on the fourth Friday of each month at 10:00 a.m. and the Mattamy office located at 2500 Quantum Lakes Drive, Boynton Beach, FL.

Mr. McElligott went over Items M1 through M5 and explained the purpose of each.

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving the following: Authorizing to Issue an RFQ for Engineering Services with a due date of January 24, 2025; Authorizing to Issue an RFP for Auditing Services; Designating the Board of Supervisors as the Audit Committee; Authorizing to Obtain General Liability and Public Officers' Insurance; adopting Resolution No. 2024-15, as amended.

**6. Consider Resolution No. 2024-16 – Setting a Public Hearing on the Rules of Procedure**

Resolution No. 2024-16 was presented, entitled:

**RESOLUTION 2024-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-16 setting a Public Hearing date of January 24, 2025; as presented.

**7. Consider Resolution No. 2024-17 – Designating a Qualified Public Depository**

Resolution No. 2024-17 was presented, entitled:

**RESOLUTION 2024-17**

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

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-17 Designating Seacoast as the Qualified Public Depository; as presented.

**8. Consider Resolution No. 2024-18 – Establishing CDD Checking Account and Signers**

Resolution No. 2024-18 was presented, entitled:

**RESOLUTION 2024-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEROF: AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-18 Establishing the CDD Checking Account at Seacoast Bank, and selecting Todd Wodraska, Jason Pierman, Patricia LasCasas, and Jason Corp to serve as the signatories, as presented.

**9. Consider Resolution No. 2024-19 – Adopting Internal Control Policy**

Resolution No. 2024-19 was presented, entitled:

**RESOLUTION 2024-19**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING AN INTERNAL CONTROLS POLICY CONSISTENT WITH SECTION 218.33, FLORIDA STATUTES; PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-19 Adopting Internal Control Policy; as presented.

**10. Consider Resolution No. 2024-20 – Adopting Goals and Procedures**

Resolution No. 2024-20 was presented, entitled:

**RESOLUTION 2024-20**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS< OBJECTIVES< AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SERVABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-20 Adopting Goals and Procedures; as presented.

**11. Consider Resolution No. 2024-21 – Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board; Authorizing the Disbursement of Funds for Payments of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold**

Resolution No. 2024-21 was presented, entitled:

**RESOLUTION 2024-21**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; AUTHORIZING THE DISBURSEMENT OF FUNDS FOR PAYMENT OF CERTAIN NON-CONTINUING EXPENSES WITHOUT PRIOR APPROVAL OF THE BOARD OF SUPERVISORS; PROVIDING FOR A MONETARY THRESHOLD; AND PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-21 Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board; Authorizing the Disbursement of Funds for Payments of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; as presented.

**12. Consider Memorandum of District Manager Regarding E-Verify Requirements**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving the Memorandum of District Manager Regarding E-Verify Requirements; as presented.

**13. Consider Resolution No. 2024-22 – Consider Fiscal Year 2024/2025 Annual Budget and Setting a Public Hearing Date for Final Adoption**

Resolution No. 2024-22 was presented, entitled:

**RESOLUTION 2024-22**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT APPROVING THE PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** adopting Resolution No. 2024-22, as presented, and setting the Public Hearing for January 24, 2025.

**14. Consider Budget Funding Agreement for Fiscal Year 2024/2025**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** adopting Budget Funding Agreement for Fiscal Year 2024/2025, as presented.

**15. Consider Bond Financing Team Funding Agreement**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving the Bond Financing Team Funding Agreement, as presented.

**16. Consider Resolution No. 2024-24 – Setting a Public Hearing for Notice of Intent to Use the Uniform Method of Collection**

Resolution No. 2024-24 was presented, entitled:

**RESOLUTION 2024-24**

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

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** approving Resolution 2024-24, setting the Public Hearing for January 24, 2025, as presented.

**15. Consider Compensation for Board Members**

A **motion** was made by Mr. Corp, seconded by Mr. Nicho and **passed unanimously** waiving compensation for the Board Members.

**N. ADMINISTRATIVE MATTERS**

There were no Administrative Matters to come before the Board.

**O. BOARD MEMBER COMMENTS**

There were no further Board Member comments.

**P. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Mr. Albertson seconded by Mr. Fitzgerald and **passed unanimously** adjourning the Organizational Meeting at 10:38 a.m..

**ATTESTED BY:**

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

\_\_\_\_\_  
Chairperson/Vice-Chair

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF PUBLIC HEARINGS TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET;  
AND NOTICE OF REGULAR BOARD OF SUPERVISORS MEETING.

The Board of Supervisors (Board) of the Forest Oaks Community Development District (District) will hold public hearings on January 24, 2025, at 10:00 a.m. at the offices of Mattamy Homes Palm Beach, LLC located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 for the purpose of hearing comments and objections on the adoption of the budget of the District for the fiscal year October 1, 2024 through September 30, 2025 (Fiscal Year 2024/2025). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it.

A copy of the agenda and proposed budgets may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, Florida 33410, (561) 630-4922 (District Managers Office), during normal business hours.

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

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

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

District Manager

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

[www.forestoakscdd.org](http://www.forestoakscdd.org)

January 3,10,2025 10880128

**RESOLUTION 2025-01**

**THE ANNUAL APPROPRIATION RESOLUTION OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Forest Oaks Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

**WHEREAS**, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1<sup>st</sup> of each year, the 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 FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT:**

**Section 1. Budget**

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



There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

**SECTION 3. BUDGET AMENDMENTS**

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

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District’s website in accordance with Chapter 189, *Florida Statutes*, and remain on the website for at least two (2) years.

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

**PASSED AND ADOPTED THIS 24<sup>TH</sup> DAY OF JANUARY, 2025.**

ATTEST:

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** FY 2025 Budget

**Exhibit A**

FY 2025 Budget

Forest Oaks  
Community Development District

**Final Budget For  
Fiscal Year 2024/2025  
October 1, 2024 - September 30, 2025**

# CONTENTS

- I FINAL BUDGET
- II DETAILED FINAL BUDGET
- III DETAILED FINAL DEBT SERVICE BUDGET
- III ASSESSMENT COMPARISON

**FINAL BUDGET**  
**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2024/2025 BUDGET
<b>REVENUES</b>	
O&M Assessments	145,239
Developer Contribution	0
Debt Assessments	0
Debt Assessments - Direct Bill	0
Interest Income	1
<b>TOTAL REVENUES</b>	<b>\$ 145,240</b>
<b>EXPENDITURES</b>	
<b>Administrative Expenditures</b>	
Supervisor Fees	0
Management	36,000
Legal	30,000
Engineering / Inspections	3,500
Assessment Roll	7,500
Audit Fees	4,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	15,000
Miscellaneous	1,500
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Trustee Fees	4,200
Continuing Disclosure Fee	1,000
<b>Total Administrative Expenditures</b>	<b>\$ 111,325</b>
<b>Maintenance Expenditures</b>	
Lake Maintenance	\$ 7,800
Littoral Maintenance	\$ 5,400
Dry Area Maintenance	\$ 6,000
Lift Station Maintenance	\$ 6,000
<b>Total Maintenance Expenditures</b>	<b>\$ 25,200</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 136,525</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 8,715</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ 8,715</b>
County Appraiser & Tax Collector Fee	(2,905)
Discounts For Early Payments	(5,810)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2024/2025**  
**OCTOBER 1, 2024 - SEPTEMBER 30, 2025**

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	145,239	O&M Assessments Capped At \$100
Developer Contribution	0	0	0	
Debt Assessments	0	0	0	
Debt Assessments - Direct Bill	0	0	0	
Interest Income	0	0	1	
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 145,240</b>	
<b>EXPENDITURES</b>				
<b>Administrative Expenditures</b>				
Supervisor Fees	0	0	0	
Management	0	0	36,000	
Legal	0	0	30,000	
Engineering / Inspections	0	0	3,500	
Assessment Roll	0	0	7,500	
Audit Fees	0	0	4,000	
Arbitrage Rebate Fee	0	0	650	Will Commence with Issuing Of Bond
Insurance	0	0	6,000	
Legal Advertisements	0	0	15,000	
Miscellaneous	0	0	1,500	
Postage	0	0	300	
Office Supplies	0	0	1,500	
Dues & Subscriptions	0	0	175	Annual Fee Due Department Of Economic Opportunity
Trustee Fees	0	0	4,200	Will Commence with Issuing Of Bond
Continuing Disclosure Fee	0	0	1,000	Will Commence lwith Issuing Of Bond
<b>Total Administrative Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 111,325</b>	
<b>Maintenance Expenditures</b>				
Lake Maintenance	\$ -	\$ -	\$ 7,800	
Littoral Maintenance			\$ 5,400	
Dry Area Maintenance			\$ 6,000	
Lift Station Maintenance			\$ 6,000	
<b>Total Maintenance Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 25,200</b>	
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 136,525</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,715</b>	
Bond Payments	0	0	0	Principal & Interest Payments
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 8,715</b>	
County Appraiser & Tax Collector Fee	0	0	(2,905)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	0	(5,810)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**DETAILED FINAL DEBT SERVICE FUND BUDGET (SERIES 2025)**

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2024/2025

OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	0	0	0	Projected Interest For 2024/2025
Developer Contribution	0	0	0	
NAV Tax Collection	0	0	0	
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>EXPENDITURES</b>				
Principal Payments	0	0	0	Principal Payment Due In 2025
Interest Payments	0	0	0	Interest Payments Due In 2025
Bond Redemption	0	0	0	Estimated Excess Debt Collections
<b>Total Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2025 Bond Information**

Original Par Amount =	\$0	Annual Principal Payments Due =
Interest Rate =	0.00%	Annual Interest Payments Due =
Issue Date =		
Maturity Date =		

Par Amount As Of 9/1/24 = \$0

# FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT ASSESSMENT COMPARISON

	Fiscal Year 2023/2024 Assessment*	Fiscal Year 2024/2025 Projected Assessment*
O & M For Single Family 45'	\$ -	\$ 390.43
<u>Debt For Single Family 45'</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total For Single Family</b>	<b>\$ -</b>	<b>\$ 390.43</b>
O & M For Townhomes 24'	\$ -	\$ 390.43
<u>Debt For Townhomes 24'</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total For Single Family</b>	<b>\$ -</b>	<b>\$ 390.43</b>
O & M For Townhomes 18'-20'	\$ -	\$ 390.43
<u>Debt For Townhomes 18'-20'</u>	<u>\$ -</u>	<u>\$ -</u>
<b>Total For Single Family</b>	<b>\$ -</b>	<b>\$ 390.43</b>
O & M For Workforce Housing	\$ -	\$ 390.43
<u>Debt For Workforce Housing</u>	<u>N/A</u>	<u>N/A</u>
<b>Total For Single Family</b>	<b>\$ -</b>	<b>\$ 390.43</b>

\* Assessments Include the Following:

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

<u>Community Information</u>	
Single Family 45'	94
Townhomes 24'	82
Townhomes 18'-20'	185
Workforce Housing	11
<u>Total</u>	<u>372</u>



FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
NOTICE OF THE DISTRICTS INTENT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM  
SPECIAL ASSESSMENTS

Notice is hereby given that the Forest Oaks Community Development District (the District) intends to use the uniform method of collecting non-ad valorem special assessments to be levied by the District pursuant to Section 197.3632, Florida Statutes. The Board of Supervisors of the District will conduct a public hearing on January 24, 2025, at 10:00 a.m. at the offices of Mattamy Homes Palm Beach, LLC located at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426.

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

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

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

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the hearing and/or meeting is asked to contact the District Office at Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, Florida 33410, (561) 630-4922 at least forty-eight (48) hours before the hearing and/or meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 who can aid you in contacting the District Office.

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

District Manager

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

No.10880176

Dec. 27, 2024 Jan. 3, 10, 17, 2025

**RESOLUTION 2025-02**

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

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

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

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

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

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

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

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

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

**PASSED AND ADOPTED** this 24<sup>th</sup> day of January, 2025.

ATTEST:

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Legal Description

## EXHIBIT A

### Legal Description

#### DESCRIPTION:

A PORTION OF BLOCK 29, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, TOGETHER WITH A PORTION OF PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, TOGETHER WITH A PORTION OF PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGES 191 AND 192, AND TOGETHER WITH PORTIONS OF LUCERNE LAKES GOLF COURSE, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 28 AND 33, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LUCERNE LAKES BOULEVARD AS SHOWN ON PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°02'49"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12" AS RECORDED IN OFFICIAL RECORDS BOOK 1973, PAGE 99 OF SAID PUBLIC RECORDS, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD) BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°02'49"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12", A DISTANCE OF 1225.00 FEET TO A POINT ON THE NORTH LINE OF GOLF COURSE TRACT A (GC-A) AS SHOWN ON THE PLAT OF LUCERNE LAKES GOLF COURSE AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°57'11"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 83.00 FEET; THENCE N.89°02'53"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 215.00 FEET TO A POINT ON THE EAST LINE OF SAID GOLF COURSE TRACT A (GC-A); THENCE S.00°57'11"E. ALONG SAID EAST LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 87.00 FEET; THENCE S.89°02'53"W. ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET; THENCE S.00°57'11"E. ALONG SAID EAST LINE AND THE WEST LINE OF THE FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 4179, PAGE 1199 OF SAID PUBLIC RECORDS, A DISTANCE OF 2429.98 FEET; THENCE S.89°02'09"W. ALONG THE NORTH LINE OF THAT CERTAIN 30-FOOT RIGHT-OF-WAY AS VACATED IN OFFICIAL RECORDS BOOK 2034, PAGE 1293 OF SAID PUBLIC RECORDS, A DISTANCE OF 197.63 FEET; THENCE N.00°57'11"W. ALONG A BOUNDARY LINE OF GOLF COURSE TRACT C (GC-C) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.45 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 425.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 21°41'13", A DISTANCE OF 160.87 FEET TO A POINT; THE FOREGOING NINE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 5TH ADDITION, AS RECORDED IN PLAT BOOK 34, PAGE 167; THENCE N67°21'36"E, A DISTANCE OF 55.63 FEET; THENCE N.03°09'02"E., A DISTANCE OF 189.43 FEET; THENCE N.01°00'36"E., A DISTANCE OF 248.15 FEET; THENCE N.12°46'33"E., A DISTANCE OF 149.16 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 177.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°39'24", A DISTANCE OF 181.20 FEET; THENCE N.45°52'51"W., A DISTANCE OF 180.93 FEET; THENCE N.41°24'28"W., A DISTANCE OF 163.95 FEET; THENCE S.45°52'15"W., A DISTANCE OF 223.17 FEET; THENCE S.20°12'43"E., A DISTANCE OF 89.37 FEET; THE FOREGOING TWELVE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF GOLF COURSE TRACT B (GC-B) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THENCE S.58°02'15"W., A DISTANCE OF 377.79 FEET; THENCE S.59°43'39"W, A DISTANCE OF 245.44 FEET; THENCE S.70°01'24"W., A DISTANCE OF 176.98 FEET; THENCE S.70°10'45"W., A DISTANCE OF 178.01

FEET; THENCE S.57°46'09"W., A DISTANCE OF 116.60 FEET; THENCE S.51°41'41"W., A DISTANCE OF 110.08 FEET; THENCE S.04°51'22"E., A DISTANCE OF 151.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET; WHOSE RADIUS POINT BEARS N04°51'22"W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'43", A DISTANCE OF 15.00 FEET; THENCE N.04°51'22"W., A DISTANCE OF 141.55 FEET; THENCE S.51°41'41"W., A DISTANCE OF 50.00 FEET; THENCE N.82°30'53"W, A DISTANCE OF 85.25 FEET; THENCE N.13°50'42"W., A DISTANCE OF 201.39 FEET; THENCE N.64°19'55"E ALONG A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 3RD ADDITION AS RECORDED IN PLAT BOOK 33, PAGE 182 OF SAID PUBLIC RECORDS., A DISTANCE OF 154.79 FEET; THENCE N.65°10'46"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 228.19 FEET; THENCE N.80°28'04"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 107 AND 108 OF SAID PUBLIC RECORDS, A DISTANCE OF 232.07 FEET; THENCE N.69°40'38"E. ALONG SAID BOUNDARY LINE OF SAID BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION, A DISTANCE OF 135.81; THENCE N.49°41'43"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE, A DISTANCE OF 323.41 FEET; THENCE N.43°15'44"E. ALONG SAID SOUTHEASTERLY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION AND ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 31 THROUGH 32 OF SAID PUBLIC RECORDS, A DISTANCE OF 258.05 FEET; THENCE N.66°41'06"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 173.07 FEET; THENCE N.50°52'11"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 124.13 FEET; THENCE N.37°59'00"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 153.00 FEET; THENCE N.83°31'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 194.50 FEET; THENCE S.83°11'07"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 245.42 FEET; THENCE S.77°41'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 216.33 FEET; THENCE S.69°16'12"W. ALONG SAID BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION AND A BOUNDARY LINE OF THE RECREATION AREA (GOLF COURSE TRACT), PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGE 191, A DISTANCE OF 402.93 FEET; THE FOREGOING TEN COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID RECREATION AREA (GOLF COURSE TRACT); THENCE N.09°24'07"W., A DISTANCE OF 180.30 FEET; THENCE S.89°02'49"W., A DISTANCE OF 85.47 FEET; THENCE N.38°27'22"E., A DISTANCE OF 333.93 FEET; THENCE N.29°32'49"E, A DISTANCE OF 386.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 382.85 FEET; WHOSE RADIUS POINT BEARS N.14°05'38"E., THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'19", A DISTANCE OF 80.78 FEET; THENCE S.15°21'19"W., A DISTANCE OF 353.74 FEET; THENCE S.51°44'42"E., A DISTANCE OF 117.75 FEET; THENCE N.63°13'12"E., A DISTANCE OF 270.89 FEET; THENCE S.83°56'12"E., A DISTANCE OF 140.86 FEET; THENCE S.61°23'19"E., A DISTANCE OF 160.00 FEET; THENCE N.59°25'42"E. ALONG THE BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.43 FEET; THENCE N.74°13'08"E. ALONG SAID BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), A DISTANCE OF 191.47 FEET; THENCE N.12°17'49"E. ALONG SAID BOUNDARY LINE AND ALONG A BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 160.00 FEET; THENCE N.45°32'49"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 77.00 FEET; THENCE S.68°59'09"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.02 FEET; THENCE S.29°07'35"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.60 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 316.00 FEET; THENCE S.11°02'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 117.00 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 105.60 FEET; THENCE N.88°53'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 244.65 FEET; THENCE N.01°06'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 96.74 FEET; THENCE N.14°27'11"W. ALONG SAID

BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 662.67 FEET; THENCE N.47°07'31"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 352.62 FEET; THENCE S.86°54'49"W. ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT NO. 1, LUCERNE LAKES (PUD), A DISTANCE OF 794.00 FEET; THENCE N.79°50'42"W., ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 197.25 FEET TO THE SOUTHWEST CORNER OF THE GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD); THENCE ALONG THE WEST LINE OF SAID GOLF COURSE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N.00°57'11"W., A DISTANCE OF 145.00 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT GC-D; THENCE ALONG THE WEST AND NORTH LINES OF SAID TRACT GC-D THE FOLLOWING FOUR (4) COURSES AND DISTANCES: N.00°57'11"W., A DISTANCE OF 220.07 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 115°23'52"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 140.99 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 26°15'19"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 261.20 FEET; THENCE S.01°48'31"E., A DISTANCE OF 132.44 FEET TO THE SOUTHWEST CORNER OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 76 AND 77 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF THE AFOREMENTIONED PLAT THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N.87°41'17"E., A DISTANCE OF 232.02 FEET; THENCE N.80°59'05"E., A DISTANCE OF 255.66 FEET; THENCE S.89°35'48"E., A DISTANCE OF 295.91 FEET; THENCE N.86°37'34"E., A DISTANCE OF 240.13 FEET; THENCE N.87°44'49"E., A DISTANCE OF 282.08 FEET TO THE NORTHEAST CORNER OF SAID TRACT GC-D AND THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.80°01'42"W., A RADIAL DISTANCE OF 325.00 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT GC-D THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°01'07", A DISTANCE OF 51.16 FEET TO THE POINT OF TANGENCY; THENCE S.00°57'11"E., A DISTANCE OF 95.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT GC-D; THENCE N.38°52'10"W., A DISTANCE OF 178.74 FEET TO AN INTERSECTION WITH A LINE 3.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID SOUTH LINE OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S.87°44'49"W., A DISTANCE OF 176.13 FEET; THENCE S.86°37'34"W., A DISTANCE OF 240.20 FEET; THENCE N.89°35'48"W., A DISTANCE OF 295.77 FEET; THENCE S.80°59'05"W., A DISTANCE OF 255.59 FEET; THENCE S.87°41'17"W., A DISTANCE OF 232.23 FEET; THENCE S.89°02'09"W., A DISTANCE OF 150.67 FEET; THENCE S.60°00'00"W., A DISTANCE OF 191.14 FEET TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT GC-D; THENCE ALONG SAID EASTERLY PROLONGATION AND ALONG SAID SOUTH LINE, S.89°02'09"W., A DISTANCE OF 37.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D AND ALL OF TRACTS GC-E, WMT-3, WMT-4 AND WMT-5, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, AND A PORTION OF BLOCK 29, PALM BEACH

FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOLF COURSE TRACT E (GC-E) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THE FOREGOING COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID LUCERNE LAKES GOLF COURSE; THENCE S.01°10'09"E., A DISTANCE OF 416.34 FEET; THENCE N.89°33'08"W., A DISTANCE OF 1196.60; THENCE S.08°07'36"E., A DISTANCE OF 401.87 FEET; THENCE S.49°04'38"W., A DISTANCE OF 82.77 FEET; THENCE S.49°23'31"E., A DISTANCE OF 207.59 FEET; S.78°59'32"E., A DISTANCE OF 296.83 FEET; THENCE N.89°08'10"E., A DISTANCE OF 269.13 FEET; THENCE N.82°54'01"E., A DISTANCE OF 291.07 FEET; THENCE S.07°17'34"E., A DISTANCE OF 582.73 FEET; THENCE S.89°49'18"W., A DISTANCE OF 56.20 FEET; THENCE S.03°38'15"E., A DISTANCE OF 476.31 FEET; THENCE N.89°15'01"W., A DISTANCE OF 632.12 FEET; THENCE S.84°04'08"W., A DISTANCE OF 403.23 FEET; THENCE S.81°51'08"W., A DISTANCE OF 565.84 FEET; THENCE N.08°45'17"W., A DISTANCE OF 415.60 FEET; THENCE N.02°08'54"W., A DISTANCE OF 407.00 FEET; THENCE N.73°43'52"E., A DISTANCE OF 47.17 FEET; THENCE S.46°44'50"E., A DISTANCE OF 88.00 FEET; S.07°04'46"E., A DISTANCE OF 638.38 FEET; THENCE N.73°34'49"E., A DISTANCE OF 356.10 FEET; THENCE N.77°26'12"E., A DISTANCE OF 207.71 FEET; THENCE N.50°38'35"E., A DISTANCE OF 41.70 FEET; THENCE S.83°58'53"E., A DISTANCE OF 370.74 FEET; THENCE N.81°46'19"E., A DISTANCE OF 284.29 FEET; THENCE N.32°51'29"E., A DISTANCE OF 131.19 FEET; THENCE N.10°18'48"W., A DISTANCE OF 276.68 FEET; THENCE N.42°43'48"E., A DISTANCE OF 123.07 FEET; THENCE N.01°17'34"E., A DISTANCE OF 51.04 FEET; THENCE N.25°27'38"W., A DISTANCE OF 149.47 FEET; THENCE N.88°04'14"W., A DISTANCE OF 715.91 FEET; THENCE N.47°15'05"W., A DISTANCE OF 503.26 FEET; THENCE S.44°18'30"W., A DISTANCE OF 42.30 FEET; THENCE S.02°10'42"E., A DISTANCE OF 532.53 FEET; THENCE S.77°43'05"W., A DISTANCE OF 139.83 FEET; THENCE N.46°44'50"W., A DISTANCE OF 242.00 FEET; THENCE N.04°55'41"E., A DISTANCE OF 507.63 FEET; THENCE N.26°56'04"E., A DISTANCE OF 316.98 FEET; THENCE N.18°06'07"E., A DISTANCE OF 382.89 FEET; THENCE N.37°42'59"E., A DISTANCE OF 117.74 FEET TO THE NORTHEAST CORNER OF THE RECREATION AREA (TRACT "C"), SUNRISE OF PALM BEACH PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGES 88 AND 89 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE NORTH LINE OF SAID RECREATION AREA (TRACT "C"), S.89°02'09"W., A DISTANCE OF 233.48 FEET; THENCE LEAVING SAID NORTH LINE, THENCE N.60°00'00"E., A DISTANCE OF 252.95 FEET; THENCE N.89°02'09"E., A DISTANCE OF 89.69 FEET; THENCE N.87°41'17"E., A DISTANCE OF 237.86 FEET; THENCE N.80°59'05"E., A DISTANCE OF 253.68 FEET; THENCE S.89°35'48"E., A DISTANCE OF 291.82 FEET; THENCE N.86°58'36"E., A DISTANCE OF 242.06 FEET; THENCE N.87°44'49"E., A DISTANCE OF 110.21 FEET; THENCE S.38°52'10"E., A DISTANCE OF 214.93 FEET TO THE NORTH LINE OF SAID TRACT GC-E; THENCE ALONG SAID NORTH LINE, N.89°02'09"E., A DISTANCE OF 41.07 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATED IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,452,921 SQUARE FEET/79.2682 ACRES, MORE OR LESS.

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

Laura Archer  
Forest Oaks CDD  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

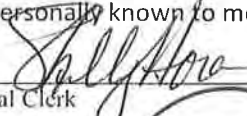
STATE OF WISCONSIN, COUNTY OF BROWN


Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Govt Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

12/26/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/26/2024

  
\_\_\_\_\_  
Legal Clerk

  
\_\_\_\_\_  
Notary, State of WI, County of Brown  
10-25-26

My commission expires

Publication Cost: \$205.94  
Tax Amount: \$0.00  
Payment Cost: \$205.94  
Order No: 10880226 # of Copies:  
Customer No: 1453390 1  
PO #: Rule Development

**THIS IS NOT AN INVOICE!**  
*Please do not use this form for payment remittance*

**RYAN SPELLER**  
Notary Public  
State of Wisconsin

## NOTICE OF RULE DEVELOPMENT BY THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

In accord with Chapters 120 and 190, *Florida Statutes*, the Forest Oaks Community Development District ("District") hereby gives notice of its intention to develop Rules of Procedure to govern the operations of the District.

The Rules of Procedure will address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, policies, public meetings, hearings and workshops, rulemaking proceedings and competitive purchase including procedure under the Consultants Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, pre-qualification, construction contracts, goods, supplies and materials, maintenance services, contractual services and protests with respect to proceedings, as well as any other area of the general operation of the District.

The purpose and effect of the Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. The legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, *Florida Statutes* (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, *Florida Statutes* (2022).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, at Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410, 561-630-4922. Michael McElligott, District Manager  
FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
www.forestoakscdd.org  
10880226 12/26/24



# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## AFFIDAVIT OF PUBLICATION

Laura Archer  
Laura Archer  
Forest Oaks CDD  
2501 Burns RD # A  
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Coordinator of the Palm Beach Post, published in Palm Beach County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Palm Beach County, Florida, or in a newspaper by print in the issues of, on:

12/27/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 12/27/2024

Legal Clerk

Notary, State of Wisconsin of Brown

10-25-26

My commission expires

Publication Cost: \$344.99  
Tax Amount: \$0.00  
Payment Cost: \$344.99  
Order No: 10880159 # of Copies: 1  
Customer No: 1453390  
PO #:

**THIS IS NOT AN INVOICE!**

Please do not use this form for payment remittance.

RYAN SPELLER  
Notary Public  
State of Wisconsin

NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
A public hearing will be conducted by the Board of Supervisors of the Forest Oaks Community Development District ("District") on January 24, 2025, at 10:00 a.m. at the offices of Mollamy Homes Palm Beach, LLC located at 5200 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426.  
In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in The Palm Beach Post on December 26, 2024.  
The Rules of Procedure may address such areas as the Board of Supervisors, officers and voting, district offices, public information and inspection of records, public meetings, hearings and resolutions, rulemaking proceedings and competitive purchase including procedure under the Competitive Negotiation Act, procedure regarding auditor selection, purchase of insurance, re-evaluation, construction contracts, goods, supplies and materials, maintenance services, contracted services and projects with respect to proceeding, as well as any other areas of the general operation of the District.  
Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(5), and 190.035, Florida Statutes (2021). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.06, 112.31(3), 112.314(4), 112.314, 119.07, 119.0701, 149.035, 182.06(2)(b)(1), 182.06, 190.207, 190.008, 190.011(3), 190.011(4), 190.011(5), 190.035, 190.035, 216.33, 218.29, 235.03, 235.031, 235.032, 235.20, 246.0105, 246.011, 246.011E, 246.014, 287.017, 287.053 and 287.05A, Florida Statutes (2021).  
A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at Special District Services, 2501A Burns Road, Palm Beach Gardens, Florida 33410, 561-430-2727.  
Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.54(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.  
This public hearing may be continued to a date, time, and place to be ascertained on the record of the hearing without additional notice. If anyone chooses to object any decision of the board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such object is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations of this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-355-8771 or 1-800-455-8779 for aid in contacting the District Office.  
Michael McElliott, District Manager  
FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT  
www.forestoakscdd.org  
December 27, 2025 10880159

**RESOLUTION 2025-03**

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

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST OAKS 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, 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 24<sup>th</sup> day of January, 2025.

**ATTEST:**

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Rules of Procedure

**EXHIBIT A:**  
RULES OF PROCEDURE

**RULES OF PROCEDURE  
FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF JANUARY 24, 2025**

**TABLE OF CONTENTS**

Rule 1.0	General.....	2
Rule 1.1	Board of Supervisors; Officers and Voting. ....	3
Rule 1.2	District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ....	7
Rule 1.3	Public Meetings, Hearings, and Workshops. ....	10
Rule 1.4	Internal Controls to Prevent Fraud, Waste and Abuse.....	15
Rule 2.0	Rulemaking Proceedings.....	16
Rule 3.0	Competitive Purchase.....	22
Rule 3.1	Procedure Under the Consultants' Competitive Negotiations Act.....	26
Rule 3.2	Procedure Regarding Auditor Selection. ....	30
Rule 3.3	Purchase of Insurance. ....	35
Rule 3.4	Pre-qualification.....	37
Rule 3.5	Construction Contracts, Not Design-Build.....	42
Rule 3.6	Construction Contracts, Design-Build.....	45
Rule 3.7	Payment and Performance Bonds. ....	51
Rule 3.8	Goods, Supplies, and Materials. ....	52
Rule 3.9	Maintenance Services. ....	56
Rule 3.10	Contractual Services. ....	59
Rule 3.11	Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.....	60
Rule 4.0	Effective Date.....	63

**Rule 1.0      General.**

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

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

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

**Rule 1.1 Board of Supervisors; Officers and Voting.**

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

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

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

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

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



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

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

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

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** §§ 112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

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

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

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

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

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

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

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

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provided in Chapter 50, Florida Statutes, and such notice published consistent with Chapter 50 shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 630-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."
  - (f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

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

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



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

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

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

**Law Implemented:** §§ 50.011, 50.031, 189.015, 189.069(2)(a)15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

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

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

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

**Rule 2.0 Rulemaking Proceedings.**

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

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

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

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

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

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

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

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

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

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

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



**Rule 3.0 Competitive Purchase.**

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

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

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

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

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

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

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

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

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

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

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall

appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
  - (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive

qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

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

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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



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

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

- (1) Definitions.
  - (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.
- (2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.
- (3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
  - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

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

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

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

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

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

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

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

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

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



**Rule 3.3 Purchase of Insurance.**

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

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

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

**Specific Authority:** §§ 190.011(5), 190.011(15), Fla. Stat.  
**Law Implemented:** § 112.08, Fla. Stat.

**Rule 3.4 Pre-qualification**

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



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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

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

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

- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

(2) Procedure.

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

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

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

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

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

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

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

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

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

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

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

**Rule 3.7 Payment and Performance Bonds.**

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

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

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

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

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

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

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

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

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



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
  - (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has

undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
  - (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
  - (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.  
**Law Implemented:** §§ 119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
  
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

**Rule 3.11     Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1)     Filing.

- (a)     With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)     Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)     If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
  - (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
  - (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
    - (a) Administer oaths and affirmations;
    - (b) Rule upon offers of proof and receive relevant evidence;
    - (c) Regulate the course of the hearing, including any pre-hearing matters;
    - (d) Enter orders; and



- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

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

**Rule 4.0      Effective Date.**

These Rules shall be effective January 24, 2025 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

1425 W Cypress Creek Road, Suite 101 • Fort Lauderdale, FL 33309 • Phone 954-776-1616

### RECORD OF TRANSMITTAL

DATE: January 9, 2025  
 TO: Michael McElligott  
Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

PROJECT NO. RFQ  
 RE: Forest Oaks Community Development District  
Engineering Services

WE ARE SENDING YOU  Attached  Hand Delivered

Prints  Plans  Copy  Flash Drive

No.	DATE	No. of Pages	DESCRIPTION
1	1/8/2025	28	1 Electronic Copy on a Flash Drive of Standard Form No. 330 and Qualification Statement for KCI Technologies, Inc.


THESE ARE TRANSMITTED as checked below:

For approval  Approved as submitted  Resubmitted \_\_\_\_\_ copies for approval  
 As requested  Returned for correction  Return \_\_\_\_\_ corrected prints

REMARKS: \_\_\_\_\_

COPY TO: File: \_\_\_\_\_

SIGNED: \_\_\_\_\_

  
**Robert Zuccaro, P.E., ENV SP**  
**Senior Project Manager**

RECEIVED BY: \_\_\_\_\_

# Forest Oaks Community Development District Engineering Services



**CONTACT**  
Robert Zuccaro, PE, ENV SP  
robert.zuccaro@kci.com  
(954) 776-1616

1425 W. Cypress Creek Road  
Suite 101  
Fort Lauderdale, FL. 33309

January 10, 2025

### Forest Oaks Community Development District

Michael McElligott  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

Re: Request for Proposals for Engineering Services

KCI Technologies, Inc. (KCI) has provided engineering services for many Community Development Districts (CDDs) for over 25 years. From this position, KCI is familiar with the layout and infrastructure systems servicing CDDs. KCI is a premier, full-service engineering and consulting company. We offer multi-disciplinary expertise in the fields of engineering, land surveying, landscape architecture, planning, structural, marina, and environmental services.

The depth and breadth of our technical knowledge and functional expertise are genuinely unique. Our practical understanding of regulatory requirements and diverse project experience have been developed over decades as a market leader in the industry. We take great pride in the fact that our work has influenced, shaped, and redefined the landscape of Florida.

#### Understanding of the Scope of Work

Successful delivery for this continuing service contract requires a team with the knowledge and experience to address any CDD request, meet all expectations, and reach successful completion under any schedule, including multiple/concurrent assignments. KCI has this knowledge and is uniquely qualified to fulfill this contract. We have contributed to a wide range of projects throughout the state of Florida and are sensitive to the needs of CDDs like Forest Oaks CDD (District).

#### Our Commitment to the District

Community Development Districts are unique in their composition and requirements to fulfill the needs of their residents and stakeholders. KCI has been serving as the District Engineer for several years in Turtle Run CDD (30+ years), located in Coral Springs, FL; Coral Bay CDD (14+ years), located in Margate, FL; Cypress Cove CDD, located in Margate, FL; and Sabal Palm CDD, located in Tamarac, FL.

#### Management Team to Efficiently Execute Work Orders

We have assembled a team of highly skilled and experienced professionals ready to execute any assignments that the Forest Oaks Community Development District (CDD) has planned or envisioned. The team will be led by Robert Zuccaro, PE, who will serve as your Contract/Project Manager. As a resident of Boca Raton, he will be your primary contact for all ongoing service projects. Supporting him are other key task managers who also reside near the District, and they will lead efforts in their respective disciplines and areas of expertise. All work will be carried out from our Fort Lauderdale office.

We believe we are uniquely qualified for this project and welcome the District to take advantage of our talents and experience.

Sincerely,



Bruce Reed, RLA  
Vice President

## Why KCI?

### • QUICK/LOCAL RESPONSE TEAM.

KCI takes pride in commissioning our team to service our Palm Beach County clients from our local office for immediate responses to their needs. With KCI, the Forest Oaks CDD will have access to a strong team of more than 50 professionals who possess an in-depth understanding of the local infrastructure and local jurisdictional agencies and are extremely dedicated to arriving at effective solutions that will further transform our communities.

### • KCI HAS EXTENSIVE KNOWLEDGE AND EXPERIENCE.

KCI possesses an extensive knowledge base and years of experience that make us well-suited to assist the Forest Oaks CDD in anticipating and addressing issues before they occur, which in turn helps mitigate scheduling delays. Our team has collaborated with CDDs for over 25 years, gaining valuable insight into CDD's layout and infrastructure systems.

### • BUILDING ON TRUSTED RELATIONSHIPS AND STRONG TEAM LEADERS.

The success of any project heavily depends on trusted relationships and strong leadership. Mr. Robert Zuccaro, PE, will lead this contract and has more than four decades of experience. His extensive knowledge and experience leading these types of contracts will provide the Forest Oaks CDD with a commitment to quality, active leadership, and engagement.

 1425 W. Cypress Creek Road,  
Suite 101  
Fort Lauderdale, FL 33309



# ARCHITECT - ENGINEER QUALIFICATIONS



## PART II - CONTRACT - SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Request for Qualifications for Engineering Services for the Forest Oaks Community Development District, Palm Beach County, Florida

2. PUBLIC NOTICE DATE

November 20, 2024

3. SOLICITATION OR PROJECT NUMBER

N/A

### B. ARCHITECT - ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Robert Zuccaro, PE, ENV SP, Senior Project Manager

5. NAME OF FIRM

**KCI Technologies, Inc.**

6. TELEPHONE NUMBER

(954) 776-1616

7. FAX NUMBER

N/A

8. EMAIL ADDRESS

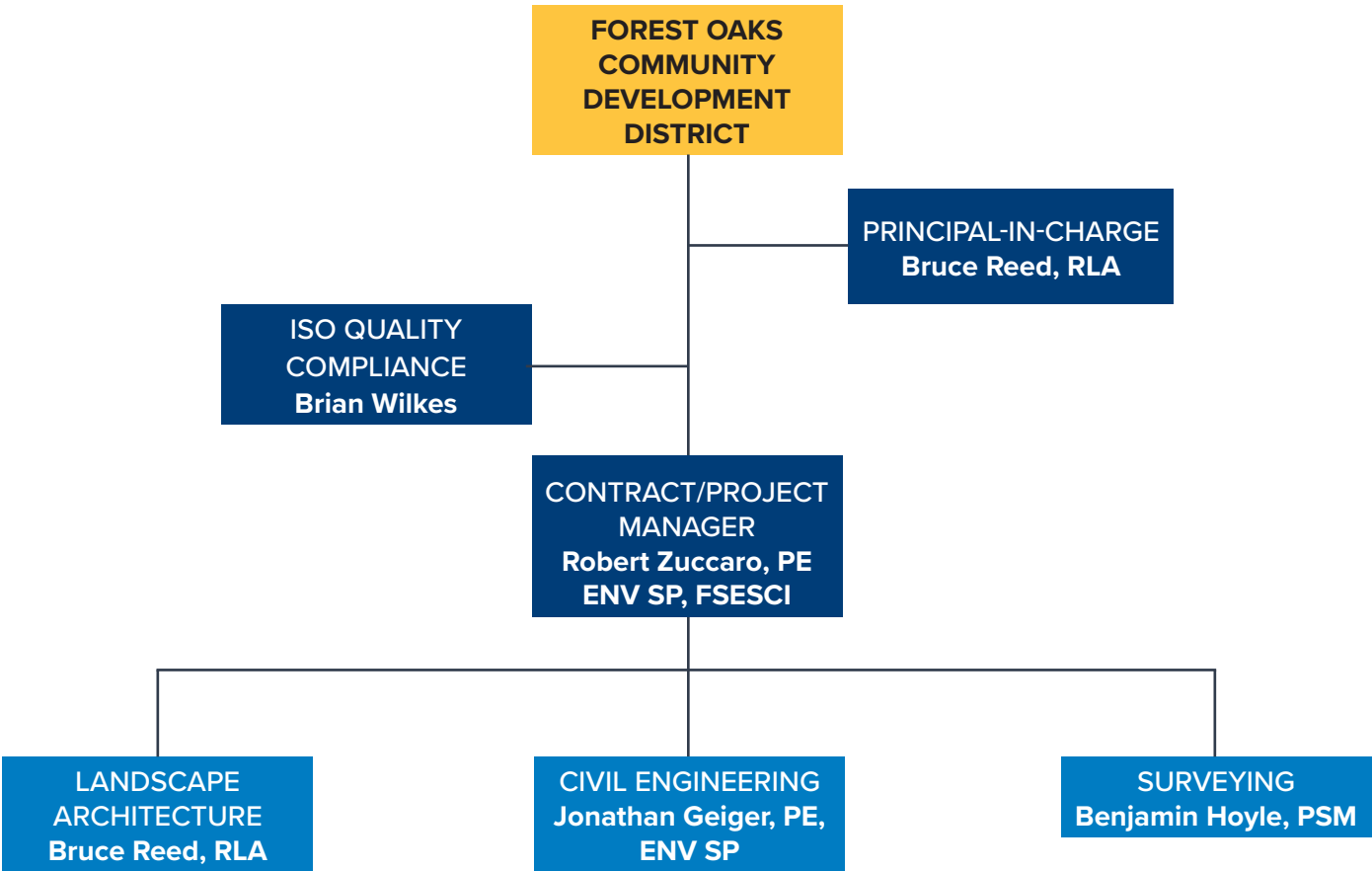
robert.zuccaro@kci.com

### 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.	X			<b>KCI Technologies, Inc.</b> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	1425 W. Cypress Creek Road, Suite 101 Fort Lauderdale, FL. 33309	Civil Engineering Landscape Architecture Surveying
b.	X			<b>KCI Technologies, Inc.</b> <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	4041 Crescent Park Dr., Tampa, FL 33578	Civil Engineering Structural Engineering
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Robert Zuccaro, PE, ENV SP, FSESCI</b>		13. ROLE IN THIS CONTRACT Contract/Project Manager		14. YEARS EXPERIENCE	
				a. TOTAL 43 years	b. WITH CURRENT FIRM 9 years
15. FIRM NAME AND LOCATION (City and State) KCI Technologies, Inc. (Fort Lauderdale, Florida)					
16. EDUCATION (Degree and Specialization) BS / Civil Engineering / Clarkson University			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) PE / FL / 17931 / 1998, Aegion Cured-in-Place Solutions Certificate, Envision Sustainability Professional (ENV SP), FDEP/FSESCI Stormwater Erosion & Sed Ctrl Insp, OSHA HAZWOPER 40-Hour Course, OSHA HAZWOPER 8-Hour Refresher Course, Project Manager Certification		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION
a.	Turtle Run Civil Engineering, Turtle Run Community Development District, Coral Springs, FL	In-Progress	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. KCI has served as District Engineer for the Turtle Run Community Development District (TRCDD) for more than 30 years. In the capacity of District Engineer, KCI attends all board meetings and coordinates closely with the District management team, board members, and council on a variety of projects within the District. KCI reviews engineering permit plans submitted for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects. Mr. Zuccaro is the current project manager on this contract.		<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM
b.	Cypress Cove CDD, Cypress Cove Community Development District, Margate, FL	In-Progress	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. KCI has been serving as the District Engineer for the Cypress Cove Community Development District (CCDD) since 2020. As the District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the District. KCI reviews engineering permit plans for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.		<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM
c.	Coral Bay CDD, Coral Bay Community Development District, Margate, FL	In-Progress	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. As of 2010, KCI has provided professional engineering services on a continuing basis for the Coral Bay Community Development District (CBCDD) located in Margate, Florida. As District engineer, KCI provides general engineering services and performs engineering, surveying, planning, landscape architecture, environmental management, and permitting for the community. The CBCDD manages and maintains Coral Bay's streets, sidewalks, landscaping, parks, pools, playground, lakes, and canals for 997 residences and eight Homeowner Associations in the 236-acre community, including 71 acres of water management tracts and a 69-acre lake. Sidewalk improvements were necessary due to upheaval attributed to extensive tree root intrusion. KCI monitors the surface water management system for the community consisting of 122 catch basins and 20 headwalls communitywide under seven different SWM applications and combined all applications under one master permit. With certification of the system and renewals in place, the permit ownership was transferred to the CBCDD as operational.		<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM
d.	Commerce Center of Coconut Creek Master Drainage Improvements and SWM Modeling, Coconut Creek, FL	2018	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE KCI analyzed the overall master drainage system as part of an SWM License Modification Mr. Zuccaro was required to analyze the overall master drainage system as part of an SWM License Modification.		<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Brian Wilkes</b>		13. ROLE IN THIS CONTRACT ISO Quality Compliance		14. YEARS EXPERIENCE	
				a. TOTAL 25 years	b. WITH CURRENT FIRM 1 year
15. FIRM NAME AND LOCATION (City and State) KCI Technologies, Inc. (Tampa, Florida)					
16. EDUCATION (Degree and Specialization) BS / Civil Engineering / Florida State University			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>TSR Community Development District, Starkey Ranch, Pasco County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Prior to coming to KCI, Mr. Wilkes represented the District Engineer for TSR Community Development District (TSR CDD). The TSR CDD encompasses approximately 1,000 acres known as the Starkey Ranch development in Pasco County, FL, which is regularly ranked as a Top 50 master planned community in the US and Top 10 in Florida. As the District Engineer’s representative, Mr. Wilkes attended all board meetings and coordinated closely with the District management team, board members, and council on a variety of issues and projects within the district; was responsible for the inspection and reporting on the District facilities; reviewed requisitions; and prepared Engineer’s Reports for the District.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
b.	(1) TITLE AND LOCATION (City and State) <b>Palmetto Ridge Community Development District, Pasco County, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Prior to coming to KCI, Mr. Wilkes worked in the capacity of District Engineer for the startup of Palmetto Ridge CDD, encompassing approximately 1,500 acres consisting of 2,500 residential units. Mr. Wilkes provided engineering consulting to the District for its Petition to Establish, including engineering and development-related mapping and proposed facilities estimated costs.	<input type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
c.	(1) TITLE AND LOCATION (City and State) <b>Cypress Cove CDD 2023, Cypress Cove Community Development District, Sunrise, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. KCI has been serving as the District Engineer for the Cypress Cove Community Development District (CCDD) since 2020. As the District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the District. KCI reviews engineering permit plans for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
d.	(1) TITLE AND LOCATION (City and State) <b>Loxahatchee Environmental Engagement Campus, Loxahatchee River Environmental Control District, Jupiter, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. KCI provided master site planning services to the Loxahatchee River Environmental Control District (LRECD) for this 20-acre site. KCI performed site analysis and inventory, created concept designs and budgeting, and worked with LRECD to realize a master plan capturing their vision. The master plan for the Environmental Engagement Campus showcases the function of the LRECD within the unique local environment, including the Loxahatchee River, and the stewardship of which is the focus of LRECD’s mission.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Bruce Reed, RLA</b>		13. ROLE IN THIS CONTRACT Principal-In-Charge   QA/QC Manager		14. YEARS EXPERIENCE	
				a. TOTAL 37 years	b. WITH CURRENT FIRM 30 years
15. FIRM NAME AND LOCATION (City and State) KCI Technologies, Inc. (Fort Lauderdale, Florida)					
16. EDUCATION (Degree and Specialization) BS / Landscape Architecture / University of Florida			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) RLA / FL / LA0001479 / 1993		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) ASLA - Member					

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>Turtle Run Civil Engineering, Turtle Run Community Development District, Coral Springs, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge. KCI has served as District Engineer for the Turtle Run Community Development District (TRCDD) for more than 30 years. In the capacity of District Engineer, KCI attends all board meetings and coordinates closely with the District management team, board members, and council on a variety of projects within the District. KCI reviews engineering permit plans submitted for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
b.	(1) TITLE AND LOCATION (City and State) <b>Cypress Cove CDD 2023, Cypress Cove Community Development District, Sunrise, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge. KCI has been serving as the District Engineer for the Cypress Cove Community Development District (CCDD) since 2020. As the District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the District. KCI reviews engineering permit plans for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
c.	(1) TITLE AND LOCATION (City and State) <b>Loxahatchee Environmental Engagement Campus, Loxahatchee River Environmental Control District, Jupiter, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge. KCI provided master site planning services to the Loxahatchee River Environmental Control District (LRECD) for this 20-acre site. KCI performed site analysis and inventory, created concept designs and budgeting, and worked with LRECD to realize a master plan capturing their vision. The master plan for the Environmental Engagement Campus showcases the function of the LRECD within the unique local environment, including the Loxahatchee River, and the stewardship of which is the focus of LRECD's mission.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
d.	(1) TITLE AND LOCATION (City and State) <b>Hillsboro El Rio Park, Phase II, City of Boca Raton, Boca Raton, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Principal-in-Charge. KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The Park features include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Due to the site's historical and past uses as a landfill, redevelopment required stormwater permitting through FDEP. ICPR Version 4 was used to model the Master Drainage System. Stormwater permitting submittals through FDEP were required, as was coordination with ACOE for wetland determination.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Jonathan Geiger, PE, ENV SP</b>		13. ROLE IN THIS CONTRACT Project Engineer		14. YEARS EXPERIENCE	
				a. TOTAL 9 years	b. WITH CURRENT FIRM 7 years
15. FIRM NAME AND LOCATION (City and State) KCI Technologies, Inc. (Fort Lauderdale, Florida)					
16. EDUCATION (Degree and Specialization) BS / Civil Engineering / University of Central Florida			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) PE / FL / 99811, Envision Sustainability Professional (ENV SP)		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>Turtle Run Civil Engineering, Turtle Run Community Development District, Coral Springs, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. KCI has served as District Engineer for the Turtle Run Community Development District (TRCDD) for more than 30 years. In the capacity of District Engineer, KCI attends all board meetings and coordinates closely with the District management team, board members, and council on a variety of projects within the District. KCI reviews engineering permit plans submitted for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects. Mr. Geiger has prepared design and construction plans for roadway, site amenities, and beautification improvements within the District. He has also provided support in bidding and negotiation, construction management, construction observation and inspection services for various District projects.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
b.	(1) TITLE AND LOCATION (City and State) <b>Cypress Cove CDD 2023, Cypress Cove Community Development District, Sunrise, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. KCI has been serving as the District Engineer for the Cypress Cove Community Development District (CCDD) since 2020. As the District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the District. KCI reviews engineering permit plans for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
c.	(1) TITLE AND LOCATION (City and State) <b>Coral Bay Development District, Coral Bay Community Improvement District, Margate, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. . As of 2010, KCI has provided professional engineering services on a continuing basis for the Coral Bay Community Development District (CBCDD) located in Margate, Florida. As District engineer, KCI provides general engineering services and performs engineering, surveying, planning, landscape architecture, environmental management, and permitting for the community. The CBCDD manages and maintains Coral Bay's streets, sidewalks, landscaping, parks, pools, playground, lakes, and canals for 997 residences and eight Homeowner Associations in the 236-acre community, including 71 acres of water management tracts and a 69-acre lake. Sidewalk improvements were necessary due to upheaval attributed to extensive tree root intrusion. KCI monitors the surface water management system for the community consisting of 122 catch basins and 20 headwalls communitywide under seven different SWM applications and combined all applications under one master permit. With certification of the system and renewals in place, the permit ownership was transferred to the CBCDD as operational.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
d.	(1) TITLE AND LOCATION (City and State) <b>Victoria Park 'A' (North) Small Water Main Improvements, City of Fort Lauderdale, Fort Lauderdale, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>2019</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Engineer. Mr. Geiger provided construction administrative services that included attending bi-weekly progress meetings, responding to RFIs, and was responsible for certifying the constructed systems with FDEP.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>Benjamin Hoyle, PSM</b>		13. ROLE IN THIS CONTRACT Survey Manager		14. YEARS EXPERIENCE	
				a. TOTAL 24 years	b. WITH CURRENT FIRM 16 years
15. FIRM NAME AND LOCATION (City and State) KCI Technologies, Inc. (Fort Lauderdale, Florida)					
16. EDUCATION (Degree and Specialization) BS / Engineering Technology / University of Central Florida			17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) PSM / FL / LS6769 / 2009, CSXT Roadway Worker Protection Contractor Safety, Fall Protection in Construction, First Aid Trained, Monitoring of Traffic Safety, OSHA 30-Hour Training		
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>Turtle Run Civil Engineering, Turtle Run Community Development District, Coral Springs, FL.</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Surveyor. KCI has served as District Engineer for the Turtle Run Community Development District (TRCDD) for more than 30 years. In the capacity of District Engineer, KCI attends all board meetings and coordinates closely with the District management team, board members, and council on a variety of projects within the District. KCI reviews engineering permit plans submitted for compliance with District criteria and best engineering practices and techniques. In addition, KCI also provides surveying, landscape architecture, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects. Mr. Hoyle serves as the project manager on this contract. Services have included boundary surveys, topographic surveys, ALTA/ NSPS land title surveys, ownership, and encumbrances report reviews, title search reviews, design surveys for engineering plans and design, field staking, the preparation of an easement atlas, the creation of a light pole exhibit and survey, boundary verification for individual properties, and survey review and analysis.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
b.	(1) TITLE AND LOCATION (City and State) <b>Cypress Cove CDD Engineering Services, Cypress Cove Community Development District, Margate, FL.</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Surveyor. As part of an ongoing continuing engineering services contract, KCI performed on site walk through and provide an inventory of the condition of the existing pavement and above ground drainage structures and develop a photo log of deficiencies that may require corrective measures. KCI also prepared an expanded engineer's report to address three (3) main components: (a) Revised pre-cast wall feasibility study to include Rock Island Rd., Royal Palm Blvd. and NW 73 Ave., in addition to NW 18 Street, (b) Pavement and Drainage Assessment and Recommendations (stated above), and (c) Front and Rear Entrance Gates Feasibility Study. The Study also showed an Opinion of Probable costs for the CDD's Tree Canopy replacement. Lastly, KCI was charged with creating the renewal package for the Surface Water Management License.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	
c.	(1) TITLE AND LOCATION (City and State) <b>Coral Bay Development District, Coral Bay Community Improvement District, Margate, FL.</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES <b>In-Progress</b>	CONSTRUCTION <b>N/A</b>
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Surveyor. As of 2010, KCI has provided professional engineering services on a continuing basis for the Coral Bay Community Development District (CBCDD) located in Margate, Florida. As district engineer, KCI provides general engineering services and performs engineering, surveying, planning, landscape, environmental management, and permitting for the community. The CBCDD manages and maintains Coral Bay's streets, sidewalks, landscaping, parks, pools, playground, lakes, and canals for 997 residences and eight Homeowner Associations in the 236-acre community, including 71 acres of water management tracts and a 69-acre lake. Sidewalk improvements were necessary due to upheaval attributed to extensive tree root intrusion. KCI monitors the surface water management system for the community consisting of 122 catch basins and 20 headwalls communitywide under seven different SWM applications and recently combined all applications under one master permit. With the certification of the system and renewals in place, the permitted ownership was transferred to the CBCDD as operational.	<input checked="" type="checkbox"/> CHECK IF PROJECT PERFORMED WITH CURRENT FIRM	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>1</b>

21. TITLE AND LOCATION (City and State)  <b>Turtle Run Civil Engineering (Coral Springs, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Turtle Run Community Development District	b. POINT OF CONTACT NAME Julio Padilla	c. POINT OF CONTACT TELEPHONE NUMBER (954) 721-8681 (Ext. 213)
---	---	---

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

KCI has served as District Engineer for the Turtle Run Community Development District (TRCDD) for over 30 years. In the capacity of District Engineer, KCI attends all board meetings and coordinates closely with the District management team, board members, and council on various projects within the district.

KCI reviews engineering permit plans submitted for compliance with District criteria and best engineering practices and techniques. In addition, KCI has also provides surveying, design, permitting, bidding and negotiation, construction management, and inspection services for various District projects.

Some of the notable projects that our firm has worked on for TRCDD include:

- Turtle Run Boulevard Roundabout - The Project included a roundabout with a decorative fountain feature, associated roadway improvements for the roundabout design, drainage modifications, and pedestrian brick paver walkways.
- Turtle Run Boulevard Paver Improvements - The Project included the construction of brick pavers on a portion of Turtle Run Boulevard.
- Creekside Drive and NW 41st Drive - The Project included the removal of a median turn lane, median widening for landscaping and associated curbing pavement marking, and signage improvements.
- Creekside Drive and Turtle Creek Drive - The Project included the removal of a median turn lane, median widening for landscaping and associated curbing, pavement marking, and signage improvements.

**Fees: \$1,083,833.34 (to date)**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME KCI Technologies, Inc.	2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
----	---	--	-------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>2</b>

21. TITLE AND LOCATION (City and State)  <b>Coral Bay Community Development District (Margate, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Coral Bay Community Development District</b>	b. POINT OF CONTACT NAME <b>Julio Padilla</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(954) 721-8681 (Ext. 213)</b>
---	--	--

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

As of 2010, KCI has provided professional engineering services on a continuing basis for the Coral Bay Community Development District (CBCDD) located in Margate, Florida. As District engineer, KCI provides general engineering services and performs engineering, surveying, planning, landscape, environmental management, and permitting for the community. The CBCDD manages and maintains Coral Bay's streets, sidewalks, landscaping, parks, pools, playground, lakes, and canals for 997 residences and eight Homeowner Associations in the 236-acre community, including 71 acres of water management tracts and a 69-acre lake. Sidewalk improvements were necessary due to upheaval attributed to extensive tree root intrusion. KCI monitors the surface water management system for the community consisting of 122 catch basins and 20 headwalls communitywide under seven different SWM applications and recently combined all applications under one master permit. With certification of the system and renewals in place, the permit ownership was transferred to the CBCDD as operational.

**Fees: \$347,659.50 (to date)**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>KCI Technologies, Inc.</b>	2) FIRM LOCATION (City and State) <b>Fort Lauderdale, FL</b>	(3) ROLE <b>Prime</b>
----	--	---	--------------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>3</b>

21. TITLE AND LOCATION (City and State)  <b>Cypress Cove CDD (Margate, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES In-Progress	CONSTRUCTION N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER Cypress Cove Community Development District	b. POINT OF CONTACT NAME Julio Padilla	c. POINT OF CONTACT TELEPHONE NUMBER (954) 721-8681 (Ext. 213)
---	---	---

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

KCI has been serving as the District Engineer for the Cypress Cove Community Development District (CCCDD) since 2020. As the District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the district.

KCI reviews engineering permit plans for compliance with District criteria and best engineering practices and techniques. In addition, KCI provides landscape architecture, surveying, design, permitting, bidding and negotiation, construction management, and inspection services for various district projects.

Some of the notable projects that our firm has worked on for CCCDD include the 2023 Capital Improvement "Bond" project with District improvements, including roadway and drainage improvements, NW 18th Street Fence and Landscaping Perimeter Improvements, and main and secondary entrance gate improvements.

**Fees: \$245,757.00 (to date)**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME KCI Technologies, Inc.	2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
----	---	--	-------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>4</b>

21. TITLE AND LOCATION (City and State)  <b>Sabal Palm CDD Professional Engineering Services</b> (Tamarac, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES  In-Progress	CONSTRUCTION  N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Sabal Palm Community Development District</b>	b. POINT OF CONTACT NAME <b>Andrew Gill</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(954) 721-8681 (Ext. 226)</b>
--	--	--

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

KCI has provided continuing engineering services and has been the District Engineer for Sabal Palm CDD since November 2021. As District Engineer, KCI attends all board meetings and closely coordinates with the District management team, board members, and council on various projects within the District. The District is comprised of three major developments, totaling 142.41 acres: Sabal Palm North (Central Parc), Sabal Palm South (Manor Parc), and Palm Cove (Hidden Trails).

- Some projects that KCI has been involved:
- Urgent response to the City of Tamarac Code Enforcement Courtesy Violation related to stormwater ponding along the rear property lines of 13 single-family residents along NW 46th Lane. KCI provided an assessment of remediation quotes from three contractors. KCI prepared design plans and bid documents for potential contractors to implement remediation measures within the limited workable corridor at the rear of the properties.
  - Sabal Palm North - KCI performed the Broward County Surface Water Management (SWM) five-year license renewal inspections, report, and recertification.
  - 20-Year Stormwater Needs Analysis – KCI prepared one through four of an eight-part response document required by Section 5 of Section 403.9302 Florida Statutes, to be updated every five years identifying maintenance future expansion of the CDD's stormwater improvements.
  - Various small ponding projects requiring site inspection and recommended remediation.
  - Preparation of an Annual Engineers Report addressing the condition of all the infrastructure systems.
  - Preparation of the 2014, 2016, and 2017 Series Bonds Engineers Certification required by the financial lenders to ascertain that the required projects have been completed and an accounting of bond funds that may still be available.

**Fees: \$50,000.00 (to date)**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>KCI Technologies, Inc.</b>	(2) FIRM LOCATION (City and State) <b>Fort Lauderdale, FL</b>	(3) ROLE <b>Prime</b>
---	--	--------------------------



<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>5</b>

21. TITLE AND LOCATION (City and State)  <b>Hillsboro El Rio Park, Phase II (Boca Raton, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>2017 - 2020</b>	CONSTRUCTION <b>2022</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>City of Boca Raton</b>	b. POINT OF CONTACT NAME <b>Mike Dyko</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>(561) 416-3413</b>
---	--	---

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

KCI provided professional landscape architecture, engineering, survey, and environmental services to the City of Boca Raton for the design and site plan approval of a 17-acre park. The park was built on an abandoned landfill adjacent to a wetland, requiring significant additional permitting and geotechnical involvement. The park features include entry signage, a grand pavilion and restroom, large and small pavilions with grills, a fitness path, large passive recreation areas, a non-motorized boat launch, sport courts, a large playground, shade structures, and a fitness station. Native plantings were used to anchor the park features, provide shade and interest, screen the adjacent railway, and buffer the adjacent mangrove wetland. A pedestrian midblock crossing connects the north and south portions of the park on opposite sides of SW 18th Street. The crossing provides a median refuge and utilizes a pedestrian actuated beacon system. Landscape post-design services and inspection included new landscape, hardscape and irrigation.

KCI provided complete site civil design, permitting, bidding, and construction phase services for drainage, water and sewer systems to serve the various park amenities.

**Fees: \$604,000.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>KCI Technologies, Inc.</b>	2) FIRM LOCATION (City and State) <b>Fort Lauderdale, FL</b>	(3) ROLE <b>Prime</b>
----	--	---	--------------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>6</b>

21. TITLE AND LOCATION (City and State)  <b>Victoria Park 'A' (North) Small Water Main Improvements</b> (Fort Lauderdale, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES  2015 - 2019	CONSTRUCTION  N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Fort Lauderdale	b. POINT OF CONTACT NAME Jorge Holguin, PE	c. POINT OF CONTACT TELEPHONE NUMBER (954) 828-5675
---	---	--

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

Under the existing Continuing Contract for Civil Engineering Services awarded in 2012, KCI was engaged to assume the role of design Engineer of Record (EOR) for the City's Victoria Park 'A' (North) Small Water Main Improvements Project.

The project included the installation of approximately 24,000 linear feet of eight-inch water main to replace aging, existing two-inch water mains within the City's residential neighborhoods (north of NE 6th Street between NE 7th and NE 20th Avenues in Fort Lauderdale).

KCI reviewed design documents for alignment, profile, service and hydrant connections, conflicts, existing utilities, and sufficiency of details. KCI addressed permitting for the updated plans, prepared specifications, prepared an Opinion of Probable Cost and assisted the City with the bidding process. KCI provided construction phase services for the anticipated several phases of construction due to the size of the project and to minimize residential disruption. These phases resulted in the several clearance package submittals and approvals by FDEP for placement into active service by KCI's professional engineer, including the final certification of the water main system, as well as the entire pavement restoration and pavement marking and signage upon completion of construction.

Victoria Park B was combined with Victoria Park A for bidding and awarded as a single project. The combined total of new water main was 53,000 linear feet. It was bid as an open cut installation with alternate of directional bore.

The majority of the project was installed using HDD and pipe bursting. The project required close collaboration with City officials in the design review process and with residents in the transfer of existing services to new facilities without interruption of service.

**Fees: \$165,650.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME KCI Technologies, Inc.	2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
--	--	-------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>7</b>

21. TITLE AND LOCATION (City and State)  <b>WA1-Lift Station No. 4 (Hallandale Beach, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES  2021 - Ongoing	CONSTRUCTION  N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  City of Hallandale Beach	b. POINT OF CONTACT NAME  Manga Ebbe	c. POINT OF CONTACT TELEPHONE NUMBER  (954) 457-3043
--	--	--

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

The City of Hallandale Beach contracted KCI to provide professional engineering services for the rehabilitation of Lift Station #4. KCI was contracted to provide design, permitting, bid assistance, contract administration, construction observation, final certification, and project closeout.

The rehabilitation scope included the conversion of an existing 50-year-old "can" (wet well/dry well) lift station, constructed in the early 1970s, to a dual submersible lift station.

The design included the demolition of the existing dry well while maintaining the existing wet well, which will sandblast, clean, and coat along with the replaced top with a new access hatch. Dual submersible pumps were designed and will be installed in the existing wet well. A new valve vault was designed. Amenities included a permanent on-site generator, a new 8' high perimeter fence with a sliding gate for maintenance vehicle access, and site lighting. Landscape screening and irrigation were designed as well.

Temporary bypass pumping will be required during construction and was designed to maintain service for all contributing users.

KCI provided topographic survey, civil, electrical, and mechanical engineering, and landscape architecture services. It was discovered during the preliminary design phase that the lift station site was on a condominium property, and a utility easement was never granted to the City. KCI provided additional survey services by preparing the required sketch and legal description for recordation of the easement.

**Fees: \$204,410.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME  KCI Technologies, Inc.	2) FIRM LOCATION (City and State)  Fort Lauderdale, FL	(3) ROLE  Prime
----	---	--	-----------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>8</b>

21. TITLE AND LOCATION (City and State)  <b>Commerce Center of Coconut Creek including the STOF Coconut Creek Casino / 106 Acres Master Drainage Improvements and SWM Modeling (Tamarac, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES  2018	CONSTRUCTION  N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Commerce Center of Coconut Creek Association, Inc.	Julia Jennison	(561) 640-0820

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost)  
 KCI was required to analyze the overall master drainage system as part of a SWM License Modification. The proposed drainage improvements resulted from the Seminole Casino site encountering flooding during medium to heavy rainfall events. A master ICPR model was developed and calibrated against known historic events and determined the cause of flooding. Control structures were modified, and pipes were upsized in affected segments. On-site lakes were re-analyzed for equalization. Permit modifications were secured by the Broward County Environmental Protection and Growth Management Department (EPGMD) and Cocomar WCD.

**Fees: \$215,441.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME	2) FIRM LOCATION (City and State)	(3) ROLE
	KCI Technologies, Inc.	Fort Lauderdale, FL	Prime

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>9</b>

21. TITLE AND LOCATION (City and State)  <b>Loxahatchee Environmental Engagement Campus</b> (Jupiter, FL)	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES  2021 - 2023	CONSTRUCTION  N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER  Loxahatchee River Environmental Control District	b. POINT OF CONTACT NAME  Kris Dean	c. POINT OF CONTACT TELEPHONE NUMBER  (561) 401-4024
--	---	--

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

KCI provided Master Site Planning services to the Loxahatchee River Environmental Control District (LRECD) for this 20-acre site for an environmental education campus. KCI performed site analysis and inventory, created concept designs and budgeting, and worked with LRECD to realize a master plan capturing their vision. Feature elements of the master plan are an environmental engagement center, created wetlands, an amphitheater, indoor and outdoor classrooms, a boardwalk, a fishing pier, and a boathouse. The master plan for the for an environmental education campus showcases the function of the LRECD agency within the special local environment, including the Loxahatchee River -the stewardship of which is the focus of LRECD's mission. The Loxahatchee River is one of only two rivers in the State of Florida nationally designated as Wild and Scenic by the National Wild and Scenic Rivers System.

**Fees: \$286,177.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME  KCI Technologies, Inc.	(2) FIRM LOCATION (City and State)  Fort Lauderdale, FL	(3) ROLE  Prime
--	---	-----------------------

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (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
	<b>10</b>

21. TITLE AND LOCATION (City and State)  <b>Allens Creek - Aerial Sewer Crossing (Clearwater, FL)</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019 - 2022	CONSTRUCTION N/A

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER City of Clearwater	b. POINT OF CONTACT NAME Todd Kuhnel	c. POINT OF CONTACT TELEPHONE NUMBER (727) 562-4798
--	---	--

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

KCI provided construction bid documents for an aerial crossing of an 8" gravity sanitary sewer line spanning across Allen's Creek where the existing 96" CMP storm sewer was to be removed. The removal of the drainage pipe was part of a County project. The City sanitary design will be bid along with the County project with a single contractor selection.

**Fees: \$70,646.00**

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME KCI Technologies, Inc.	2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Prime
----	---	--	-------------------

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
<b>Robert Zuccaro, PE, ENV SP, FSESCI</b>	Contract/Project Manager	●	●	●	●	●	●	●	●	●	●
<b>Bruce Reed, RLA</b>	Principal-in-Charge   QA/QC Manager	●	●	●	●	●	●	●	●	●	●
<b>Brian Wilkes</b>	ISO Quality Compliance									●	●
<b>Jonathan Geiger, PE, ENV SP</b>	Project Engineer	●	●	●	●	●	●	●	●		
<b>Benjamin Hoyle, PSM</b>	Survey Manager	●	●	●		●		●	●	●	

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	<b>Turtle Run Civil Engineering</b> (Coral Springs, FL)	6	<b>Victoria Park 'A' (North) Small Water Main Improvements</b> (Fort Lauderdale, FL)
2	<b>Coral Bay Development District</b> (Margate, FL)	7	<b>WA1-Lift Station No. 4</b> (Hallandale Beach, FL)
3	<b>Cypress Cove CDD</b> (Margate, FL)	8	<b>Coconut Creek Commerce Center including the STOF Coconut Creek Casino / 106 Acres Master Drainage Improvements and SWM Modeling</b> (Coconut Creek, FL)
4	<b>Sabal Palm CDD Professional Engineering Services</b> (Tamarac, FL)	9	<b>Loxahatchee Environmental Engagement Campus</b> (Jupiter, FL)
5	<b>Hillsboro El Rio Park, Phase II</b> (Boca Raton, FL)	10	<b>Allens Creek Aerial Sewer Crossing</b> (Clearwater, FL)

## H. ADDITIONAL INFORMATION

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



### ABILITY AND ADEQUACY OF THE APPLICANT'S PROFESSIONAL PERSONNEL

KCI's full-service engineering capabilities and extensive experience with CDD contracts will enable our team to address all the services required by the District under this contract. Our project team has completed numerous open-end agreements and is familiar with the unique challenges presented in completing such an agreement.

KCI utilizes multidisciplinary teams and best practices across platforms to meet client needs. From training our field crews and using the most up-to-date equipment to our office staff and their abilities to deliver the field data in comprehensive and complete formats, our goal is to answer the District's most pressing engineering questions on their projects effectively and efficiently.

Excellent ratings and our track record of repeat assignments are evidence of our success concerning project schedules, construction costs, and quality control constraints. KCI has organized the project team and will utilize key staff members from the Organization Chart in the SF330 Form depending upon the assigned task's nature, scheduling, and scope. As this contract is open-end, and the precise nature of the tasks is unknown at this time, we have indicated more than sufficient personnel in the disciplines outlined in the organizational chart. Our Fort Lauderdale office includes engineers, landscape architects, surveyors, and inspectors who use advanced technology. Our professionals are diverse, highly trained, and hold various certifications in their fields.

Our firm office in Fort Lauderdale is truly multidisciplinary. This diverse group of professionals offers expertise and perspectives that strengthen our designs. Leaders from each discipline coordinate regularly, communicating throughout every step of the project. We have completed many multidisciplinary projects from our office in Fort Lauderdale, including parks, multi-use trails, municipal facilities, streetscapes, roadway improvements, utility improvements, and drainage improvements.



### WHETHER THE APPLICANT IS A CERTIFIED MINORITY BUSINESS ENTERPRISE

Although KCI is not a minority business enterprise, we have extensive experience planning and executing DBE participation plans and is committed to the growth and development of DBE partners throughout our local communities. DBE partner growth is a significant contributor to our success each year.

Diversity, equity, and inclusion (DEI) embody KCI's core values. Since 2017, KCI has provided diversity and inclusion training for our employee onboarding. Our DEI steering committee discusses recruiting, employee well-being, performance feedback, support groups, and mentorship. The committee meets quarterly to make sure we are actively reviewing and tailoring our diversity and inclusion program.



### WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

KCI is fully aware of the importance of completing public projects on schedule and within budget. The KCI team will provide the District with a high-quality product, emphasizing cost efficiency using screening tools and effective personnel allocations. At the project initiation, we will prepare a project document for circulation to all team members. In the documents, we detail the specific scope of work, administration, lines of communication, staffing, scope, budget, and applicable task criteria. The project documents also establish investigation methodology, design criteria and standards, and task-specific quality control procedures, which will be used as a reference to confirm compliance with the project's goals, budget, and schedule. These documents allow the team members to fully understand the work effort and resources required and, if necessary, adjust early in the process to meet the project commitments.

KCI has ample staff to dedicate to any project, as schedules deem necessary while maintaining quality control of the work. The cost and schedule control procedures below have proven effective in developing an outstanding record of project completion within established budgets and schedules:

**Task Initiation.** At the task initiation phase, well-defined cost, schedule, and project goals are critical to the overall success of a project. At the task initiation, we prepare a project memorandum for circulation to all team members. In the project memorandum, we detail the specific scope of work, task administration,



## H. ADDITIONAL INFORMATION

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

lines of communication, staffing, scope, budget, and applicable task criteria. The project memorandum also establishes investigation methodology, design criteria and standards, and task-specific QC procedures, which are used as a reference to confirm full compliance with the task’s goals, budget, and schedule.

**Schedule Control.** KCI uses Microsoft Dynamics 365 to effectively plan, track, and communicate task assignments, including cost and schedule controls and resource allocations. Each task is divided into a series of subtasks, and critical path scheduling is used to manage complex tasks. Depending on the urgency of the schedule, regular weekly, biweekly, or monthly review meetings will be held to coordinate project deliverables and issues.

**Cost Control.** The team uses Microsoft Dynamics 365. Costs for individual projects and tasks are tabulated separately, allowing the project manager to access updated information on project status daily. The system also provides monthly invoicing that shows billings in a comprehensive manner and is configurable to meet the District’s invoicing and reporting requirements.



### PAST EXPERIENCE AND PERFORMANCE

KCI is currently the District Engineer for the Turtle Run CDD located in Coral Springs, FL, the Sabal Palm CDD located in Tamarac, FL, and both the Coral Bay CDD and Cypress Cove CDD located in Margate, FL. KCI has served as District Engineer for the Turtle Run CDD for more than 30 years and as District Engineer for the Coral Bay CDD for 14 years. As District Engineer, KCI works closely with District Board members and staff to understand the District’s needs and objectives, addresses the day-to-day engineering needs of the Community, and attends all District Board meetings. Under current CDD contracts, KCI has provided premier, full-service, engineering and consulting with expertise in the fields of engineering, land surveying, landscape architecture, planning, structural, and environmental services.

District	Size	No. of Properties	Lands Use
Turtle Run	550 Acres	906	Single/Multi-Family Residential, Apartments, Commercial/Community Businesses Community Amenities, Parks, Schools
Coral Bay	236 Acres	997	Single Family Residential, Community Amenities, Parks
Sabal Palm	109 Acres	706	Single/Two-Family Residential, Community Amenities
Cypress Cove	29 Acres	195	Single Family Residential

## H. ADDITIONAL INFORMATION

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

Under current CDD contracts, KCI has provided the following services and completed District projects that include, but are not limited to, the following:

### **Turtle Run CDD:**

- District Engineering Services
- Bond Program Management (\$7,545,000)
- Right-of-Way, Roadway, and Sidewalk Improvements
- Stormwater Management and Drainage Improvements
- Entrance Feature Improvements
- Street Lighting and Street Signage Improvements
- Irrigation System Improvements
- Sound Buffer Walls and Post and Rail Fence Improvements
- Hardscape Improvements, including Community paver paths
- Easement Sketch and Legal Preparation and Easement Atlas Management

### **Coral Bay CDD:**

- District Engineering Services
- Bond Program Management (\$890,000)
- Right-of-Way and Roadway Improvements
- Stormwater Management and Drainage Improvements
- Community Parks and Amenities Improvements (Docks, Tennis Courts, Pools)

### **Cypress Cove CDD:**

- District Engineering Services
- Bond Program Management (\$2,056,503)
- Right-of-Way and Roadway Improvements
- Stormwater Management and Drainage Improvements
- Entry Gate Reconfiguration and Improvements
- Perimeter Fencing and Landscape Improvements

### **Sabal Palm CDD:**

- District Engineering Services
- Stormwater Management and Drainage Improvements
- Residential Flooding Responses

## H. ADDITIONAL INFORMATION

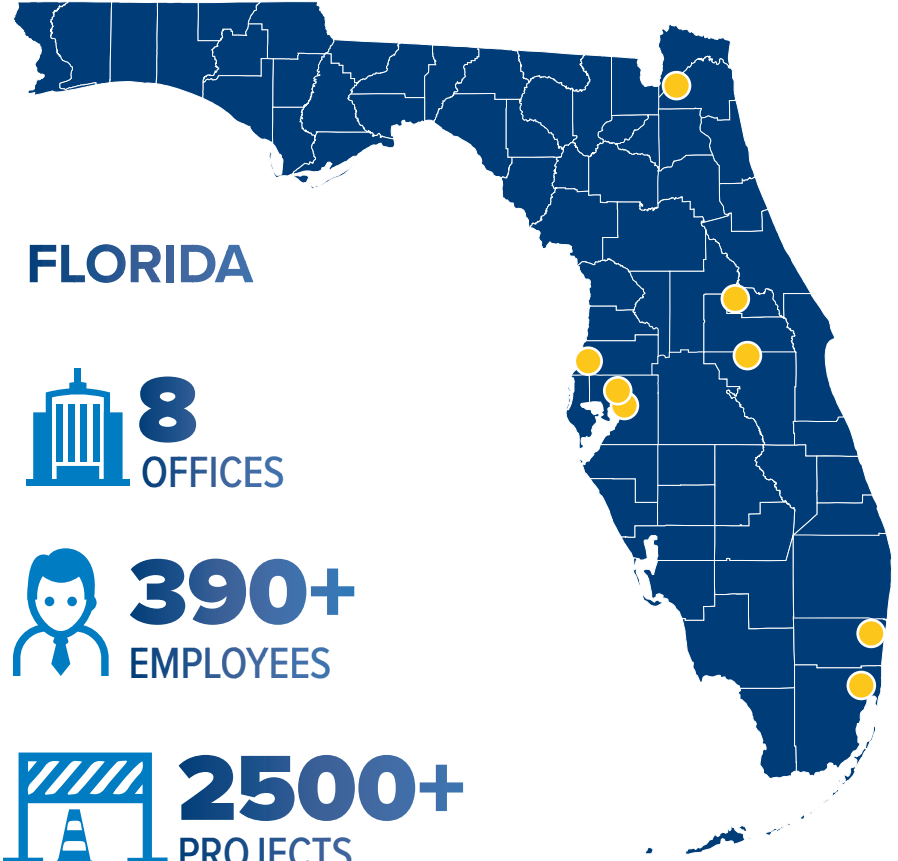
30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.



### GEOGRAPHIC LOCATION OF THE APPLICANT'S HEADQUARTERS AND OFFICES

At KCI, we take immense pride in our roots in South Florida. This vibrant region, known for its diverse culture, beautiful landscapes, and dynamic business environment, has been the cornerstone of our growth and success. Our Fort Lauderdale office is more than just an office; it's a reflection of our commitment to the community and our dedication to fostering local talent. KCI has developed a healthy portfolio of projects helping local municipalities bolster their infrastructure — any of which the key staff presented in this proposal has been closely involved with.

While South Florida remains the home of the team presented here, our headquarters office is located in Sparks, Maryland. Over the years, we've expanded our footprint with multiple offices across different states. This strategic growth allows us to bring our unique blend of innovation, customer service, and community engagement to a broader audience. Each of our offices, whether in bustling metropolitan areas or serene suburban settings, embodies the same core values that have driven our success in South Florida.



Robert Zuccaro, Project Manager, and Bruce Reed, Principal in Charge, both reside in Boca Raton, within a 20-minute drive to the District. If needed, our team may call for support from any of our Florida offices—Miami, Clearwater, Riverview, Tampa, Maitland, Orlando, Jacksonville — along with support from the other offices throughout the KCI network.



### CURRENT AND PROJECTED WORKLOADS

The KCI team's current workload and projected workload over the next year averages 55-60 percent billable time, allowing our professionals to meet the needs of the Forest Oaks CDD. The CDD team assembled for the other CDDs will be assigned to this project for seamless project coordination and product deliverability in a cost-effective manner. With the depth and breadth of our professional resources, KCI is committed to meeting the needs of the Forest Oaks CDD, in a timely manner.

Active and awarded projects are listed below:

1. Community Development District Engineering Services (Four Current Districts)
2. Commerce Center of Coconut Creek Lakes 1 & 2 Bank Rework & Stabilization
3. Cypress Cove CDD NW 18th Street Fence & Landscaping Replacements
4. Maple Run Drainage Improvements
5. Beacon Tradeport Miami

## H. ADDITIONAL INFORMATION

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

6. Lutz County Store
7. Hallandale Beach 10" Watermain Upgrade Behind RK Diplomat Shopping Center
8. Hallandale Beach Lift Station No. 4 Rehabilitation
9. Hallandale Beach Lift Station No. 7 Rehabilitation
10. Washington Park North Miami Beach
11. Loxahatchee Environmental River Control District Park Drive Improvements
12. Loxahatchee Environmental River Control District Remediation Center
13. Andrews Logistics Industrial Pompano
14. Sugar Sand Park Roller Rink Court Cover Roof Structure
15. Ice Dreammm Shop



### VOLUME OF WORK PREVIOUSLY AWARDED TO THE APPLICANT BY THE DISTRICT

KCI has not been previously awarded a contract by the Forest Oaks CDD.



### INDIVIDUALS HANDLING DISTRICT MEETINGS, CONSTRUCTION SERVICES, AND OTHER ENGINEERING TASKS



**Robert Zuccaro, PE, ENV SP**

Mr. Zuccaro has extensive experience providing a comprehensive range of services for various Community Development Districts in South Florida. He has held roles such as Senior Engineer, Project Manager, and QA/QC Manager, where he has been involved in planning, design, permitting, construction phase services, and final certifications. His expertise spans land development, transportation, and environmental projects.

As a project manager, Mr. Zuccaro has worked with both governmental and private-sector clients, overseeing tasks such as design, planning, surveying, permitting, preparing construction and technical specifications, contract administration, construction observation, record drawings, and final certifications. His portfolio includes medical facilities, airports, roadways, water and sewer systems, lift and pump stations, sewage treatment plants, and marinas.

Mr. Zuccaro has proven capabilities in coordinating teams and effectively communicating project progress and requirements to clients, staff, and the public. His wealth of experience as an engineer and his history working with Community Development Districts makes him uniquely qualified to serve as our Contract Manager, supporting the KCI team in addressing current project needs while actively seeking efficiencies in project delivery.



**Jonathan Geiger, PE, ENV SP**

Mr. Geiger has provided comprehensive design services, including the management and supervision of projects of all scopes and sizes, and assists with conceptual planning, permitting, preparing construction and technical specifications, contract administration, construction observation, record drawing review, and final certifications. Mr. Geiger also serves as District Engineer for

two Community Development Districts located in South Florida, where he provides quick responses to the day-to-day engineering needs of the communities and facilitates community-driven improvements through civil engineering design projects.

## H. ADDITIONAL INFORMATION

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

Throughout his career, Mr. Geiger has worked on civil site and utility design projects that have included roadways, stormwater and drainage systems, water and sewer systems, lift and pump stations, parks, community amenities, private retail development, and solar facilities. He maintains compliance with strict regulatory standards at both the state and local levels. His role often extends to providing invaluable construction phase services, where his insights facilitate seamless project progression and adherence to timelines and budgets.

In addition to his engineering expertise, Mr. Geiger is proficient in using AutoCAD and other design software, which he employs to efficiently deliver precise and professional designs. His practical, hands-on experience in the construction field further enhances his understanding of the intricate dynamics between engineers and contractors, enabling him to foster effective collaboration and streamline project execution.

### ISO QUALITY PROGRAM

All services for this project will be performed in accordance with KCI's ISO 9001:2015 certified Quality Management System and the specific quality control procedures described in KCI's discipline-based Quality Control Manuals. These manuals, describing specific checking and documentation procedures required for all of KCI's technical work, were first developed in 2008 as a component of KCI's ISO 9001:2000 Quality Management System certification process. In 2020, we completed our annual third-party surveillance audits and our ISO certification has been updated to the new ISO 9001:2015 standard.

KCI's ISO 9001:2015 certification and successful project history reflects a culture that values quality performance, consistent results, and continuous improvement. By working with an ISO 9001:2015 certified consultant, you can be confident that KCI is quality driven and uses established procedures to govern every aspect of project delivery from proposal preparation, to quality control of studies, reports, and design, to project closeout. All of our calculations, reports, plans, specifications, and estimates will be subject to our comprehensive internal checking procedures and review by senior staff prior to submission. The quality assurance procedures followed by KCI will minimize errors, omissions, ambiguities, and inconsistencies in the final work products and lead to a reduction in review time, review comments, and implementation issues.

As a continuous improvement component of KCI's Quality Management System, we have developed a process where we survey our clients following project completion, or at project milestones for long-term projects, to measure our performance and our clients' satisfaction with our services. Using an electronic survey, we ask each client project manager to rate our performance on a scale of 1 to 5 on performance parameters such as service, overall performance, technical expertise, conformance to requirements, integrity and expectations met.

We take great pride in the quality of our services and the manner in which we provide them. We work very hard to identify our shortcomings and continuously improve our project delivery processes in order to better meet the specific needs of our clients. On every project, we strive to receive a score of "5" from our client project managers, and we are very grateful when the quality of our services is recognized by the project managers we serve.

## I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

January 9, 2025

33. NAME AND TITLE

Bruce Reed, RLA, Vice President

ARCHITECT - ENGINEER QUALIFICATIONS	1. SOLICITATION NUMBER (If any) N/A
-------------------------------------	--

<b>PART II – GENERAL QUALIFICATIONS</b> <i>(If a firm has branch offices, complete for each specific branch office seeking work.)</i>					
2a. FIRM (OR BRANCH OFFICE) NAME <b>KCI Technologies, Inc.</b>			3. YEAR ESTABLISHED <b>1988</b>	4. UNIQUE ENTITY IDENTIFIER <b>PEVANTR72KU1</b>	
2b. STREET <b>1425 West Cypress Creek Road, Suite 101</b>			5. OWNERSHIP		
2c. CITY <b>Fort Lauderdale</b>			a. TYPE <b>Corporation</b>		
2d. STATE <b>FL</b>		2e. ZIP CODE <b>33309</b>		b. SMALL BUSINESS STATUS <b>No</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Bruce Reed, RLA   Office Manager</b>			7. NAME OF FIRM (If block 2a is a branch office) <b>KCI Technologies, Inc.</b>		
6b. TELEPHONE NUMBER <b>954.839.6701</b>		6c. E-MAIL ADDRESS <b>bruce.reed@kci.com</b>			
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE			
a. Function Code	b. Discipline	c. No. of Employees (1) FIRM (2) BRANCH	
02	Administrative	136	3
12	Civil Engineer	90	3
15	Construction Inspector	390	4
16	Construction Manager	126	1
38	Land Surveyor	142	10
39	Landscape Architect	18	10
65	Technical Support Staff	123	4
60	Transportation Engineer	190	10
<b>Other Employees</b>		1,150	46
<b>Total</b>		2,365	46

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	8
C07	Coastal Engineering	5
C10	Commercial Buildings; Shopping Centers	5
C12	Communications Systems; TV; Microwave	8
C15	Construction Management	10
E09	EIS, Assessments or Statements	6
E13	Environmental Testing and Analysis	5
F05	Forensics Engineering	5
G04	GIS; Development, Analysis, Data Collection	7
H07	Highways; Streets; Airfield Paving; Parking Lots	9
H11	Housing; Residential, Condos	6
L02	Land Surveying	8
L03	Landscape Architecture	6
P05	Planning (Community; Regional; Areawide)	4
P12	Power Generation, Transmission, Distribution	9
R03	Railroad; Rapid Transit	5
S09	Structural Design; Special Structures	6
S13	Stormwater Handling & Facilities	5
T03	Traffic & Transportation Engineering	8
U03	Utilities (Gas & Steam)	8
W02	Water Resources; Hydrology; Ground Water	5
W03	Water Supply; Treatment and Distribution	8

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS <i>(Insert revenue index number shown at right)</i>	
a. Federal Work	6
b. Non-Federal Work	10
<b>c. Total Work</b>	<b>10</b>

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

<b>12. AUTHORIZED REPRESENTATIVE</b> The foregoing is a statement of facts.	
a. SIGNATURE 	b. DATE 1/7/2025
c. NAME AND TITLE Bruce Reed, RLA   Vice President	

# ARCHITECT - ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (if any)

N/A

## PART II – GENERAL QUALIFICATIONS *(If a firm has branch offices, complete for each specific branch office seeking work.)*

2a. FIRM (OR BRANCH OFFICE) NAME <b>KCI Technologies, Inc.</b>			3. YEAR ESTABLISHED <b>1988</b>	4. UNIQUE ENTITY IDENTIFIER <b>PEVANTR72KU1</b>
2b. STREET <b>4041 Crescent Park Drive</b>			5. OWNERSHIP	
2c. CITY <b>Riverview</b>	2d. STATE <b>FL</b>	2e. ZIP CODE <b>33578</b>	a. TYPE <b>Corporation</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>Randell Prescott, PE   Office Manager</b>			b. SMALL BUSINESS STATUS <b>No</b>	
6b. TELEPHONE NUMBER <b>813.906.7421</b>		6c. E-MAIL ADDRESS <b>randell.prescott@kci.com</b>		
8a. FORMER FIRM NAME(S) (if any)			8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

### 9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees	
		(1) FIRM	(2) BRANCH
02	Administrative	136	5
08	CADD Technician	25	2
12	Civil Engineer	90	2
15	Construction Inspector	390	20
16	Construction Manager	126	13
21	Electrical Engineer	15	1
38	Land Surveyor	142	1
39	Landscape Architect	18	3
57	Structural Engineer	127	1
64	Subsurface Utility Engineer / Technician	87	6
65	Technical Support Staff	123	7
66	Telecommunications Specialist	218	17
60	Transportation Engineer	190	1
68	Utilities Engineer	286	55
	Other Employees	392	
	<b>Total</b>	<b>2,365</b>	<b>136</b>

### 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	8
C07	Coastal Engineering	5
C10	Commercial Buildings; Shopping Centers	5
C12	Communications Systems; TV; Microwave	8
C15	Construction Management	10
E09	EIS, Assessments or Statements	6
E13	Environmental Testing and Analysis	5
F05	Forensics Engineering	5
G04	GIS; Development, Analysis, Data Collection	7
H07	Highways; Streets; Airfield Paving; Parking Lots	9
H11	Housing; Residential, Condos	6
L02	Land Surveying	8
L03	Landscape Architecture	6
P05	Planning (Community; Regional; Areawide)	4
P12	Power Generation, Transmission, Distribution	9
R03	Railroad; Rapid Transit	5
S09	Structural Design; Special Structures	6
S13	Stormwater Handling & Facilities	5
T03	Traffic & Transportation Engineering	8
U03	Utilities (Gas & Steam)	8
W02	Water Resources; Hydrology; Ground Water	5
W03	Water Supply; Treatment and Distribution	8

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


a. Federal Work	6
b. Non-Federal Work	10
<b>c. Total Work</b>	<b>10</b>

### PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

### 12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE <b>1/7/2025</b>
c. NAME AND TITLE <b>Bruce Reed, RLA   Vice President</b>	



**Caulfield & Wheeler, Inc.**  
 Consulting Engineers • Surveyors & Mappers  
 7900 Glades Road, Suite 100  
 Boca Raton, Florida 33434  
 (561)392-1991 Fax (561)750-1452

**LETTER OF TRANSMITTAL**

TO: Special District Services, Inc.  
The Oaks Center, 2501A Burns Road  
Palm Beach Gardens, Florida 33410

DATE	January 9, 2025	Project No. (include dashes)	N/A
ATTN	<b>Mr. Michael McElligott</b>		
RE:	<b>DUE: 01/10/25 - by 5:00PM</b> <b>RFQ for Engineering Services</b>		

Delivered Via: in person

NO. SETS/ COPIES	DESCRIPTION
1	electronic copy on flash drive

**THESE ARE TRANSMITTED as checked below:**

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> For approval            | <input type="checkbox"/> Approved as submitted    | <input type="checkbox"/> Resubmit _____ copies for approval   |
| <input checked="" type="checkbox"/> For your use | <input type="checkbox"/> Approved as noted        | <input type="checkbox"/> Submit _____ copies for distribution |
| <input type="checkbox"/> As requested            | <input type="checkbox"/> Returned for corrections | <input type="checkbox"/> Return _____ corrected prints        |
| <input type="checkbox"/> For review & comments   |   | <input type="checkbox"/> FOR I _____                          |

**REMARKS:**

COPY TO: \_\_\_\_\_ SIGNED: \_\_\_\_\_

**INTERNAL OFFICE USE ONLY:**

Requested by (CWI): \_\_\_\_\_ Requested by (Other): \_\_\_\_\_



An aerial photograph of a residential community. In the center, there is a large, dark blue pond with a fountain spraying water upwards. The pond is surrounded by a concrete curb and a grassy area. Numerous houses with various roof colors (red, orange, blue, white) are scattered around the pond. The houses are mostly two-story structures with large windows and some have swimming pools. The background shows a dense line of trees and more houses, extending to the horizon under a clear blue sky. The image is overlaid with a semi-transparent white and blue graphic design.

# FOREST OAKS

COMMUNITY DEVELOPMENT DISTRICT

## QUALIFICATIONS STATEMENT RFQ for Engineering Services

January 10, 2025

# TABLE OF CONTENTS

TAB

<b>1</b>	Letter of Interest	3
<b>2</b>	Qualifications of the Firm	5
	Professional Services	8
	Engineering	8
	Water Resources Engineering	9
	Engineering Inspection	10
	Surveying and Mapping	11
	UAS Operations	13
	Landscape Architecture/Planning	14
	Organizational Structure	16
	Resumes	17
	Relevant CDD Experience	33
	Relevant Municipal Experience	34
	Project Highlights	35
<b>3</b>	Standard Form 330	51
<b>4</b>	Licenses & Insurance	82



# TAB 1

---

## Letter of Interest

January 9, 2025



Attn: Michael McElligott, District Manager  
Forest Oaks Community Development District  
The Oaks Center, 2501A Burns Road, Palm Beach Gardens, FL 33410  
RFQ for Engineering Services

Dear Mr. McElligott and Selection Committee Members:

It is with great pleasure that Caulfield & Wheeler, Inc. (CWI) provides its Qualifications Statement in response to the Forest Oaks Community Development District's (District) RFQ for Engineering Services. Our proposal will show that CWI is a highly-qualified firm with expertise in engineering, landscape architecture and surveying and mapping, and convey our interest in serving the diverse projects under this contract.

**EXPERIENCE WITH PUBLIC SECTOR CLIENTS AND COMMUNITY DEVELOPMENT DISTRICTS (CDDs).**

CWI has been providing professional consulting services in South Florida for 42 years and has a proven history of effectively managing contracts with community development districts, government agencies, and drainage districts.

We take pride in working with CDD's to support the growth and development of local communities. Our experience with CDD's includes Arbor Parc/Mediterranea CDD, Avenir CDD, Palm Beach Plantation CDD, North Springs Improvement District CDD, Northern Palm Beach Improvement District, and the Seminole Improvement District CDD. CWI's experience and expertise in delivering the services required by the District results in a significantly reduced learning curve. This can help you save valuable resources, such as time and money. Additionally, we have established strong relationships with permitting agencies which allows for a seamless permit acquisition process, even through complex procedures.

**DIVERSE RESOURCES AND TECHNICAL EXPERTISE.**

Our dynamic team consists of more than 160 professionals including 5 licensed Civil Engineers, a Landscape Architect, and numerous surveying and mapping specialists. As CWI's Co-founder and President, having provided civil engineering services in Florida for 46 years, I will be serving as Principal in Charge. Previously, I served as the acting City Engineer for Deerfield Beach, and as Project Engineer for Hialeah's sanitary sewer system which involved over 100 miles of piping and 30 lift stations. Vice President Ryan Wheeler, P.E., LEED AP, will also contribute his leadership and engineering expertise to our efforts, bringing valuable insights from a variety of projects ranging from single-family homes to multi-family and commercial mixed-use developments.

CWI has two office locations to serve the District: a headquarters located at 7900 Glades Road, Suite 100, in Boca Raton; and an office located at 240 NW Peacock Blvd., Suite 201, in Port St. Lucie, Florida.

We can confidently assure the District that CWI possesses the vital resources and engineering expertise necessary to support its various community development projects. This includes roadway improvements, stormwater management system, water distribution system, wastewater system, landscaping, hardscaping, and irrigation systems. Our team is fully equipped to provide comprehensive assistance through the diverse skill sets of our staff. We are well-prepared to handle multiple work orders efficiently and swiftly.

**OUR COMMITMENT TO THE DISTRICT.**

CWI is committed to performing according to the District's contract requirements. We will meet your time and budget requirements, providing responsive and cost-effective services. We offer the District experts who all have relevant experience providing engineering, landscape architectural, and surveying and mapping services, and are dedicated to the success of your projects. CWI looks forward to the opportunity to serve the needs of the District and its community with professional services, innovative solutions, and an unwavering dedication to excellence.

Sincerely,

John F. Wheeler, P.E., President  
Caulfield & Wheeler, Inc.  
John@CWIAssoc.com  
561-392-1991





## TAB 2

---

# Qualifications of the Firm



## QUALIFICATIONS OF THE FIRM

Contact: John F. Wheeler, P.E., President



John@CWIAssoc.com



561-392-1991



CWI-Assoc.com



**Boca Raton Office (headquarters)**

7900 Glades Road, Suite 100  
Boca Raton, FL 33434



**Port St. Lucie Office**

240 NW Peacock Boulevard, Suite 201  
Port St. Lucie, FL 34986

**Caulfield & Wheeler, Inc. (CWI)** was established in Florida in 1982 as a specialized surveying and mapping firm. Today, CWI offers a diverse array of professional services and is committed to providing high-quality engineering, surveying, landscape architecture, GIS, and unmanned aerial system services.

With continued growth over a 42-year history, CWI now has over 160 skilled employees, featuring 5 licensed Professional Engineers, as well as project managers, surveyors, landscape architects, and a large team of support staff. Our headquarters is located in Boca Raton, just 35 minutes away from City Hall, and we also have a fully-staffed office in Port St. Lucie, FL.

CWI has a robust track record of successfully completed projects that highlight our proficiency in engineering design, surveying/mapping, and landscape architecture. We work with a diverse range of clients, including government agencies, municipalities, developers, and educational institutions across South Florida and the Treasure Coast.

CWI's principals, with over 200 years of combined experience, actively manage multiple projects spanning new construction and rehabilitation to large-scale developments involving land, buildings, facilities, utilities, roads, and administration.

John Wheeler, P.E., serves the crucial roles of President and Principal in Charge at CWI. As the main point of contact, Mr. Wheeler coordinates operations to guarantee timely and accurate results.

With a remarkable 44-year career in Civil Engineering in Florida, Mr. Wheeler has previously served as the acting City Engineer for Deerfield Beach, Florida. His expertise extends to preparing water distribution, sanitary sewer, stormwater management, and paving systems for numerous projects across Southeast Florida.

Co-founding Caulfield & Wheeler, Inc. 42 years ago, Mr. Wheeler continues to provide exceptional technical and professional services that align seamlessly with clients' financial and scheduling needs.

With a remarkable 44-year career in Civil Engineering in Florida, Mr. Wheeler has previously served as the acting City Engineer for Deerfield Beach, Florida. Co-founding Caulfield & Wheeler, Inc. in 1982, he continues to deliver top-notch technical and professional services that perfectly match clients' financial and scheduling requirements.

CWI distinguishes itself as a leader in technology and actively embraces new technology. We utilize advanced tools such as 3D Laser Scanners and RTK UAS drone systems to ensure precise and efficient project execution. Our commitment to regularly updating hardware and software guarantees accurate and reliable designs. Additionally, CWI owns all the equipment used for contracts, providing us with a competitive advantage.

The **Civil Engineering** section specializes in the various study, design, and construction phases of projects, maintaining strong relationships with permitting agencies, water management districts, and municipalities. From initial reports and studies, through design development and contract documents, agency permitting, cost estimating, and final construction monitoring and certification process, CWI will provide the City with the most comprehensive services available ensuring efficient and effective solutions.

CWI's **Surveying & Mapping** Department offer a full array of services including high definition laser scanning, automated hydrographic surveying, topographic surveys,

boundary surveys and platting, utilizing our 21 fully equipped field crews. Surveying services have been instrumental in various thoroughfare roadway projects contributing to improvements throughout Florida.

Land surveying draws from 120+ years of collective principal experience, making CWI one of Florida's largest surveying providers.

The **Landscape Architecture** Department specializes in offering comprehensive planning solutions. Our work covers a broad spectrum from site plans to environmental plans. CWI's experience extends to large-scale projects, municipal centers, and parks. Our approach prioritizes considerations such as budgetary constraints, short- and long-term maintenance, and various amenity options, reflecting our forward-thinking concepts.

CWI proudly serves as the District Engineer of Record for the Seminole Improvement District, Community Development District Engineer of Record for Arbor Parc, and Alton in North Palm Beach County Improvement District.

CWI also actively pursues subcontractor services from local small businesses, as well as minority- and women-owned enterprises, demonstrating our dedication to inclusivity and support for our communities.

With a track record of successful projects and a dedication to adopting new technologies, CWI continues to be a key contributor to the development of Florida's infrastructure.

## CWI HIGHLIGHTS

**12,000+**

### SUCCESSFUL PROJECTS

CWI and principals have been managing and completing projects throughout Palm Beach and Broward Counties since 1982.

**160+**

### FULL-TIME EMPLOYEES

CWI has extensive knowledge and experience working in various municipalities within Palm Beach and Broward Counties.

**2**

### OFFICE LOCATIONS

Headquartered in Boca Raton, with a second office in Port St. Lucie, featuring full-time consulting professionals.

**21**

### FIELD CREWS

CWI has fully-equipped field crews and offers a full array of surveying services.

# PROFESSIONAL SERVICES



## ENGINEERING SERVICES

- Utility research & coordination
- Grant management services
- Engineering analysis/cost estimates reports
- Preparation of construction documents and services during bidding phase
- Shop drawing review
- Site plan review
- Government agency permitting
- Construction Engineering Inspections
- AutoCAD services
- Geographic Information Systems services
- Certified construction inspections
- Coordinate and oversee testing
- Develop final documentation
- Manage change order negotiations
- Monitor completion of final tasks
- Oversee construction operations
- Inspection and evaluation services
- Review payment applications
- Review and analyze test outcomes
- Review contractor's technical plans
- Supervise construction budgeting
- Track compliance with timelines
- Assess bids and proposals
- Estimating and scheduling
- LEED Analysis & Applications

## ENGINEERING

CWI's Engineering Department includes 5 Florida licensed Professional Engineers, and has a wide range of experience in the study, design, and construction phases of all types of public and private projects including utilities throughout Florida. Specific fields of services include design and construction monitoring of individual, gravity, and pressure sanitary sewer systems; water distribution systems; stormwater management systems; and roadway systems.

CWI utilizes the latest CAD technology and engineering programs; and always applies the newest City, County, and State rules and regulations to each Project.

From initial reports and studies, through design development and contract documents, agency permitting, cost estimating, and final construction monitoring and certification process, CWI will provide the District with the most comprehensive service available, ensuring efficient and effective wastewater management solutions.

We specialize in strategic planning, precise location identification, and addressing potential challenges that may arise throughout the design process.





## WATER RESOURCES ENGINEERING

CWI's extensive expertise in water resources engineering encompasses various aspects including reclaimed water systems design and potable water distribution system improvements and replacements.

We address complex challenges and offer innovative solutions, particularly in reclaimed water mains, sanitary sewer lines, reclaimed water lines, inflow and infiltration studies/repair. We conduct thorough assessments of existing system conditions for wastewater pump station rehabilitation and expansions, recommending appropriate methods for renovation, replacement, and expansion programs.

Our skilled team provides comprehensive analyses including evaluations of wastewater pressure mains, pump sizing, and expansion improvements. We have been involved in numerous projects that have required these specific services, ensuring efficient and effective wastewater management solutions.

CWI engineers have a successful track record of executing designs for projects. Our expertise includes specialized techniques such as jack and bore, directional drilling, and cured-in-place pipe (CIPP) liner installation. CWI has substantial experience managing water service conversions, notably transitioning from back to front.

### STORMWATER MANAGEMENT

- Drainage and flood analysis & design
- Flood routing computations
- Hydraulic analysis
- Master stormwater modeling
- Sea-level rise & flood protection
- Stormwater Infrastructure design
- Stormwater modeling
- Stormwater pollution prevention & planning

### WASTEWATER DISTRIBUTION SYSTEMS

- Large valves
- Large diameter pipes
- Aging water and sewer main systems
- Water distribution system design

### WASTEWATER COLLECTION SYSTEMS

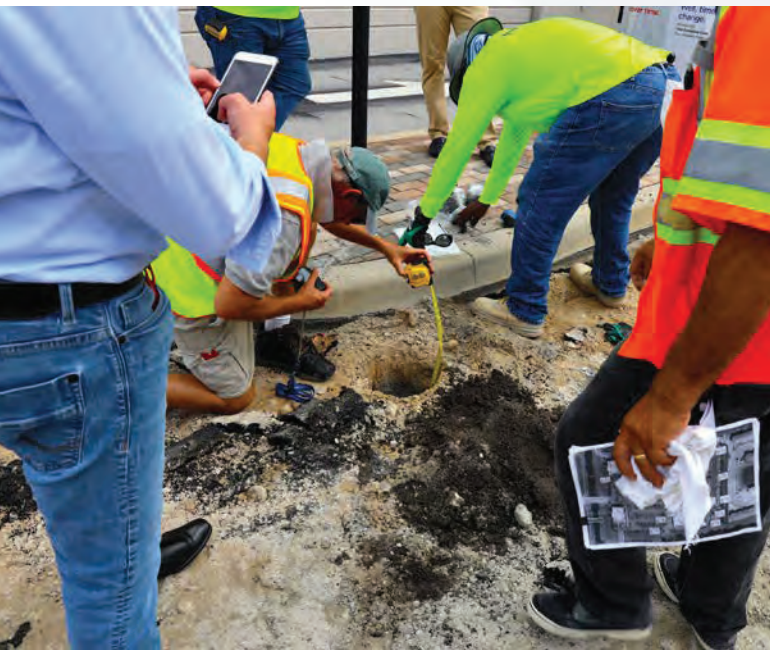
- Force mains
- Gravity systems
- Pump stations
- Grease separators
- Construction oversight
- Wastewater systems design

### SANITARY SYSTEMS MANAGEMENT

- Reclaimed water systems design
- Potable water distribution system improvements
- Sanitary sewer collection systems
- Sanitary sewer pumping stations
- Sanitary sewer transmission systems

Our experience with pump stations ranges from smaller-scale simplex neighborhood lift stations to larger transmission lift stations, and comprehensive manifolded force-main systems for renovation and replacement programs.

Our experience designing sanitary sewer collection systems includes force mains of various sizes, from 2-inch pipes serving grinder pump systems to 16-inch diameter force main transmission lines.



## ENGINEERING INSPECTION

Construction engineering inspection services play a crucial role in ensuring that projects meet safety standards, regulatory requirements, and design specifications. CWI manages construction operations and conducts construction engineering site visits, providing oversight and observation throughout project development.

CWI employs a staff of full-time Construction Engineering Inspectors who specialize in the monitoring and certification of various construction projects ranging from engineering design, construction staking, construction as-builts, roadway design, residential development, and commercial construction.

CWI Inspectors can detect potential problems early, helping to reduce risks and prevent expensive delays. They work closely with contractors, architects, and project managers to ensure compliance with local codes and industry best practices.

Our construction engineering inspection services contribute to the overall quality and integrity of infrastructure, promoting safety and sustainability in the built environment.

## CONSTRUCTION ENGINEERING

- Scheduling
- Clarifications and Interpretations
- Visits to Site and Observation of Construction
- Utility Coordination
- Survey Control

## CONSTRUCTION INSPECTION

- Contractor Monitoring
- Contractor Compliance
- Final Inspections
- Geotechnical Coordination
- Material Sampling & Testing Coordination
- Quality Management
- Construction Certification of Completeness to Permitting Agencies

## CONSTRUCTION ADMINISTRATION

- Applications for Payment
- As-Built Review
- Budgets & Estimates
- Change Orders
- Coordination
- Documentation
- Post Construction Support
- Pre-Construction Conferences
- Record Preparation & Maintenance
- Shop Drawings and Samples
- Work Orders & RFIs





## SURVEYING AND MAPPING

Caulfield and Wheeler, Inc. was established in 1982 as a specialized surveying and mapping firm. For 42 years, the firm has continued to grow and diversify and is now recognized as a leader in the field of geomatics, land surveying and mapping.

CWI has 21 fully equipped field crews, and offers a full array of surveying services including high definition laser scanning, automated hydrographic surveying, topographic surveys, boundary surveys and platting, vertical horizontal geodetic control surveys, photogrammetry, construction stakeouts and as-builts, mean high water (tidal) demarcation surveys, and right-of-way surveys.

We also have specialized expertise in inland waterway, marsh, transitional region, coastal, and oceanographic data acquisition.

Services have been provided throughout the Southeast United States and clients have included many government agencies such as the U.S. Army Corps of Engineers, Jacksonville and Mobile Districts, State of Florida Department of Environmental Protection, Florida Department of Transportation, South Florida Water Management District and a multitude of local counties and municipalities throughout the State of Florida.

CWI has completed thousands of projects to date, encompassing a full range of survey assignments.

CWI understands that this is a comprehensive and multi-disciplinary contract, and in response, has comprised a team to fulfill every requirement.

Our team has the expertise, experience, personnel, and equipment resources to successfully complete every type of project, independent of size, terrain conditions, or complexity.





## SURVEY & MAPPING SERVICES

- Site plan review
- Automated Hydrographic Surveys
- Beach nourishment & monitoring programs
- Cadastral/boundary surveys
- Channel condition and monitoring
- Coastal inlet hydrographic surveys for inlet management programs
- Coastal topographic surveys for beach profile monitoring programs
- Control establishment for GIS programs
- Control establishment for planning, design, and construction
- Inland lake and canal hydrographic surveys
- Location of easements or encumbrances
- Maintenance of engineering projects
- Mean high water demarcation and ordinary high water demarcation
- Offshore hydrographic surveys for coastal monitoring projects
- Property, boundary, right-of-way, as-built surveys
- Plat Preparation
- Pre/post-dredge hydrographic surveys for quantity estimates & as-built charts
- Recovery and location of existing right-of-way
- Research and acquisition of all previous right-of-way maps and plats
- State lands boundary establishment and erosion control line recording
- Surface/subsurface surveys on beaches, levees, canals, breakwaters, groins, embankments and similar structures
- Topographic Planimetric Surveying and Mapping
- Topographic surveys for construction layout, alignment, as-built purposes and detailed design of major engineering projects
- Wetland and transitional area surveys for environmental programs
- UAS Drone Operations and Aerial Photogrammetry
- 3D Laser Scanning or LiDAR
- GIS (Geographic Information Systems)



## UNMANNED AERIAL SYSTEMS (UAS) OPERATIONS

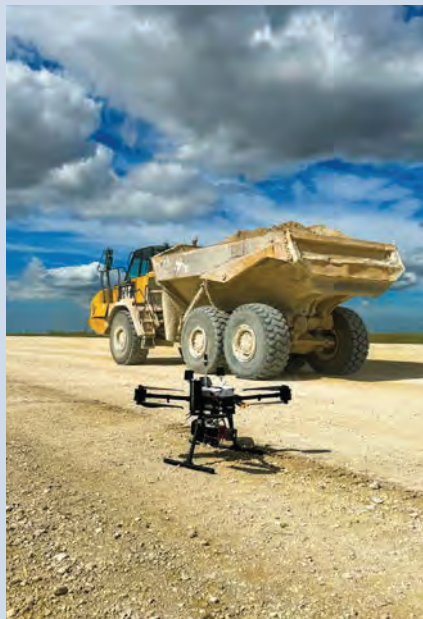
CWI is proud to offer FAA Part 107 licensed and insured unmanned aerial systems (UAS) or drone operations, to complement our suite of engineering, surveying, and landscape architecture services.

Utilizing the most recent technology CWI can accurately document, inspect, photograph, videograph, 3D model, or survey a wide variety of projects or areas that were previously too large or unreachable by traditional GPS field crews.

We implement the highest quality peripherals including RTK GPS equipped drones, heavy-lift drones, FPV drones, 360 cameras, thermal cameras, cinema cameras, and aerial LiDAR solutions to provide a variety of services and deliverables for our clients to maximize their development project. CWI can quickly obtain FAA and LAANC authorizations and waivers to analyze and fly project sites that are in close proximity to international airports, stadiums, or other warning zones.

### UAS DRONE OPERATIONS SERVICES

- 2D mapping & orthomosaics
- 3D modeling
- Aerial LiDAR solutions
- Agriculture inspection
- Construction as-builts
- Construction progress documentation
- Cut & fill analysis
- Photogrammetric surveys
- Photography
- Pre/post-construction documentation
- Site inspection
- Site plan overlays
- Utilities asset inspection
- Videography
- Damage assessment



Homestead Levee Rehabilitation  
Miami, FL



Peacock Canal Relocation  
Port St Lucie, FL

## LANDSCAPE ARCHITECTURE

CWI's Landscape Architecture Department specializes in offering innovative, comprehensive planning solutions in Landscape Design, particularly focusing on the visually captivating coastal aesthetics prevalent in Florida.

Under the direction of Mr. G. Allan Hendricks, PLS, CWI has provided Landscape Architecture services on a wide variety of projects, creating innovative designs tailored for Florida's greenways, bicycle lanes, and roadway landscapes. CWI's capabilities extend to crafting irrigation plans, including those aligned with LEED certification standards, as well as comprehensive lighting designs.

Over the years, we have championed environmentally friendly tree preservation methods and implemented valuable mitigation plans that contribute to enhancing the beauty of cities and counties.

Our services encompass hardscape design, detailed drawings, specifications, and cost estimates for system master plans and strategic goal-setting strategies. We excel in providing on-site parking layout and design, stormwater management, as well as extensive expertise in utility and drainage systems.

CWI's portfolio includes privately-owned home site plans and exquisite model home showcase centers. Additionally, we develop practical solutions for commercial site plans and landscape designs, catering to corporate headquarters, campus sites, hospitals, industrial properties, and corporate campuses. Our experience also consists of providing upgrades and designs for FDOT and roadway projects, involving tasks such as staking and grading, berms, and buffers.

With an approach that prioritizes considerations such as budgetary constraints, short- and long-term maintenance, and various amenity options, we also reflect forward-thinking concepts.

Additionally, CWI's technicians are well-versed in ArcMap and AutoCAD, which are the primary tools employed for GIS services. We possess a comprehensive understanding of data collection techniques utilized in the comprehensive landscape architecture and design process and are adept at customizing modifications to align with our clients' project specifications. Our in-house graphic design team is capable of designing rendered site plan graphics, elevation graphics, photorealistic renderings, and 3D models.

## PLANNING

CWI has extensive experience working with various municipalities providing site and land planning services to private and municipal clients. We have in-depth knowledge of Land Development Regulations as well as City, County, and state regulations for planning, engineering, surveying, and landscape design.

Planning and Landscape Architecture services include site research and analysis, conceptual planning, landscape planning and design, site plans, grading plans, lighting plans, irrigation plans, water plans, land use plans and environmental plans. Land and Site Planning services include application completion and submission, meetings coordination, approvals and rezoning, public meeting representation, marketing collateral, and presentation design, and agency permitting.

### RESIDENTIAL

- Individual home site landscape plans
- Community buffers & street scape plans
- Model home showcase centers
- Residential communities as large as 1,800 acres

### COMMERCIAL

- Commercial site plans
- Easement abandonment agreements
- FDOT & roadway, grading, berms, & buffers
- Landscape build-outs
- Site plan & landscape design for corporate headquarters, hospitals, commercial & industrial

### COMMUNITY

- Community Charity organization & leadership
- Master planning
- Community entrance features
- Lighting & irrigation plans
- Roadway landscape plans
- Parks, recreation, community social design & planning
- Water features & design amenity details
- Hardscape design, detail drawings & specs

### UTILITY

- Stormwater management
- Utility & drainage design



Boca Raton Office



Port St. Lucie Office

## AVAILABLE FACILITIES, TECHNOLOGICAL CAPABILITIES, AND RESOURCES

### Offices

CWI has two fully-staffed offices to serve the District:

- Boca Raton (headquarters): 7900 Glades Rd., Suite 100
- Port St. Lucie: 240 NW Peacock Blvd., Suite 201

### Technical Equipment

CWI's software and technical equipment includes Autodesk, AutoCAD, Adobe Acrobat, Bluebeam, and ArcGIS compatibility. CWI utilizes the latest high-definition 3D Laser Scanning tools from Riegl including the VX-400, as well as Leica Geo-systems P30 and P50 scanners.

We are proud to incorporate intelligent vehicle-mounted scanning systems into our workflow, allowing us to scan much larger areas in a shorter amount of time, as well as areas previously inaccessible to field crews on foot like roadways.

Additionally, CWI implements multiple handheld scanning devices, which allow us the ability to reach areas that are unobtainable with a larger scanner like the inside of pipe systems, underneath utility access holes and sewer grates. CWI's high-definition 3D Laser Scanning solutions supply our client's an invaluable amount of data, which translates into high-quality final deliverable products.

Easement sketches and legal descriptions are routinely prepared for projects utilizing the latest technology, hardware, and software. Real-time GPS survey equipment, robotic total stations, and RTK drones allow CWI to complete tasks accurately and efficiently.

By implementing the highest quality peripherals like RTK GPS equipped drones, heavy-lift drones, FPV drones, 360 cameras, thermal cameras, cinema cameras, and aerial LiDAR solutions, we are able to provide a variety of services and deliverables for our clients, to maximize their development project.

### Deltek/Ajera Software

To aid in project success, CWI utilizes the Deltek Ajera accounting software to provide Project Managers, the District, and stakeholders with accurate budgetary and schedule reporting, both labor and expenses, keeping your vision in sight. Individual job cost ledgers are maintained by each project to support direct costs as accumulated in the general ledger. All tasks and subsidiary job costs are reconciled on a regular basis with the general ledger, and time and expense reports are utilized in the separation of direct and indirect costs.

Project Managers have the ability to access our Project Management system at all times, giving them the critical information they need to deliver on project goals.

### Geographic Information Systems (GIS)

CWI provides cutting-edge GIS services, a vital tool for geographical data collection and effective project management, ensuring project completion with precise and accurate information. Our skilled technicians are well-versed in ESRI ArcGIS and AutoCAD.

We excel in data collection techniques and modifications tailored to meet each client's project requirements.

# ORGANIZATIONAL STRUCTURE

## ENGINEERING SERVICES



PRINCIPAL IN CHARGE  
**John F. Wheeler, P.E.**  
*President*



PRINCIPAL ENGINEER  
**Ryan D. Wheeler, P.E.**  
**LEED AP BD+C**  
*Vice President*



PROJECT ENGINEER  
**Timothy J. Foster,**  
**LEED AP BD+C**  
*Vice President*



PROJECT ENGINEER  
**William C. Roberts, P.E.**



PROJECT ENGINEER  
**R. Hayes Templeton, P.E.**



PROJECT ENGINEER  
**Matthew V. Kahn, P.E.**



CONSTRUCTION  
INSPECTOR  
**Charles Gard**

## LAND SURVEYING & MAPPING SERVICES



PRINCIPAL IN CHARGE  
SURVEYING/MAPPING  
**David P. Lindley, P.L.S.**  
*Senior Vice President*



PROFESSIONAL  
SURVEYOR/  
FLOODPLAIN MANAGER  
**Jeffrey Wagner, P.L.S.,**  
**CFM,** *Vice President*



SURVEY PROJECT  
MANAGER  
**Owen M. Riggs, P.S.M.,**  
**LEED AP BD+C**  
*Vice President*



SURVEY PROJECT  
MANAGER  
**Ronnie L. Furniss, P.S.M.**



SURVEY PROJECT  
MANAGER  
**David E. Rohal, P.S.M.**



SURVEY PROJECT  
MANAGER  
**Scott Pirtle, P.S.M.**



GEOSPATIAL MANAGER  
**Rhied A. White**



DIRECTOR SPECIAL  
PROJECTS & UAS  
OPERATIONS  
**Andrew L. Beckwith, CST I**

## LANDSCAPE ARCHITECTURE SERVICES



DIRECTOR LANDSCAPE  
ARCHITECTURE  
**G. Allan Hendricks, RLA**  
*Vice President*





## PRINCIPAL IN CHARGE BOCA RATON OFFICE



JOHN F. WHEELER, P.E.  
PRESIDENT

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

john@cwiasoc.com

**Registrations:**

Professional Engineer  
Florida #25478 (1979)

**Education:**

Bachelor of Science  
in Civil Engineering  
University of Tennessee  
1974

**Affiliations:**

- American Water Works Association
- Water Pollution Control Federation
- National Society of Professional Engineers
- Florida Engineering Society

**Years of Experience:**

Total: 45  
With CWI: 42

Mr. John Wheeler assumes the pivotal role of President at Caulfield & Wheeler Inc. (CWI), functioning as the team project manager and principal in charge. He has an extensive 44-year career in Civil Engineering in Florida, and previously held the position of acting city engineer for the City of Deerfield Beach, Florida. Co-founding Caulfield & Wheeler, Inc. in 1982, his mission has been to provide high-caliber technical and professional services that align seamlessly with clients' financial and scheduling needs. With his expertise his proficiency extends to preparing water distribution, sanitary sewer, stormwater management, and paving systems for numerous projects across Southeast Florida.

### RELEVANT EXPERIENCE

---

***Tradition - Western Groves, Port St. Lucie, FL***

Principal Engineer for the Tradition Western Groves located in Port St. Lucie Florida. Design Phase 1 included the following water distribution, sanitary sewer, and storm drainage systems along with lift station designs and calculations. Preparation of cost estimates for improvements as required by the City of Port St Lucie. Fee: \$1,763,596. +

***Ibis Golf and Country Club, West Palm Beach, FL***

Principal Engineer for the development of the 1,864 unit, 1,923 acre Ibis Golf & Country Club to complete preliminary planning, boundary and topographic surveys, and construction staking of the buildings and utilities. CWI also provided platting, civil engineering design, permitting and certification, landscape design, construction engineering inspection and monitoring, construction survey layout, and asbuilts for the 33 distinct communities. Fee: \$600,000+

***Alton by Kolter Homes Palm Beach Gardens, FL***

Principal Engineer for the 684 Acre, 1,400 Unit, Mixed Use Development located in Palm Beach Gardens. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Engineering inspection, plat revisions, utility easements and utility coordination. Fee: \$1,000,000+

***Arbor Parc aka Mediterranea CDD, Riviera Beach, FL***

Principal Engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69 acre, 598 Unit Development. Fee: \$958,2967. +

***Palm Beach Plantation CDD, Royal Palm Beach, FL***

Principal Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000 solution was prepared allowing for further development of the adjacent commercial parcel. Fee: \$745,000.+

## PRINCIPAL ENGINEER, LEED AP BOCA RATON OFFICE



RYAN D. WHEELER, P.E., LEED AP  
VICE PRESIDENT

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

ryan@cwiasoc.com

**Registrations:**

Professional Engineer  
Florida #71477 (2010)

LEED® Accredited  
Professional, United  
States Green Building  
Council USGBC (2008)

**Education:**

Bachelor of Science  
Civil Engineering  
Florida Atlantic  
University (2006)

**Affiliations:**

- Chair, Department  
Advisory Board, FAU  
Department of Civil  
Environmental, and  
Geomatics Engineering

**Years of Experience:**

Total: 21

With CWI: 21

Mr. Wheeler is a licensed Professional Engineer with the State of Florida and holds certification as a LEED® Accredited Professional from the US Green Building Council (USGBC). Mr. Wheeler contributes his expertise to various projects of diverse scales including single-family homes, multi-family home projects, as well as commercial and mixed-use projects. His range of services spans from handling the design, calculations, and engineering aspects of projects to managing permitting and project finalization with different permitting agencies.

Additionally, Mr. Wheeler serves as Advisory Board Chair of the FAU Department of Civil Environmental, and Geomatics Engineering Department; and Vice Chair of Boynton Beaches planning and development and alliance land use, landscaping and irrigations.

### RELEVANT EXPERIENCE

#### **Seminole Improvement District, Westlake, FL**

Civil Engineer for the Seminole Improvement District, also known as the City of Westlake, is overseeing a project with developer Minto to construct 4,546 residential units and 2.2 million square feet of commercial space on the property formerly known as Callery-Judge Groves, now Westlake. Covering nearly six square miles, CWI provides engineering services for the district and developments, including reviews, submissions, coordination, and meetings. Fee: \$1,508,729. +

#### **Becker Road for Wilson Groves, Port St. Lucie, FL**

Civil Engineer provided Engineering Design of plans for Becker Road from N/S-B to Range Line Road which includes the related permitting and Construction Inspection services throughout the project to verify conformity to design plans. CWI produced paving grading and drainage plans, water distribution plans, sanitary sewer plans, lot grading plans, site geometry plans, pollution prevention plans, spine road plans, cost estimates & specifications, as well as water use, irrigation, and dewatering plans.. Fee:\$1,913,076. +

#### **Arbor Parc aka Mediterranea CDD, Riviera Beach, FL**

Civil Engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69 acre, 598 Unit Development in Riviera Beach, FL. Fee: \$958,2967. +

#### **Palm Beach Plantation CDD, Royal Palm Beach, FL**

Civil Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000ç solution was prepared allowing for further development of the adjacent commercial parcel. Fee:\$745,000.+

#### **Alton by Kolter Homes Palm Beach Gardens, FL**

Civil Engineer for the 684 Acre, 1,400 Unit, Mixed Use Development located in Palm Beach Gardens. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Engineering inspection, plat revisions, utility easements and utility coordination. Fee: \$1,000,000+

## PRINCIPAL ENGINEER, LEED AP BOCA RATON OFFICE



TIMOTHY J. FOSTER,  
LEED AP BD+C  
VICE PRESIDENT

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

tim@cwiassoc.com

**Registrations:**

LEED® AP BD&C  
Florida (2016)

**Education:**

Bachelors of Science  
Electrical Engineering  
University of Florida.  
(2003)

Master of Science  
Electrical Engineering  
Florida Institute of  
Technology  
(2010)

**Years of Experience:**

Total: 19  
With CWI: 18

Tim Foster has more than 18 years of experience providing civil engineering services in both a private consulting and public regulatory capacity. He has experience in a variety of land development engineering projects including large scale residential, commercial, and mixed-use.

His typical involvement in a project begins in the planning and conceptual design stage and continues until the project is completely certified and released. Tim provides excellent client service and excels in multiple basin drainage design, wetland hydrological modeling, and hydraulic analysis.

### RELEVANT EXPERIENCE

---

**Coconut Cove (AKA Seagrove), Fort Pierce, FL**

Project Engineer & LEED AP for The Coconut Cove (AKA Seagrove) development. Engineering Design Services were provided including site geometry plan, soils testing coordination, paving & grading plans, water distribution plans, sanitary sewer plans, pollution prevention plan, off-site turn lane plan, off-site utility connection plans, cost estimates/specifications. Fee to date: \$829,436. +

**Tradition Western Grove 6B, Port St. Lucie, FL**

Project Engineer & LEED AP providing services for Tradition. Work included boundary Surveys for platting, including plat calculations and research, plat preparation, title search report, title certificate & permanent control points. In addition, Engineering Services were provided for the Permitting Phase as well as Engineering Services for Composite Utility, Estimates, Bond Aquisitions and requests for information in preparation of a composite utility plans to check for conflicts between potable water, wastewater, storm sewer, landscaping, irrigation, FPL, cable, internet, and amenities. Fee: \$565,560

**Tidewater, Fort Pierce, FL**

Project Engineer & LEED AP providing services for Tidewater included due diligence during the Design & Permitting Phase, Plat & Alta Survey along with Full Civil Engineering design for both on and off-site improvements. (permits from the following agencies FDOT, FPUA, SLC, SFWMD, NSLRWCD, and FDEP). Off-site aside from FDOT Turn Lane included a 1+ mile directional bore under US-HWY 1 We are currently providing full construction engineering and inspection serves and will certify and closeout the project once completed. FDOT Turn Lane included a 1+ mile directional bore under US-HWY 1 Fee: \$435,407.+

**Cascata at MiraLago at Parkland, Parkland, FL**

Project Engineer & LEED AP for the Cascata at Miralago project including site geometry plans, soils testing coordination, paving, grading, and drainage plans, design plans, sales center plans, water distribution plans, sanitary sewer plans, pollution prevention plans, cost estimates and construction specifications, permitting, control structure design, and FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000.+

## PROJECT ENGINEER BOCA RATON OFFICE



WILLIAM C. ROBERTS, P.E.

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

bill@cwiassoc.com

**Registrations:**

Professional Engineer  
Florida #96781

**Education:**

Graduated Magna Cum Laude in May 2020  
Florida Gulf Coast University U.A.  
Whitaker College of Engineering  
Bachelor of Science in Civil Engineering.

**Years of Experience:**

Total: 20  
With CWI: 11

Mr. Roberts has been working in the field of civil engineering since 2004. He began as a drafting technician and quickly progressed to learning design for land development projects. He is currently a licensed professional engineer who handles all aspects of land development design and permitting for residential and commercial projects. His skills include drainage plans, design plans, sales center plans, water distribution plans, sanitary sewer plans, pollution prevention plans, cost estimates, construction specifications, permitting, and control structure design.

### RELEVANT EXPERIENCE

---

#### **Cascata at MiraLago at Parkland, Parkland, FL**

Civil Engineer for Cascata at Miralago project included Site Geometry Plans, Soils Testing Coordination, Paving, Grading, and Drainage Plans, Design plans, Sales Center Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plans, Cost Estimates and Construction Specifications, Permitting, Control Structure Design, FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000.+

#### **Coconut Cove, Fort Pierce, FL**

Civil Engineer for The Coconut Cove development by Lennar Homes, LLC located in St. Lucie County, contracted to provide Engineering Design Services for the residential development including Site Geometry Plan, Soils Testing Coordination, Paving & Grading Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plan, Off-Site Turn Lane Plan, Off-Site Utility Connection Plans, Cost Estimates/Specifications.  
Fee to date: \$829,436. +

#### **Becker Road at Wilson Grove (A1A), Indiantown, FL**

Civil Engineer for Becker Road at Wilson Grove located in Indiantown, Florida. CWI provided the following services Stake Subgrade rest benchmarks, drainage, watermain, temporary ditches, Fiber optics, tin tabs, blue tops, set curb control, silt fence, machine control, set curb control. In addition, CWI provided As-Builts for water main, drainage, force main, Fiber optics and Lake as-builts. Fee: \$200,000.+

#### **Palm Beach Plantation CDD, Royal Palm Beach, FL**

Civil Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000.+

#### **Tradition WG6B, Port St Lucie, FL**

Civil Engineer for Tradition located in Port St. Lucie for Boundary Survey for Plat., including Plat calculations and research, Plat Preparation, Title Search Report, Title Certificate & Permanent Control Points. In addition, Engineering Services were provided for the Permitting Phase as well as Engineering Services for Composite Utility, Estimates, Bond Aquisitions and requests for information in Preparation of a composite utility plans to check for conflicts between Potable Water, Wastewater, Storm Sewer, Landscaping, Irrigation, FPL, Cable, Internet, and Amenities. \$567,460.+

## PROJECT ENGINEER BOCA RATON OFFICE



ROBERT HAYES TEMPLETON, P.E.

Mr. Hayes Templeton has a successful history in civil and highway engineering, specializing in concept development, permitting, technical proposal development, project management, and design. He has worked on projects ranging from small rural drainage improvements to large highway and airport developments exceeding \$1B. He is experienced in bid packages, schedules, budgets, construction management, utility coordination, and acquiring permits. Mr. Templeton is skilled in training junior engineers, technical analysis, and problem-solving. He also has experience teaching at the university level. His strengths include Roadway Design, Drainage Design, Hydraulic/Hydrologic Analysis, Traffic Control Design, Project Scheduling, and Budgeting. He is a Certified Floodplain Manager (inactive).

### RELEVANT EXPERIENCE

#### **Alton by Kolter Homes Palm Beach Gardens, FL**

Civil Engineer for the 684 Acre, 1,400 Unit, Mixed Use Development located in Palm Beach Gardens. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Engineering inspection, plat revisions, utility easements and utility coordination. Fee: \$1,000,000+

#### **Seminole Improvement District, Westlake, FL**

Civil Engineer for the Seminole Improvement District, also known as the City of Westlake, is overseeing a project with developer Minto to construct 4,546 residential units and 2.2 million square feet of commercial space on the property covering nearly six square miles. Provided engineering services for the district and developments, including reviews, submissions, coordination, and meetings. Fee: \$1,508,729. +

#### **Arbor Parc aka Mediterranea CDD, Riviera Beach, FL**

Civil Engineer for Arbor Parc now the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$958,2967. +

#### **Becker Road at Wilson Grove, Port St. Lucie, FL**

Civil Engineer for the approximately 2,500-acre community development in Port St. Lucie, FL, formerly known as Wilson Grove. The 2-mile Becker Road extension will allow for seamless access to I-95 at two interchanges. Engineering Design Services were provided for the residential development and the 2-mile extension of Becker Road. Fee: \$1,913,076. +

#### **Avalon Trails, Delray Beach, FL**

Civil Engineer responsible for Engineering Permitting, Engineering Design, bidding assistance, Type II Lake Excavation Plans, Plat Calculations and Research, Plat Preparations, Plat Processing, Permanent Reference Monuments, Permanent Control Points, GPS Control Surveys, Team Meeting Coordination, Abandonment Sketch and Legal Descriptions, LWDD Easement Sketch & Legal Descriptions. . Fee: \$584,000.+

#### **Phone:**

561-392-1991

#### **Fax:**

561-750-1452

#### **Email:**

hayes@cwiasoc.com

#### **Registrations:**

Professional Engineer  
Florida #71564 (2017)

#### **Education:**

Bachelor of Science  
Civil Engineering  
Florida Atlantic University  
(2006)

Masters of Science  
Civil Engineering  
Florida Atlantic University  
(2007)

Continuing Education  
Seminars in  
Civil Engineering  
(2010-present.)

#### **Years of Experience:**

Total: 21  
With CWI: 7

## PROJECT ENGINEER BOCA RATON OFFICE



MATTHEW V. KAHN, P.E.

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

matthew@cwiasoc.com

**Registrations:**

Reinforcing  
Engineer  
Florida # 82227 (2016)

**Education:**

Bachelor of Science  
in Civil Engineering  
Drexel University (2011).

**Years of Experience:**

Total: 13  
With CWI: 7

Mr. Kahn has contributed his expertise to diverse projects varying in scale from single-family residential to multi-family residential, mixed-use, commercial, and institutional projects. His role encompasses comprehensive civil engineering consulting, project management, design and calculations. Additionally, Mr. Kahn adeptly handles the intricate processes of permitting and project finalization with various civil-related permitting agencies. Notable projects include the Ocean Delray Condominium, the Royal Palm Place Hotel in Boca Raton, and the Mainstreet at Boynton Shopping Center in Boynton Beach.

### RELEVANT EXPERIENCE

#### **Coconut Crossing, Palm Beach Gardens, FL**

Civil Engineer in charge of reinforcing engineering services including preparing paving, grading, drainage, pollution prevention, water distribution, and sanitary sewer plans, as well as off-site turn lane plans. Additionally, assisted the site planner with site plan approval and managed permitting and processing for multiple agencies, including Palm Beach County Land Development Agency, Palm Beach County Water Utilities Department, South Water Management District, Indian Trails Improvement District, and Florida Department of Environmental Protection. Fee: \$174,015. +

#### **318 S.E. 5th Avenue mixed use, Delray Beach, FL**

Civil Engineer to provide comprehensive engineering services for this project. Including submit plans for approval to various agencies. This project Mr. Kahn was also involved pre-construction meetings, coordinating existing improvements, and providing paving & grading plans, pollution prevention plans, Water Distribution Plans, Sanitary Sewer Plans and Composite Utility Plan. Fee: \$74,690.+

#### **Mainstreet at Boynton, Boynton Beach, FL**

Civil Engineer for the Mainstreet at Boynton formerly Fountains East. Design Phase Engineering prepared detailed construction drawings for water distribution, sanitary sewer, and storm drainage systems, providing all utilities required for all tenants. Coordinating with Sprouts refrigeration consultants for necessary connections. Plans were submitted for approval to various agencies. Fee: \$647,348. +

#### **Royal Palm Hotel, Boca Raton, FL**

Civil Engineer for the Royal Palm Hotel with services including leading meetings; and approving plans for paving, grading, drainage, water distribution, sanitary sewer, pollution prevention and dry utility. In addition, provided permitting processes with the City of Boca Raton, SFWMD, FDEP, and FDOT, as well as engineering construction services. Fee: \$90,000.+

#### **1901 S. Ocean Condominium, Delray Beach, FL**

Civil Engineer. Provided oversight during construction to ensure compliance with approved engineering plans and specifications, conducting inspections and tests as necessary. Conducted pre-construction meetings, reviewed and approved shop drawings, observed the removal of existing improvements, inspected construction materials on-site, and verified proper construction techniques for sanitary sewer, water distribution, and storm drainage systems. Fee: \$248,413. +

## CONSTRUCTION INSPECTOR BOCA RATON OFFICE



CHARLES GARD

Charles Gard has 26 years of experience serving as a construction inspector. He has coordinated inspections with numerous municipalities including cities, counties and FDOT.

Mr. Gard's experience includes providing inspections for underground utility installations such as sewer mains, storm drainage, water mains, force mains, reclaim water mains, and lift stations, along with testing and lamping.

He has also provided inspection oversight for density testing.

### RELEVANT EXPERIENCE

#### ***Wilson Groves, Port St. Lucie, FL***

Construction Inspector for a 2,500-acre proposed residential project. GPS surveying techniques were used to conduct a right-of-way survey and base sheet generation for three miles of Rangeline Road for project access. Parcel acquisition sketch(s) and legal description(s) for the proposed thoroughfare roads that transect the project were also prepared. Fee to date Fee: \$1,913,076. +

#### ***Arbor Parc aka Mediterranea CDD, Riviera Beach, FL***

Construction Inspector for the Mediterranea Community Development District (CDD), which is responsible for the water, wastewater and stormwater systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$958,2967. +

#### ***Alton by Kolter Homes, Palm Beach Gardens, FL***

Construction Inspector for the mixed-use development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) for this project. Fee: \$1,000,000. +

#### ***Fountains East aka Mainstreet, Boynton Beach, FL***

Construction Inspector for Mainstreet at Boynton (formerly Fountains East). The project included extensive design-phase engineering, construction drawings for utilities, coordination with consultants, and permit applications to various agencies. CWI conducted an ALTA/NSPS Land Title Survey and provided Boundary Surveys for Overall MUPD and plat submittal, including plat preparation and processing, Title Search Report, Title Certificate, Permanent Reference Monuments, and Specific Purpose Survey for Right-of-way dedication. Fee: \$647,348. +

#### ***Palm Beach Plantation CDD, Royal Palm Beach, FL***

Construction Inspector for the Palm Beach Plantation Community Development District. The District is a 250 Acre, development. Services provided for this project were the planning, creation, and monitoring of the Community Development District. Fee: \$191,194. +

#### **Phone:**

561-392-1991

#### **Fax:**

561-750-1452

#### **Email:**

*c a li* @cwiassoc.com

#### **Years of Experience:**

Total: 36

With CWI: 26

# PRINCIPAL SURVEYOR/MAPPER BOCA RATON OFFICE



DAVID P. LINDLEY, P.L.S.  
SR. VICE PRESIDENT &  
DIRECTOR OF SURVEYING

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

dave@cwiassoc.com

**Registrations:**

Professional  
Surveyor & Mapper  
Florida #5005 (1999)

Professional  
Surveyor & Mapper  
N. Carolina #4795 (2009)

**Education:**

Associate of Science  
Land Surveying  
Palm Beach Community  
College 1990

United States Army  
Surveyor 1982-1985

**Affiliations:**

- Greater Deerfield Beach Chamber of Commerce
- American Congress on Surveying & Mapping
- National Society of Professional Surveyors

**Years of Experience:**

Total: 42

With CWI: 39

Mr. Lindley joined Caulfield & Wheeler, Inc. in 1985 and has since provided land surveying services throughout southeast Florida. As the Director of the Land Surveying Department, he oversees the Computer Automated Drafting Department. With over 40 years of experience, Mr. Lindley has a successful track record in completing engineering and land surveying projects for public and private entities. He specializes in Geodetic Control Surveys and Route and Location Surveys for surface and subsurface mapping of existing utilities for design plan base maps, sketch, and legal descriptions

**RELEVANT EXPERIENCE**

**City of Tamarac Sabal Palm Park, Tamarac, FL**

Project Surveyor to provide surveying & mapping services for the City of Tamarac, CWI was tasked with providing a Boundary, Topographic, and Tree survey in furtherance of a future park development funded by a \$1,000,000 grant from the Florida Department of Environmental Protection (FDEP). CWI's 3D Laser Scanning Department conducted \$6,840.00.+

**East Boynton Beach Little League Park, Boynton Beach, FL**

Professional Surveyor & Mapper for Caulfield & Wheeler Inc. (CWI) Under a continuing service contact with the city of Boynton Beach, CWI was tasked with providing a boundary, topographic and tree survey of an approximately 12-acre parcel near the intersection of Woolbright Rd and I-95 to further the development of a private athletic training facility. CWI utilized terrestrial and aerial LiDAR to acquire topographic data, and traditional GPS surveying for the boundary and tree surveys. Aerial photogrammetry was used to produce a geo-referenced orthomosaic. Fee: \$14,840.+

**Wells Landing - NE 10th Ave. & NE 9th Ave., Tamarac, FL**

Professional Surveyor & Mapper to conduct a 2-mile route survey for NE 9th Ave from Seacrest Blvd to Federal Highway. The project involves locating all visible fixed improvements, utilities (FP&L, Bell South, Cable TV, Natural Gas, Potable Water, Reclaimed Water Mains, Force Mains, Sanitary Sewer, Storm Sewers), and coordinating with Sunshine and the City for underground piping. Additionally, a Boundary and Topographic Survey will be conducted for MLK Jr Blvd (10th) from Seacrest Blvd to Federal Highway, including the 4 CRA lots. \$22,000.+

**Avenir CDD, Palm Beach Gardens, FL**

Professional Land Surveyor in charge of surveying and mapping services for the Avenir development District. Services included Boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. A portion of the land is to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard. Additionally prepare POD Plats, define parcels, tracts, rights-of-way and easements. Fee: \$1,020,000.+



# PRINCIPAL SURVEYOR/MAPPER FLOODPLAIN MANAGER BOCA RATON OFFICE



JEFFREY R. WAGNER, P.L.S.  
VICE PRESIDENT

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

wa@cwiassoc.com

**Registrations:**

Certified Floodplain  
Manager (2015)

re in  
Surveyor & Mapper  
Florida #5302 (1994)

Professional Land  
Surveyor  
Alabama #27948 (2006)  
Professional Land  
Surveyor TN #2590 (2007)

Professional Land  
Surveyor  
N. Carolina #4911 (2010)

Professional Land  
Surveyor KY #4069 (2013)

**Education:**

Field Artillery Surveyor  
Active Duty: 1982-1985  
U.S. Army 1982

Field Artillery Surveyor  
Reserve: 1986-1994  
U.S. Army 1986

**Years of Experience:**

Total: 39

With CWI: 39

Mr. Wagner's tenure at Caulfield & Wheeler, Inc. since 1985 has been marked by his evolution from an instrument man to a leader managing field survey crews and office personnel. His extensive experience includes overseeing a diverse array of projects, ranging from roadway construction and boundary surveys to topographic surveys. In addition to his core responsibilities, Mr. Wagner also excels in handling specialized tasks such as FEMA Letter of Map Revisions and has completed 80 letter of Map Revisions. His multifaceted skill set and dedication to excellence make him a valuable asset to the company.

## RELEVANT EXPERIENCE

### **Atlantic Avenue & A1A, Delray Beach, FL**

Professional Land Surveyor in charge of the preparation of a Topographic Survey of the Subject Property. Survey included existing asphalt, striping, sidewalks, building walls, dumpster, site light poles and tree locations, and Coastal Construction Control Line Location. Fee \$65,200.00.+

### **Ibis Golf and Country Club, West Palm Beach, FL**

Professional Land Surveyor for the development of the 1,864 unit, 1,923 acre Ibis Golf & Country Club to complete preliminary planning, boundary and topographic surveys, and construction staking of the buildings and utilities. CWI also provided platting, civil engineering design, permitting and certification, landscape design, construction engineering inspection and monitoring, construction survey layout, and asbuilts for the 33 distinct communities. Fee: \$600,000+

### **Wilson Groves, Port St. Lucie, FL**

Professional Land Surveyor in charge of Boundary, Topographic, and Control Surveying along with Wetland and Contour Mapping for a 2500 acre proposed residential project. GPS surveying techniques were used to conduct a right-of-way survey and base sheet generation for three miles of Rangeline Road for project access. Parcel acquisition sketch(s) and legal description(s) for the proposed thoroughfare roads that transect the project were also prepared. Fee to date \$102,880.+

### **Lynn Cancer Institute at Boca Raton Regional Hospital, Boca Raton, FL**

Professional Land Surveyor for the three-story Lynn Cancer Center which is approx. 98,000 SF and is located on a four-acre site at the Northwest corner of 7th Avenue and Northwest 13 Street in Boca Raton, FL. Civil Engineering, Surveying, Planning and Landscape Architecture services were all provided for the state-of-the-art Lynn Cancer Center. Caulfield & Wheeler has provided pre-construction design surveys for this great local institution for the past few decades. Fee: \$303,833.+

## SURVEY PROJECT MANAGER BOCA RATON OFFICE



OWEN M. RIGGS, P.S.M.,  
LEED AP  
VICE PRESIDENT &  
SURVEYING MANAGER

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

owen@cwiassoc.com

**Registrations:**

Professional  
Surveyor & Mapper  
Florida #6967 (2013)

LEED® Accredited  
Professional, United States  
Green Building Council  
USGBC, (2008)

**Education:**

Bachelor of Science  
Civil Engineering  
Florida Atlantic  
University (2008)

**Affiliations:**

- American Society of Civil Engineers (2003-present)
- Florida Survey & Mapping Society (2002-present)

**Years of Experience:**

Total: 21  
With CWI: 21

Mr. Riggs has been surveying in Palm Beach County since 2002 and graduated from FAU with a bachelor's in civil engineering in 2008. He has been a licensed Surveyor & Mapper since 2013 and serves as a Vice President and Survey Manager at CWI's Boca Raton office. With expertise in overseeing field crews and CAD technicians, Mr. Riggs manages multiple projects simultaneously, handling all aspects from design-based surveys to final survey closeout packages. Mr. Riggs is proficient in AutoCAD, and also performs drafting for calculations and as-builts.

### RELEVANT EXPERIENCE

#### **Alton by Kolter Homes, Palm Beach Gardens, FL**

Professional Surveyor & Mapper. Caulfield & Wheeler Inc. was the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000.+

#### **Arbor Parc aka Mediterranea CDD, Riviera Beach, FL**

Professional Surveyor & Mapper. Caulfield & Wheeler Inc. (CWI) is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$958,2967. +

#### **Avenir CDD, Palm Beach Gardens, FL**

Professional Surveyor & Mapper. In charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. Land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to SFWMD along with additional ROW to PBC for Northlake Blvd. Prepared POD Plats, defined parcels, tracts, ROW and easements. Fee: \$1,020,000+

#### **Donald Ross Road for Alton, Palm Beach Gardens, FL**

Professional Surveyor & Mapper. Construction of 4253 Linear Feet of roadway, pathway, electrical, lighting, irrigation, and landscape improvements for Donald Ross Rd, Heights Blvd, and Parkside Dr, for the Alton planned community development. Caulfield & Wheeler Inc. was contracted by J.W. Cheatham Rd building & earthmoving contractors to provide surveying & construction staking services. Fee: \$117,000.+

#### **Coconut Cove, Fort Pierce, FL**

Professional Surveyor & Mapper for The Coconut Cove development by Lennar Homes, LLC located in St. Lucie County, contracted to provide Engineering Design Services for the residential development including Site Geometry Plan, Soils Testing Coordination, Paving & Grading Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plan, Off-Site Turn Lane Plan, Off-Site Utility Connection Plans, Cost Estimates/ Specifications. Fee to date: \$829,436. +

## SURVEY PROJECT MANAGER PORT ST. LUCIE OFFICE



RONNIE L. FURNISS, P.S.M.

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

ronnie@cwiassoc.com

**Registrations:**

Professional  
Surveyor & Mapper  
Florida #56272 (2001)

**Education:**

FDOT, EFB, CEFB  
Autodesk Civil 3D Course  
Broward Community  
College - 2019

**Years of Experience:**

Total: 39  
With CWI: 6

Mr. Furniss has extensive experience providing Surveying and Mapping services. He manages land surveying projects across Florida, from Baker County to the Florida Keys, serving as Survey Manager for the North Division. His expertise includes AutoCAD Civil 3D, CAiCE, FDOT's EFB, CEFB, Trimble GPS Software, and Hypack Hydrographic Software. Mr. Furniss specializes in geodetic control surveys, route and location surveys, boundary surveys, hydrographic surveys, wetland mapping, stormwater mapping, topographic surveys, and tree surveys. He is a member of FSMS, ACSM, and NSPS.

### RELEVANT EXPERIENCE

---

#### **Avenir CDD, Palm Beach Gardens, FL**

Professional Land Surveyor in charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. Also prepared POD Plats, defined parcels, tracts, rights-of-way and easements. Fee: \$1,020,000.+

#### **Coconut Cove, Fort Pierce, FL**

Professional Land Surveyor for The Coconut Cove development by Lennar Homes, located in St. Lucie County, contracted to provide Engineering Design Services for the residential development including Site Geometry Plan, Soils Testing Coordination, Paving & Grading Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plan, Off-Site Turn Lane Plan, Off-Site Utility Connection Plans, Cost Estimates/Specifications. Fee to date: \$829,436. +

#### **Wilson Groves, Port St. Lucie, FL**

Professional Land Surveyor in charge of Boundary, Topographic, and Control Surveying along with Wetland and Contour Mapping for a 2500 acre proposed residential project. GPS surveying techniques were used to conduct a right-of-way survey and base sheet generation for three miles of Rangeline Road for project access. Parcel acquisition sketch(s) and legal description(s) for the proposed thoroughfare roads that transect the project were also prepared. Fee to date \$102,880.+

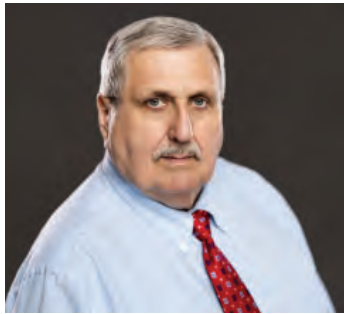
#### **LWDD TDR Parcels, Delray Beach, FL**

Professional Land Surveyor providing Boundary Surveying services for the TDR parcels section which is located in Palm Beach County, just East of L40 Canal and West of W. Atlantic Avenue. CWI prepared 20 sketch Legal Descriptions acceptable to PBC for review for the TDR parcels GL Homes was purchasing from LWDD. Fee: \$150,585.+

#### **Tradition WG6B, Port St. Lucie, FL**

Professional Land Surveyor and Mapper for Tradition, including conducting Boundary Surveys, Plat Surveys, Plat calculations, and Plat Preparation. Additionally engineering services Title Search Reports, Title Certificates, and Permanent Control Points. Provided Engineering Services for the Permitting Phase and Composite Utility, including Estimates, Bond Acquisitions, and responding to requests for information. Ensured compatibility between Potable Water, Wastewater, Storm Sewer, Landscaping, Irrigation, FPL, Cable, Internet, and Amenities in preparation of composite utility plans . \$567,460. +

## SURVEY PROJECT MANAGER BOCA RATON OFFICE



DAVID E. ROHAL, P.S.M.

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

[drohal@cwiasoc.com](mailto:drohal@cwiasoc.com)

**Registrations:**

Professional  
Surveyor & Mapper  
Florida #LS4315 (1986)

**Education:**

Associate of Art  
1973  
University of Florida

**Years of Experience:**

Total: 48  
With CWI: 5

Mr. Rohal launched his surveying career in 1975 with the Miami-Dade County Parks and Recreation Department, swiftly progressing to crew chief. Transitioning to Broward County in the late 1970s, he secured a position with a private engineering/surveying firm, earning his Florida professional surveyor's license in 1986. Specializing in construction layout, boundary and topographic surveys, submerged land leases, and plat preparation, Mr. Rohal has contributed to projects for Florida Power and Light Co., the Army Corps of Engineers, and several South Florida municipalities.

### RELEVANT EXPERIENCE

#### ***Jupiter Inlet Lighthouse, Jupiter, FL***

Professional Land Surveyor for Caulfield & Wheeler, Inc. (CWI) was contacted by the Loxahatchee River District for the Septic to Sewer conversion for the Jupiter Inlet Lighthouse in Jupiter Florida. Mr. Rohal played an instrumental part in the surveying of this project for FPL Utilities water and sewer easements. Fee: \$37,400.+

#### ***East Boynton Beach Little League Park, Boynton Beach, FL***

Professional Surveyor & Mapper for Caulfield & Wheeler Inc. (CWI) Under a continuing service contact with the city of Boynton Beach, CWI was tasked with providing a boundary, topographic and tree survey of an approximately 12-acre parcel near the intersection of Woolbright Rd and I-95 to further the development of a private athletic training facility. CWI utilized terrestrial and aerial LiDAR to acquire topographic data, and traditional GPS surveying for the boundary and tree surveys. Aerial photogrammetry was used to produce a geo-referenced orthomosaic. Fee: \$14,840.+

#### ***LWDD TDR Parcels, Delray Beach, FL***

Professional Land Surveyor who was contracted by GL Acquisitions Corporation to provide Boundary Surveying services for the TDR parcels section which is located in Palm Beach County, just East of L40 Canal and West of W. Atlantic Avenue. CWI prepared 20 sketch Legal Descriptions acceptable to PBC for review for the TDR parcels GL Homes was purchasing from LWDD. Fee: \$150,585.+

#### ***The Mason, Vero Beach, FL***

Provided professional surveying and mapping services for the Aspire Vero Beach project (formerly Vero the Mason) located at 7590 20th St, Vero Beach, FL 32966. The project includes a three-story garden-style community with 176 units on 21.99 acres, featuring amenities such as a clubhouse, fitness center, pool, dog park, and detached garages. Services included Form-board Surveys, Final Surveys, Stakeout for utilities, curbing, and buildings, as well as As-builts for various infrastructure components. Elevation Certificates, water easement sketches, and descriptions were also provided. Fee: \$141,955.+

## SURVEY PROJECT MANAGER BOCA RATON OFFICE



SCOTT PIRTLE, P.S.M.

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

scott@cwiassoc.com

**Registrations:**

Professional  
Surveyor & Mapper  
Florida #LS5630 (1996)

**Education:**

Associate of Art  
1984-1987  
Broward College  
Survey Courses  
1991-1994  
Palm Beach College

**Years of Experience:**

Total: 41  
With CWI: 6

Mr. Pirtle boasts an impressive 41-year tenure in land surveying. Notably, he has led the production of over 10,000 residential surveys in Southern Florida.

As a Florida Professional Surveyor and Mapper, he has played a crucial role overseeing about 90% of all new home surveys in Parkland since 1994.

### RELEVANT EXPERIENCE

---

***Akai Estates, Southwest Ranches, FL***

Professional Land Surveyor services for AKAI Estates, an approximately 44-acre luxury community located in Western Broward County in Southwest Ranches a suburb of Fort Lauderdale located at 4760 Akai Dr, Southwest Ranches, FL 33332. The development will have 16 residences ranging from 7,000 to 15,000 square feet each on 2 acre lots. Fee: \$138,475.+

***Cambria Parc aka Flavor Pict Nursery, Boynton Beach, FL***

Professional Land Surveyor services including planning, civil engineering design, surveying, and landscape architecture services for the property, which is approximately 40 acres, zoned for 256 townhomes, of which 34 units are Workforce Housing. Services provided included proposed water distribution, sanitary sewer systems, storm drainage systems, and finished paving grades due diligence, boundary surveys of the new plat limits, plat calculations, research and preparation, & plat processing. Fee: \$547,000.+

***Cascata at MiraLago, Parkland, FL***

Professional Land Surveyor services including site geometry plans, soils testing coordination, paving, grading, and drainage plans, design plans, sales center plans, water distribution plans, sanitary sewer plans, pollution prevention plans, cost estimates and construction specifications, permitting, control structure design, and FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000.+

***LWDD TDR Parcels, Delray Beach, FL***

Professional Land Surveyor services including boundary surveying services for the TDR parcels section which is located in Palm Beach County, just East of L40 Canal and West of W. Atlantic Avenue. CWI prepared 20 sketch Legal Descriptions acceptable to the County for review for the TDR parcels GL Homes was purchasing from LWDD. Fee: \$150,585.+



*RHIED A. WHITE*

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

[rhied@cwiasoc.com](mailto:rhied@cwiasoc.com)

**Education:**

Associate in Mathematics,  
Bachelors in General  
Studies - Florida Atlantic  
University, 2023

**Years of Experience:**

Total: 14

With CWI: 11

Mr. White is an experienced surveyor who had worked on numerous projects that have included boundary determination, drafting, and field locations by means of both conventional surveying methods and static LiDAR scanning for route surveys, boundary, construction layout, topographic, hydrographic, roadway layout, sectional surveys and section breakdown, special purpose location surveys, ALTA/ACSM Land Title Surveys, control, as-built surveys, digital terrain models, and 3D point clouds.

In addition, he has an exceptional knowledge of AutoCAD and Cyclone.

## RELEVANT EXPERIENCE

---

### ***Arbor Parc aka Mediterranea CDD, Riviera Beach, FL***

CAD Technician / LiDAR Specialist for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$958,2967. +

### ***Cobblestone Commons & Wawa, Boynton Beach, FL***

CAD Technician / LiDAR Specialist providing Professional Surveying and Mapping services for a development and construction of commercial retail center with multiple out-parcels, including a Chase Bank, Pollo Tropical, and Wawa gas station. Surveying services provided included topographic surveys, land title surveys, calculations, stakeouts, and as-builts. Fee: \$261,000.+

### ***Shamrock of Sunrise, Sunrise, FL***

CAD Technician / LiDAR Specialist providing professional surveying and mapping services for Shamrock of Sunrise, an apartment community that is located at 4001 N Pine Island Rd, Sunrise, FL 33351. CWI provided the following surveying services for the purpose of a new gate system; On-site Benchmarks, HDS Scan for locations. Set up for crew to run bench boundary calculations. Our professional surveyors provided calculations, scans, drafting and CAD drawings. Fee: \$8,902.+

### ***Lauderhill Goodrich Calcutta First Addition, Lauderhill, FL***

CAD Technician / LiDAR Specialist at CWI who provided professional surveying and mapping services for Azalea Isle, a 7-acre community development in Lauderhill, Florida. Services included Alta/NSPS Land Title Survey, Topographic Survey, tree surveying, drafting of improvements and canal right-of-way, staked crossings and elevations, as-built utilities, and aerial LiDAR and Photogrammetry. The project was located less than a mile west of the Florida Turnpike and south of West Oakland Park Blvd at 5511 NW 27 Ct, Lauderhill, FL 33319. Fee: \$46,757.+

**DIRECTOR SPECIAL PROJECTS &  
UAS OPERATIONS  
BOCA RATON OFFICE**



ANDREW L. BECKWITH, CSTI

**CERT. SURVEY TECHNICIAN  
LEVEL I [0224-8299]**

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

andrew@cwiassoc.com

**Registrations:**

FAA Part 107 #4213193

**Education:**

College of Engineering  
Florida Atlantic University  
Enrolled (2021-2024)

Associate in Arts  
Palm Beach Community  
College (2020)

Political Science  
University of Florida  
(2001-2005)

**Affiliations:**

- ASCE
- ASPRS
- ABC
- AGC
- FES
- FSMS

**Years of Experience:**

Total: 6  
With CWI: 6

Mr. Beckwith joined Caulfield & Wheeler, Inc. (CWI) in 2018, specializing in Unmanned Aerial Systems (UAS) services. His role involves overseeing the acquisition and processing of aerial LiDAR and photogrammetry data using drones, managing pilots and equipment, and handling critical assignments within the Special Projects Department. Currently pursuing a combined Bachelors & Masters in Civil Engineering and Geomatics at Florida Atlantic University, Mr. Beckwith has a strong record of completing UAS and Business Development projects successfully. With over 500 hours of UAS flight time, he has extensive experience with various manufacturers and models of systems, adapting to different project requirements. Actively engaged in state and local engineering, land surveying, and UAS operations societies and programs, Mr. Beckwith is dedicated to advancing these professions.

**RELEVANT EXPERIENCE**

***Avenir CDD, Palm Beach Gardens, FL***

Director of UAS operations for Multiple UAS LiDAR Operations throughout the community. In charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. Land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to SFWMD along with additional ROW to PBC for Northlake Blvd. Prepared POD Plats, defined parcels, tracts, ROW and easements. Fee: \$1,020,000+

***Boynton Beach Eco Park, Boynton Beach FL***

Director of UAS operations for Aerial Photogrammetry for the Boynton Beach Eco Park for Fox Ridge Capital, conducting a Specific Purpose Survey with topographic elevations and a Tree Survey. They later expanded the survey and performed an ALTA/NSPS Land Title Survey. In 2023, CWI was contracted by the City of Boynton Beach for a Boundary, Topographic, and Tree Survey of the Eco Park site, using aerial photogrammetry and terrestrial lidar for elevations. Fee: \$49,890.+

***SFWMD SMA 8.8 Phase 2 Levee Rehabilitation, Miami, FL***

Director of UAS operations for the planning, data acquisition, LiDAR and photogrammetry processing and drafting of 2.5 miles of aerial lidar to be used in a topographic as-built survey. Fee: \$37,000.+

***East Boynton Beach Little League Park, Boynton Beach, FL***

Director of UAS operations for Aerial Photogrammetry for the city of Boynton Beach as a part of the services along with a boundary, topographic and tree survey of an approximately 12-acre parcel near the intersection of Woolbright Rd and I-95 to further the development of a private athletic training facility. CWI utilized terrestrial and aerial LiDAR to acquire topographic data, and traditional GPS surveying for the boundary and tree surveys. Aerial photogrammetry was used to produce a geo-referenced orthomosaic. Fee: \$14,840.+



*G. ALLAN HENDRICKS, P.L.A.*

**VICE PRESIDENT &  
DIRECTOR OF LANDSCAPE  
ARCHITECTURE**

**Phone:**

561-392-1991

**Fax:**

561-750-1452

**Email:**

[allan@cwiasoc.com](mailto:allan@cwiasoc.com)

**Registrations:**

Professional  
Landscape Architect  
Florida #LA6666974  
(2004)

**Education:**

Bachelor of Science  
Landscape Architecture  
University of Florida  
Graduated with High  
Honors (2002)

Continuing Education in  
Landscape Architecture  
2002-present.

**Years of Experience:**

Total: 22  
With CWI: 22

Mr. Hendricks oversees project management, design, and approval processes within CWI's Landscape Architecture department. has been with Caulfield & Wheeler, Inc. since 2002, offering Landscape Architecture Services for projects across South Florida.

His portfolio includes a wide range of projects, from community developments to serene meditation gardens for local Cancer Healing Centers. With 20+ years of experience, he has contributed to various design, permitting, and construction projects, encompassing residential communities, commercial properties, and environmental landscape designs. His expertise also extends to coastal design and permitting, as well as tree preservation, mitigation plans, and monitoring.

## RELEVANT EXPERIENCE

---

### ***Seminole Improvement District, Westlake, FL***

Landscape Architect for the Seminole Improvement District, in the City of Westlake. Developer Minto is constructing 4,546 residential units and 2.2 million square feet of commercial space on the property formerly known as Callery-Judge Groves. Covering nearly six square miles. Fee: \$1,508,729. +

### ***Villages of Windsor, Lake Worth, FL***

Landscape Architect for Villages of Windsor which provided professional architectural landscape services for 2,000 acres of residential and commercial land development. Landscape Architecture provided landscape design plans for the entrances, recreations parcels, typical home sites, model center, community buffers and roadways. Permitting was provided for construction observation to turn over process. Fee: \$74,000.+

### ***Palm Beach Plantation CDD, Royal Palm Beach, FL***

Landscape Architect for the Palm Beach Plantation Community Development District. The District is a 250-acre development. Services provided for this project were the planning, creation, and monitoring of the Community Development District. Fee: \$745,000 solution was prepared allowing for further development of the adjacent commercial parcel. Fee: \$191,194.+

### ***Lynn Cancer Institute at Boca Raton Regional Hospital, Boca Raton, FL***

Landscape Architect for the three-story Lynn Cancer Center which is approx. 98,000 SF and is located on a four-acre site located in Boca Raton, FL. Civil Engineering, Surveying, Planning and Landscape Architecture services were all provided for the state-of-the-art Lynn Cancer Center. CWI has provided pre-construction design surveys for this great local institution for the past few decades. Fee: \$303,833.+

### ***Watercrest aka Bruschi Property, Parkland, FL***

Landscape Architect CWI's contract with Standard Pacific Homes of Florida to provide Civil Engineering, Surveying, Planning and Landscape Architecture for this 341 acre PUD including 598 residential lots to include civil engineering for all utilities, paving, grading and drainage plans. Fee to date: \$72,000+



## RELEVANT CDD EXPERIENCE

CWI has provided continuing and as-needed contract professional services for numerous special districts and municipalities throughout its 42-year history, including:



PROJECT	ROLE	ACRES	UNITS
Alton/Northern Palm Beach County Improvement District CDD	District Engineer & Surveyor	684	1400
Seminole Improvement District CDD	District Engineer	4000	4500
Western Groves	Engineer & Survey Consultant	1733	4000
Avenir CDD	District Surveyor	4763	3900
Watercrest & Miralago/North Springs Improvement District CDD	Engineer & Survey Consultant	627	1100
Palm Beach Plantation CDD	District Engineer	271	600
Arbor Parc/Mediterranea CDD	District Engineer	69	598



Avenir CDD, Palm Beach Gardens, FL



Seminole Improvement District CDD, Westlake, FL

## RELEVANT MUNICIPAL EXPERIENCE



## REGULATORY AGENCY

CWI's has extensive experience in procurement and construction preparation requirements, and provides consulting services that cover a broad spectrum of expertise including regulatory agency permitting and comprehensive specification drawings.

Our professional civil engineers specialize in planning studies, package preparation, construction plans, technical specifications, and construction administration services for public rights-of-way and City facilities.

We ensure that all our work adheres to the criteria set by regulatory agencies.

Additionally, CWI excels in navigating grant proposals and obtaining funding from government sources. We are skilled in preparing budgets, submitting proposals, and fulfilling reporting requirements for various grant opportunities. Our enduring relationships with government entities demonstrate CWI's dedication to delivering outstanding results.

# SELECTED PROJECT HIGHLIGHTS

PALM BEACH PLANTATION CDD



SEMINOLE IMPROVEMENT DISTRICT CDD



ARBOR PARC - MEDITERRANEA CDD



AVENIR CDD



SABAL PALM PARK



ECO PARK



ALTON KOLTER HOMES NPBCID



EAST BOYNTON LITTLE LEAGUE PARK



LWDD CONSOLIDATED CANAL REHAB



LWDD FAU BOCA L-46 EASEMENT



# PALM BEACH PLANTATION, SPECIAL DISTRICT SERVICES (DIAMOND C RANCH), ROYAL PALM BEACH, FL



## DISTRICT ENGINEER

## LAND SURVEYING

CWI was selected as the Palm Beach Plantation CDD District Engineer for a 250-acre development project that included a twelve-lake system, lake levels, lake banks and stabilization for this project located in Royal Palm Beach, Florida.

Services provided include the planning, creation, and monitoring of the Community Development District. Wells and pumps were added along with revised control structures.

CWI conducted platting, construction staking and as-builts for all housing and infrastructure related to the project. Construction staking was for approximately 10 miles of electric telephone and cable television transmission lines. As-builts in state plane coordinates of these facilities allowed for a simple means of recovering these installations at a future date.



## SEMINOLE IMPROVEMENT DISTRICT, WESTAKE, FL



**ENGINEERING DESIGN  
INSPECTION & PERMITTING  
PLAT REVIEW**

**LANDSCAPE ARCHITECTURE  
UTILITY COORDINATION  
MEETINGS WITH AGENCIES**

CWI was selected as the District Engineer for the Seminole Improvement District aka the City of Westlake. Developer Minto plans to construct 4,546 residential units and 2.2 million square feet of commercial on the property that was formerly known as Callery-Judge Groves and known today as Westlake, which comprises almost six-square miles of land or 4,000 acres.

CWI provides a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including plat review, plan review, permit submission, permit review, utility coordination, site visits and meetings with various agencies and utility providers. CWI's Survey Department has assisted by conducting reviews of sketch and legal descriptions, plat and deed reviews, and pod reviews. Additionally, CWI's Landscape Architecture department provided plan reviews, cost estimating, and inspection services for the district.



## ARBOR PARC - MEDITERRANEA CDD, RIVIERA BEACH, FL



**DISTRICT ENGINEER  
INSPECTION & PERMITTING  
CONSTRUCTION ENGINEERING**

**WATER/WASTEWATER/STORMWATER SYSTEMS  
SITE VISITS  
MEETING WITH VARIOUS AGENCIES**

CWI is the District Engineer for Arbor Parc and the Mediterranean Community Development District (CDD) which is responsible for the water, wastewater and stormwater systems for the entire 69-acre, 598-unit development.

CWI is providing engineering consulting for paving, grading and drainage plans and construction. Additionally, CWI is assisting with the permitting process alongside the following organizations: City of Riviera Beach Engineering Department and Water Utilities Department, Palm Beach County Health Department, South Florida Water Management District for ERP, Dewatering and water use permits, Northern Palm Beach County Improvement District, Florida Department of Environmental Protection.



## AVENIR CDD, PALM BEACH GARDENS, FL



**ENGINEERING DESIGN  
INSPECTION & PERMITTING  
PLAT REVIEW**

**UTILITY COORDINATION  
SITE VISITS  
MEETING WITH VARIOUS AGENCIES**

CWI serves as Professional Surveyor and Mapper in charge of boundary and ALTA survey of a 4,763 acre parcel of land for platting and future land development. A portion of the land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard.

Professional Surveyor and Mapper in charge of preparing POD Plats, defined parcels, tracts, right-of-ways and easements. Worked with site planner, project engineer and the city to define lots, open spaces, parks, lake tracts and easements.

Services include review of current title commitment, establishing corners, site benchmarks, providing topographic elevations for a final design survey. Plans include 3,900 homes, 2 million square feet of office space, 400,000 square feet of retail space, an Avenir Town Center and a 300 room hotel.



## SABAL PALM PARK, CITY OF TAMARAC



**DISTRICT ENGINEER  
INSPECTION & PERMITTING  
CONSTRUCTION ENGINEERING SERVICES**

**MASTER STORMWATER MGMT DESIGN  
CALCULATIONS AND DRAWINGS  
SITE VISITS & MEETINGS W/AGENCIES**

Under a continuing services contract with the City of Tamarac, CWI was tasked with providing a Boundary, Topographic, and Tree survey in furtherance of a future park development funded by a \$1,000,000 grant from the Florida Department of Environmental Protection (FDEP).

The Sabal Palm Park project will develop an eight-acre parcel of land off Commercial Blvd, adjacent to the Florida Turnpike, into a park with a splash pad, picnic shelters, covered fitness area, playground, and sports field. While the elements to be included in the park project have not been finalized, the grant might be used for the shaded playground with a safety surface, multi-purpose rectangular athletic field, picnic facilities, multi-purpose pathway, parking, restroom, security lighting, and native landscaping.

CWI's 3D Laser Scanning Department conducted kinematic terrestrial LiDAR and traditional GPS surveying methods to obtain the topographic data required to produce the deliverables needed for future design plans.





## ECO PARK, BOYNTON BEACH, FL



**SPECIFIC PURPOSE SURVEY  
TOPOGRAPHIC SURVEY**

**TREE SURVEY  
ALTA/NSPS LAND TITLE SURVEY**

Under a Continuing Services Contract with the City of Boynton Beach, CWI is providing Professional Surveying & Mapping services for Boynton Beach Eco Park. A Specific Purpose Survey included topographic elevations, cross sections of canals and lakes, and locating water/sewer valves, manholes, and catch basins, along with inverts, pipe sizes, and materials. A Tree Survey was included.

Permanent structures were located, pavement areas, buildings, dumpster enclosures, fences/walls, curbs, gutters, edge of pavement, and sidewalks were also located. The survey was expanded to include additional areas and an ALTA/NSPS Land Title Survey on the West side of Quantum.

Additional services included providing a Title Search Report, Wetland Delineation, and Seasonal Water Table field marking and survey locates. Aerial photogrammetry and terrestrial truck-mounted LiDAR were used to obtain elevations outside the boundary limits and full right of way.



# EAST BOYNTON LITTLE LEAGUE PARK, BOYNTON BEACH, FL



**BOUNDARY SURVEY  
TOPOGRAPHIC SURVEY**

**TREE SURVEY  
AERIAL & TERRESTRIAL LIDAR & PHOTOGRAMMETRY**

Under a Continuing Survey Services Contract with the City of Boynton Beach, CWI was tasked with providing a boundary, topographic and tree survey of an approximately 12-acre parcel near the intersection of Woolbright Rd and I-95 to further the development of a private athletic training facility.

CWI utilized terrestrial and aerial LiDAR to acquire topographic data, and traditional GPS surveying for the boundary and tree surveys. Aerial photogrammetry was used to produce a geo-referenced orthomosaic.



# ALTON KOLTER HOMES, NORTH PALM BEACH COUNTY IMPROVEMENT DISTRICT



**BOUNDARY SURVEY  
SPECIFIC PURPOSE SURVEY**

**GPS SURVEY  
CONSTRUCTION INSPECTION**

CWI was the Engineer and Land Survey Consultant for the 1,400 Unit, Mixed Use Development, and worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development.

CWI's Engineering and Survey departments worked together with developer Kolter Homes, to provide a vast array of services including but not limited to: boundary surveys, specific purpose surveys, gps surveys, calculations, stakeouts asbuilts, 3D laser scanning, sketch and legal descriptions, mortgage exhibits, team meetings, permit review and submission, project management, locations, construction engineering inspection, plat revisions, utility easements and utility coordination.



## LAKE WORTH DRAINAGE DISTRICT HEADQUARTERS, DELRAY BEACH, FL



**PROFESSIONAL SURVEYING & MAPPING**  
**CIVIL ENGINEERING**

**LANDSCAPE ARCHITECTURE**

CWI was contracted by Lake Worth Drainage District, (LWDD), and later with StrucTech Engineering, Inc., to provide professional Boundary and Topographic surveying services for the LWDD Headquarters. The area covered 13.9546 acres. Services CWI provided included: monuments placed, flood zone classification, gross land area, zoning classification & building setback, exterior dimensions of all buildings at ground level, square footage of exterior footprint of all buildings at ground level, locate all visible improvements, including fences, gates, asphalt, parking spaces, sidewalks, curbs, drives, signage, top of bank, edge of water, sheds, retaining walls etc. inside the property and within five feet beyond the property line.

In addition, CWI located all above-ground utilities including overhead electrical, telephone, cable, street lighting, and other electrical and communications equipment; location and rim elevations of sanitary and storm sewer structures, water main valves, and hydrants; gas valves and all other above ground utility equipment. four permanent benchmarks on-site with a description and elevation. CWI's Topographic survey included all trees with a diameter of 6" or larger, which were located and labeled with diameter and species.



## LWDD CONSOLIDATED CANAL REHABILITATION, PALM SPRINGS, FL



### PROFESSIONAL SURVEYING & MAPPING

CWI provided boundary surveying and mapping services, and stakeout 39, 650 LF of Canals East of Military Trail. CWI provided field staking of the right-of-way lines to determine the limits of clearings for each undisturbed area reach.

The work included all intersecting property lines at each of the right-of-way, removing selective vegetation from portions of the L-7, L-8, L-9 and L-10 canal rights-of-ways, and side trimming all overhanging branches to the right-of-way/property line. Material was mulched on-site or otherwise removed, and all trash and debris found within the canal rights-of-way was properly disposed.

CWI performed a search for existing Right-of-Way control, then staked the North and South lines of the L-8 Canal with survey laths. ("RTK GPS") survey methods established control points to verify their accuracies CWI calculated Right-of-Way points along the L-8 Canal, using data supplied to CWI from the LWDD, then used a RTK GPS unit to search for existing L-8 Right-of-Way control and stake the North and South Right-of-Way line at 100-foot intervals. An AutoCAD file was also created based on surrounding plats and deeds.



## FAU BOCA LWDD L-46 EASEMENT, BOCA RATON, FL



### PROFESSIONAL SURVEYING & MAPPING

CWI was contracted by Florida Atlantic University Boca Raton Campus to provide boundary surveying and mapping services for a Lake Worth Drainage District L-46 Easement. CWI calculated the Right-of-Way control, then staked the N.S.E.W. lines of the L-48 Canal with survey laths at intersecting property corners.

The easement starts from the El Rio Canal to Brevard Court, where the L-46 is leaving FAU and is crossing Glades Road. Calculations were provided to stake the south easement line, and locate the south top of bank and process for permits.-





## APPROACH & METHODOLOGY

CWI recognizes it is essential that the District's objectives are met with effective project management and successful execution within established timelines and budgets.

We understand that every project has challenges, and we are adaptive and flexible with our solutions. CWI's methodology is designed to be adaptable and flexible in the face of unexpected hurdles.

Our Civil Engineers are proactive with engineering plan reviews and risk assessments, and are available throughout the plan review process enabling immediate response to eliminate potential delays and provide efficient design practices. We ensure that the project stays on track and aligned with its objectives.

Our comprehensive methodology integrates cutting-edge technology, expert collaboration, and a commitment to accuracy to ensure the effective execution of this critical contract.

### SCHEDULING METHODOLOGY

In the fast-paced environment of project management, CWI recognizes that establishing a clear and structured scheduling methodology is essential for optimizing time and resources for effectively managing and executing work. Our proposed timeline would begin with a comprehensive project kickoff, where all stakeholders gather to define objectives, deliverables, and key performance indicators. From there, we create a work breakdown structure (WBS), breaking the project into manageable tasks. Each task is assigned a specific

Project Managers will outline a task-specific project approach, typically encompassing the following:

- Define the project scope
- Communicate project goals and timeline
- Develop the project approach & methodology
- Define final deliverables
- Outline steps for contract tasks
- Provide cost estimates and scheduling
- Consider alternative project solutions
- Maximize the client's budget
- Establish a milestone plan
- Allocate resources and subcontractors
- Implement a daily client communication plan
- Generate weekly project reports

timeframe based on its complexity and dependencies. Regular check-in meetings would be scheduled to assess progress, address potential bottlenecks, and adjust timelines as necessary to make sure the project stays on track.

As the project progresses the methodology incorporates agile principles allowing for iterative feedback loops and continuous improvement. This would involve our project managers reviewing completed tasks to evaluate what went well and what could be improved.

## A METHODOLOGY BUILT UPON **THREE FOUNDATIONAL PILLARS**

CWI's approach and methodology includes harnessing advanced technology for data collection, targeting precision analysis, and facilitating collaborative reporting. We are confident in our ability to provide the City with the accurate, actionable data needed to make informed decisions and ensure the long-term success of its utilities projects.



- 1) Data Collection. We employ state-of-the-art surveying technologies including LIDAR, high-precision GPS, and UAS Operations, to capture detailed data about the canals and surrounding areas. This accurate data will be the cornerstone of informed decision-making and effective rehabilitation strategies.
- 2) Precision Analysis. Our experts utilize advanced geospatial software to process and analyses the collected data. This will include generating digital elevation models, hydrological analyses, and land cover assessments. The precision of our analysis will facilitate the identification of areas requiring rehabilitation and support the formulation of targeted action plans.
- 3) Collaborative Reporting. Regular communication and collaboration with the City and its stakeholders will be integral to our methodology. We provide accessible, real-time data through our Project Management platform, enabling stakeholders to visualize project progress and make informed decisions. Our collaborative reporting fosters transparency and streamlines decision-making processes.

CWI adheres to realistic project schedules that are accurate and flexible, with the ability to upgrade and adapt to rapidly changing technology. CWI has extensive experience coordinating with government agencies, and assists in the bidding and services during construction phases and communicates with the construction administration and management.

Further, we understand the need for meaningful public involvement with the community to help residents and stakeholders understand the District's overall project goals and the effects on the community.

CWI's engineers adhere to the highest design standards and recognize the importance of the permitting process.

We maintain on-point analytical data that translates into accurate construction costs, and recognize foreseeable delays including cost control that provide transparency in our deliverables. Our comprehensive methodology integrates cutting-edge technology, expert collaboration, and a commitment to accuracy.

Planning and communication are pivotal in the design phase to ensure the projects are navigated with a thorough understanding of the proposed project concepts and goals. We maintain an informed and responsible approach to every design aspect and decision with pre-planning, research and analysis, weekly reports and thorough, budget-friendly plans.



## WORKLOAD OF THE FIRM

We are confident that we can accommodate this contract and any project assignments. CWI's experienced project managers, engineers and surveyors will bring decades of combined experience to this contract. Our firm currently has a diverse and manageable workload, with several ongoing projects that are progressing smoothly.

As we evaluate our capacity, we anticipate that the projects under the District's engineering contract will seamlessly integrate into our existing and expected commitments.

We have allocated resources effectively, ensuring that our team can dedicate the necessary time and attention to both current tasks and this upcoming initiative. In doing so, we expect to maintain our high standards of quality while meeting deadlines and fulfilling the District's requirements.

The following table shows CWI's Current and Projected Workload based on our contracts:

AGENCY OR MUNICIPALITY	TERM	SERVICES
St. Lucie County	2024-2027	Engineering, Surveying & Mapping
Martin County	2020-2025	Surveying & Mapping
South Florida Water Management District	2021-2024	Surveying & Mapping
City of Tamarac	2022-2025	Surveying & Mapping
Seacoast Utility Authority	2023-2026	Civil Engineering, Surveying & Mapping
City of Palm Bay	2024-2027	Engineering Grant Writing
Northern Palm Beach Co. Improvement District	2024-2027	Engineering, Surveying & Mapping
City of Boynton Beach	2024-2027	Engineering, Surveying & Mapping
City of Oakland Park	2024-2027	Engineering, Surveying & Mapping
Brevard County	2024-2029	Surveying & Mapping
City of Boynton Beach	2024-2027	Engineering, Surveying & Mapping
Town of Highland Beach	2024-2027	Engineering, Surveying & Mapping
City of Dania Beach	2024-2027	Surveying & Mapping
Village of Wellington	2024-2029	Engineering, Surveying, Landscape Arch.
Lauderdale by the Sea	2024-2029	Engineering & Surveying

# QUALITY ASSURANCE / QUALITY CONTROL

Caulfield & Wheeler is dedicated to maintaining the highest standards of Quality Assurance (QA) and Quality Control (QC) throughout the execution of the District's engineering contract, in alignment with the City's goals for accuracy, reliability, and project success.

CWI's commitment to Quality Assurance (QA) begins with a meticulous project planning phase, where we establish a comprehensive QA plan that outlines the specific processes, procedures, and methodologies to ensure accuracy and consistency. This plan will be developed in collaboration with the City to address its unique project requirements.

As part of our QA efforts, we will designate experienced QA professionals who will oversee the entire surveying process. They will be responsible for conducting regular audits, reviews, and evaluations of the data collection, processing, and analysis procedures. These experts will ensure that all activities adhere to industry best practices, regulatory standards, and any specifications outlined by the City.

With a track record of successful projects and a dedication to adopting new technologies, CWI continues to be a key contributor to the development of Florida's infrastructure.

We understand that QA and QC are not static processes but require ongoing monitoring and improvement. Throughout the project's duration, we will maintain an open line of communication with the City address any concerns promptly and implement corrective actions if needed. Lessons learned and feedback received during the project will be integrated into our future QA/QC strategies, enhancing our ability to deliver increasingly reliable and accurate results.

CWI's dedication to Implementing a comprehensive QA/QC framework underscores our commitment to delivering accurate, reliable, and high-quality surveying services for the Professional Surveying and Mapping Services Program.

Our proactive approach to QA/QC will ensure that the project outcomes align with the City's objectives, contributing to the success and sustainability of future capital improvement projects.

CWI Project Managers will regularly assess and adjust the Work Plan to achieve the following objectives:

- ✓ Identify completed activities from the previous week and update the Work Plan accordingly to reflect completion.
- ✓ Evaluate if there are any pending activities that should be addressed.
- ✓ Collaborate with the assigned individuals for specific tasks, ensuring the allocation or alignment of resources to fulfil the defined task objectives.





GATOR



4X4

# TAB 3

## Standard Form 330

# ARCHITECT - ENGINEER QUALIFICATIONS

## PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> RFQ for Engineering Services - Forest Oaks Community Development District	
2. PUBLIC NOTICE DATE Oct. 31, 2024	3. SOLICITATION OR PROJECT NUMBER N/A

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE John F. Wheeler, P.E. / President		
5. NAME OF FIRM Caulfield & Wheeler, Inc.		
6. TELEPHONE NUMBER 561-392-1991	7. FAX NUMBER 561-750-1452	8. E-MAIL ADDRESS john@cwiasoc.com

### C. PROPOSED TEAM *(Complete this section for the prime contractor and all key subcontractors.)*

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCON-TRACTOR			
a.	<input checked="" type="checkbox"/>			Caulfield & Wheeler, Inc  <input type="checkbox"/> CHECK IF BRANCH OFFICE	7900 Glades Rd, Suite 100 Boca Raton, FL 33434	Consulting Engineers, Land Surveyors, Landscape Architects, & UAS Operations
b.	<input checked="" type="checkbox"/>			Caulfield & Wheeler, Inc  <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	410 S.E. Port St. Lucie Blvd., Port St. Lucie, FL 34984	Consulting Engineers, Land Surveyors, Landscape Architects, & UAS Operations
c.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				 <input type="checkbox"/> CHECK IF BRANCH OFFICE		

### D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached)

AUTHORIZED FOR LOCAL REPRODUCTION

STANDARD FORM 330 (REV. 7/2021)

# ORGANIZATIONAL STRUCTURE

## ENGINEERING SERVICES



PRINCIPAL IN CHARGE  
**John F. Wheeler, P.E.**  
*President*



PRINCIPAL ENGINEER  
**Ryan D. Wheeler, P.E.**  
**LEED AP BD+C**  
*Vice President*



PROJECT ENGINEER  
**Timothy J. Foster,**  
**LEED AP BD+C**  
*Vice President*



PROJECT ENGINEER  
**William C. Roberts, P.E.**



PROJECT ENGINEER  
**R. Hayes Templeton, P.E.**



PROJECT ENGINEER  
**Matthew V. Kahn, P.E.**



CONSTRUCTION  
INSPECTOR  
**Charles Gard**

## LAND SURVEYING & MAPPING SERVICES



PRINCIPAL IN CHARGE  
SURVEYING/MAPPING  
**David P. Lindley, P.L.S.**  
*Senior Vice President*



PROFESSIONAL  
SURVEYOR/  
FLOODPLAIN MANAGER  
**Jeffrey Wagner, P.L.S.,**  
**CFM,** *Vice President*



SURVEY PROJECT  
MANAGER  
**Owen M. Riggs, P.S.M.,**  
**LEED AP BD+C**  
*Vice President*



SURVEY PROJECT  
MANAGER  
**Ronnie L. Furniss, P.S.M.**



SURVEY PROJECT  
MANAGER  
**David E. Rohal, P.S.M.**



SURVEY PROJECT  
MANAGER  
**Scott Pirtle, P.S.M.**



GEOSPATIAL MANAGER  
**Rhied A. White**



DIRECTOR SPECIAL  
PROJECTS & UAS  
OPERATIONS  
**Andrew L. Beckwith, CST I**

## LANDSCAPE ARCHITECTURE SERVICES



DIRECTOR LANDSCAPE  
ARCHITECTURE  
**G. Allan Hendricks, RLA**  
*Vice President*



STANDARD FORM 330 (REV. 7/2021)

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>John F. Wheeler, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Principal in Charge</b>	14. YEARS EXPERIENCE	
		a. TOTAL 46	b. WITH CURRENT FIRM 42
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc. (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (Degree AND Specialization) Bachelor of Science in Civil Engineering/ University of Tennessee/1974		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) Professional Engineer, Florida #25478, 1979	

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

Mr. Wheeler has been providing civil engineering services on projects throughout Florida since 1974. Mr. Wheeler has been providing civil engineering services on projects throughout Florida since 1974. Mr. Wheeler assumes the pivotal role of President at Caulfield & Wheeler Inc. (CWI). As the primary contact, Mr. Wheeler orchestrates operations to ensure timely and precise outcomes. He has an extensive 44-year career in Civil Engineering in Florida, and previously held the position of acting city engineer for the City of Deerfield Beach, Florida. Co-founding Caulfield & Wheeler, Inc. in 1982, his mission has been to provide high-caliber technical and professional services that align seamlessly with clients' financial and scheduling needs. With his expertise his proficiency extends to preparing water distribution, sanitary sewer, stormwater management, and paving systems for numerous projects across Southeast Florida. He provides Civil Engineering services ranging from project management, feasibility studies, conceptual designs and layouts, engineering computations, preparation of detailed construction plans and specifications, cost estimating, and construction monitoring and certifications.

Mr. Wheeler is active in several state and local societies and programs representing the Civil Engineering profession:

- American Water Works Association, Life Member
- Water Pollution Control Federation, Member Since 1979
- National Society of Professional Engineers, Member Since 1979
- Florida Engineering Society, Member Since 1979

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Alton by Kolter Homes Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Principal in Charge/Principal Engineer.</b> CWI is the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000+		<input checked="" type="checkbox"/> Check if project performed with current firm
b.	<b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Principal in Charge/Principal Engineer.</b> CWI is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598-Unit Development in Riviera Beach, FL. Fee: \$625,000		<input checked="" type="checkbox"/> Check if project performed with current firm
c.	<b>Becker Road Port St. Lucie, FL</b>	2024	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Principal in Charge/Principal Engineer.</b> Engineering design services and permitting for the residential development Sundance, an approximately 2,500-acre luxury community development. Engineering design services include the overall Master Stormwater Management design and calculations, preparation of detailed construction drawings showing proposed water distribution, sanitary sewer, and storm drainage systems, and roadway grades. Preparation of drainage, hydraulic, and flood routing calculations for SFWMD and City of Port St. Lucie. Fee: \$1,913,076. +		<input checked="" type="checkbox"/> Check if project performed with current firm
d.	<b>Palm Beach Plantation CDD Royal Palm Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Principal in Charge/Principal Engineer.</b> CWI serves as the District Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, 450 unit development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000		<input checked="" type="checkbox"/> Check if project performed with current firm
e.	<b>Seminole Improvement District CDD Engineer and LA Westlake, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Principal in Charge/Principal Engineer.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake, providing a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including Landscape Architecture. Fee: \$1.5M +		<input checked="" type="checkbox"/> Check if project performed with current firm

STANDARD FORM 330 (REV. 7/2021)

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Ryan D. Wheeler, P.E., LEED AP</b>	13. ROLE IN THIS CONTRACT <b>Principal Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 21
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (Degree AND Specialization) Bachelor of Science Civil Engineering Florida Atlantic University 2006		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) Florida Professional Engineer PE71477 2006	

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

Mr. Wheeler is a licensed FL Professional Engineer and holds certification as a LEED® Accredited Professional from the US Green Building Council (USGBC). Mr. Wheeler has been with Caulfield & Wheeler, Inc. since 2003, and has been involved with various projects of diverse scales including single-and multi-family home projects, as well as commercial and mixed-use projects. His range of services spans from handling the design, calculations, and engineering aspects of projects to managing permitting and project finalization with different permitting agencies.

He was a member of the City of Boynton Beach Planning and Development Board, serving as Vice Chair, and the City of Boynton Beach Community Alliance, where he served on the land use, landscaping, and irrigation sub-team to help promote sustainable construction projects within the City.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Alton by Kolter Homes Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Civil Engineer.</b> CWI is the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000+		
b.	<b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Civil Engineer.</b> CWI is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598-Unit Development in Riviera Beach, FL. Fee: \$625,000		
c.	<b>Seminole Improvement District Engineer and LA City of Westlake, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Civil Engineer.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake, providing a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including Landscape Architecture. Fee: \$1.5M +		
d.	<b>Palm Beach Plantation CDD Royal Palm Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Civil Engineer.</b> Caulfield & Wheeler Inc. is the District Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, 450 unit development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000		
e.	<b>Becker Road Port St. Lucie, FL</b>	2024	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Principal Civil Engineer.</b> Engineering design services and permitting for the residential development Sundance, an approximately 2,500-acre luxury community development. Engineering design services include the overall Master Stormwater Management design and calculations, preparation of detailed construction drawings showing proposed water distribution, sanitary sewer, and storm drainage systems, and roadway grades. Preparation of drainage, hydraulic, and flood routing calculations for SFWMD and City of Port St. Lucie. Fee: \$1,913,076. +		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Timothy Foster, LEED AP</b>	13. ROLE IN THIS CONTRACT <b>Principal Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL 18.8	b. WITH CURRENT FIRM 17.3
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (Port St. Lucie, FL)			
16. EDUCATION (Degree AND Specialization) Masters of Science/Electrical Engineering/Florida Institute of Technology/2010 Bachelors of Science/Electrical Engineering/University of Florida/2003		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) Florida/LEED AP BD&C/2016	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Tim Foster has extensive experience providing civil engineering services in both a private consulting and public regulatory capacity. He has experience in a variety of land development engineering projects including large scale residential, commercial, and mixed-use. His typical involvement in a project begins in the planning and conceptual design stage and continues until the project is completely certified and released.

Tim provides excellent client service and excels in multiple basin drainage design, wetland hydrological modeling, and hydraulic analysis, He earned his Bachelors Degree in Electrical Engineering from the University of Florida, and Masters of Science in Electrical Engineering from the Florida Institute of Technology.

19. RELEVANT PROJECTS			
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED		
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
<b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	ongoing	ongoing	
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer &amp; LEED AP.</b> Caulfield & Wheeler Inc. (CWI) is the district engineer for Arbor Parc and the Mediterranean Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69 acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000		
<b>Bella Serra aka Crestwood Royal Palm Beach, FL</b>	2017	2021	
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer &amp; LEED AP.</b> CWI provided all Civil Engineering, Surveying, Mapping, Platting, & Construction Engineering Inspection services since 2015. Caulfield & Wheeler, Inc.'s Engineering Division was responsible for paving and grading plans, site geometric plans, sales center plans, off-site turn lane plans, temporary access road connection plans, soils testing coordination, cost estimates, construction specifications, and agency permitting. Fee: \$1,027,000		
<b>Cascata at MiraLago at Parkland Parkland, FL</b>	ongoing	ongoing	
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer &amp; LEED AP.</b> CWI was contracted to review the existing Surveys and Title Work on the 284-acre parcel formerly known as the Triple H Ranch. CWI provided Site Geometry Plans, Soils Testing Coordination, Paving, Grading, and Drainage Plans, Design plans, Sales Center Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plans, Cost Estimates and Construction Specifications, Permitting, Control Structure Design, FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000		
<b>Lynn Cancer Institute at Boca Raton Regional Hospital Boca Raton, FL</b>	2008	2008	
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer &amp; LEED AP.</b> Three-story Lynn Cancer Center is approx. 98,000 SF and is located on a four-acre site at the Northwest corner of 7th Avenue and Northwest 13 Street in Boca Raton, FL. Civil Engineering, Surveying, Planning and Landscape Architecture services were all provided for the state of the art Lynn Cancer Center. Caulfield & Wheeler has provided pre-construction design surveys for this great local institution for the past few decades. Fee: \$142,000		
<b>Watercrest aka Bruschi Property Parkland, FL</b>	ongoing	2017	
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm <b>Project Engineer &amp; LEED AP.</b> CWI was contracted by Standard Pacific Homes of Florida to provide Civil Engineering, Surveying, Planning and Landscape Architecture for this 341 acre PUD including 598 residential lots to include Civil Engineering for all utilities, paving, grading and drainage plans. Fee to date: \$1,692,000+		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Robert Hayes Templeton, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Civil Project Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL 21	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (Degree AND Specialization) Bachelor of Science Civil Engineering, FAU 2006 Masters of Science Civil Engineering, FAU 2007 Continuing Education Seminars in Civil Engineering 2010-present		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) Florida Professional Engineer - PE71564/2017	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Hayes Templeton has a consistent history of success in civil and highway engineering, and land development management with a special expertise in concept development, permitting, technical proposal development, staff-hour estimations, project management, and design for projects ranging from small rural drainage improvements to highway and airport development projects as large as \$1B+. He is also experienced in preparing bid packages, schedules, and budgets, as well as managing construction, coordinating utility installation, and acquiring development approvals and permits, and also excels at training junior engineers and coordinating project teams with superior technical, problem solving, and analysis skills.

Mr. Templeton has additional experience teaching at the university level. Mr. Templeton's professional strengths include Roadway Design, Drainage Design, Spread Analysis, Nutrient Loading Analysis, Hydraulic/Hydrologic Analysis Modeling, Traffic Control Design, Dewatering Design & Permitting, Project Scheduling, Construction Management Development Approval and Environmental Permit Acquisition, Technical Writing, Public Speaking, and Budgeting.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State) <b>Alton by Kolter Homes Palm Beach Gardens, FL</b>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI serves as Engineer and Land Survey Consultant for the 684 Acre, 400-Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000+	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) <b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> Caulfield & Wheeler Inc. (CWI) is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69 acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) <b>Avalon Trails Delray Beach, FL</b>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI serves as the lead engineering consultant for the 107-acre residential development located on the former Marina Lakes golf course, with development costs exceeding \$15 million. CWI is responsible for the civil engineering plans preparation, bidding assistance, and construction inspection. Fee: \$584,000 +	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) <b>Seminole Improvement District CDD Engineer and LA City of Westlake, FL</b>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI was selected as the District Engineer for the Seminole Improvement District aka the City of Westlake. CWI provides a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including Landscape Architecture. Fee: \$20,000 +	<input checked="" type="checkbox"/> Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State) <b>VillaMar At Toscana Isles Lake Worth, FL</b>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES ongoing	CONSTRUCTION (If applicable) ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> Villamar at Toscana Isles is an upscale single family home community located in Lake Worth, Florida. Caulfield & Wheeler, Inc was contracted to provide Civil Engineering design, Land Surveying, Landscape Architecture, Permitting, and Construction Engineering Inspection for the 208-unit Master Planned Development. Fee: \$375,000 +	<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME <b>William C. Roberts, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Civil Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL 20	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION (City and State)  
Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)

16. EDUCATION (DEGREE AND SPECIALIZATION) Graduated Magna Cum Laude in May 2020 Florida Gulf Coast University U.A. Whitaker College of Engineering Bachelor of Science in Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Professional Engineer, Florida #96781
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Roberts has been immersed in the field of civil engineering since 2004, starting as a drafting technician and swiftly advancing his skills in land development project design. He has evolved into a licensed professional engineer adept at managing all facets of land development design and permitting for both residential and commercial projects.

Throughout his tenure, Mr. Roberts has consistently demonstrated his expertise and proficiency in overseeing the design and permitting processes for diverse land development endeavors, showcasing his commitment and skill in this specialized field. Notable projects include contributions to Tradition at Western Grove in Port St. Lucie and Cascata at Miralago in Parkland, Florida.

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>Coconut Cove Fort Pierce, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Civil Engineer.</b> Engineering Design for the Coconut Cove development by Lennar Homes, LLC located in St. Lucie County, contracted to provide Engineering Design Services for the residential development including Site Geometry Plan, Soils Testing Coordination, Paving & Grading Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plan, Off-Site Turn Lane Plan, Off-Site Utility Connection Plans, Cost Estimates/Specifications.		
b.	(1) TITLE AND LOCATION (City and State) <b>Cascata at Miralago Parkland, Florida</b>	(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 <b>Civil Engineer, CADD Draftsman</b> to review the existing Surveys and Title Work on the 284-acre parcel formerly known as the Triple H Ranch. CWI provided Site Geometry Plans, Soils Testing Coordination, Paving, Grading, and Drainage Plans, Design plans, Sales Center Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plans, Cost Estimates and Construction Specifications, Permitting, Control Structure Design, FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000		
c.	(1) TITLE AND LOCATION (City and State) <b>Tradition WG 6B (Western Grove 6B) Port St. Lucie, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Civil Engineer.</b> Engineering Design for Tradition located in Port St. Lucie for Boundary Survey for Plat., including Plat calculations and research, Plat Preparation, Title Search Report, Title Certificate & Permanent Control Points. In addition, Engineering Services were provided for the Permitting Phase as well as Engineering Services for Composite Utility, Estimates, Bond Acquisition's and requests for information in Preparation of a composite utility plans to check for conflicts between Potable Water, Wastewater, Storm Sewer, Landscaping, Irrigation, FPL, Cable, Internet, and Amenities. Fee: \$565,560.		
d.	(1) TITLE AND LOCATION (City and State) <b>Becker Road Port St. Lucie, Florida</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Civil Engineer.</b> Engineering design services and permitting for the residential development Sundance, an approximately 2,500-acre luxury community development. Engineering design services include the overall Master Stormwater Management design and calculations, preparation of detailed construction drawings showing proposed water distribution, sanitary sewer, and storm drainage systems and roadway grades. Preparation of drainage hydraulic and flood routing calculations for SFWMD and City of Port St. Lucie. Fee: \$1,913,076. +		
e.	(1) TITLE AND LOCATION (City and State) <b>Mediterranea - Pods A-G Riviera Beach, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	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 <b>Civil Engineer. CADD Technician &amp; Draftsman.</b> CWI is the district engineer for Arbor Parc and the Mediterranean Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000		

STANDARD FORM 330 (REV. 7/2021)

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Matthew V. Kahn, P.E.</b>	13. ROLE IN THIS CONTRACT <b>Civil Engineer</b>	14. YEARS EXPERIENCE	
		a. TOTAL <b>13</b>	b. WITH CURRENT FIRM <b>7</b>
15. FIRM NAME AND LOCATION (City and State) <b>Caulfield &amp; Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)</b>			
16. EDUCATION (Degree AND Specialization) <b>Bachelor of Science Civil Engineering Drexel University - 2011</b>		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) <b>Florida/Professional Engineer - 82227/2016</b>	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
 Mr. Kahn has contributed his expertise to diverse projects varying in scale from single-family residential to multi-family residential, mixed-use, commercial, and institutional projects. His role encompasses comprehensive civil engineering consulting, project management, design and calculations.

Additionally, Mr. Kahn adeptly handles the intricate processes of permitting and project finalization with various civil-related permitting agencies.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>Seminole Improvement District Engineer and LA City of Westlake, FL</b>	ongoing	ongoing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake, providing a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including Landscape Architecture. Fee: \$1.5M +	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Community Caring Center of Palm Beach County Boynton Beach, FL</b>	ongoing	ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI is working with the CRA, Boynton Beach, the CCC of PBC to build a new center in the 400 BLK of NW 9th Avenue. Caulfield & Wheeler is leading the team to provide Civil Engineering, Land Surveying, CEI, and Landscape Architecture services, working with stakeholders, and project Architect Asante Design Group. Fee: \$32,250.	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>First Sawgrass Commerce Center aka Lyons Exchange Center Coconut Creek, FL</b>	ongoing	ongoing
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI was chosen to provide Civil Engineering and Land Surveying services on the project, which included ALTA surveys, NSPS Land Title Surveys, Engineering Design, and Engineering Permitting through the various agencies including the City of Coconut Creek. Fee: \$90,000.	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>Palm Beach Plantation CDD Royal Palm Beach, FL</b>	ongoing	ongoing
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> CWI is the District Engineer for the Palm Beach Plantation Community Development District. The District is a 250 Acre, 450 unit development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000	<input checked="" type="checkbox"/> Check if project performed with current firm	
<b>VillaMar At Toscana Isles Lake Worth, FL</b>	ongoing	ongoing
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Civil Engineer.</b> Villamar at Toscana Isles is an upscale single family home community located in Lake Worth, Florida on the corner of Haverhill and Hypoluxo Road. Caulfield & Wheeler, Inc was contracted to provide Civil Engineering design, Land Surveying, Landscape Architecture, Permitting, and Construction Engineering Inspection for the 208-unit Master Planned Development. Fee: \$375,000	<input checked="" type="checkbox"/> Check if project performed with current firm	

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>David P. Lindley, P.L.S.</b>	13. ROLE IN THIS CONTRACT <b>Professional Land Surveyor</b>	14. YEARS EXPERIENCE	
		a. TOTAL 42	b. WITH CURRENT FIRM 39

15. FIRM NAME AND LOCATION (City and State)  
Caulfield & Wheeler, Inc. (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)

16. EDUCATION (DEGREE AND SPECIALIZATION) Associate degree in Land Surveying/1982	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida - Professional Surveyor and Mapper 5005-1982 North Carolina/Professional Land Surveyor 4795-1982
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
1982-1985 United States Army Surveyor  
AutoCAD Civil 3D Class  
16-Hour Florida MTS Class (Bi-annually)

Mr. Lindley has been dedicated to providing Land Surveying Services in southeast Florida since 1985. His expertise spans a wide array of surveying disciplines, including Boundary Surveys, Geodetic Control Surveys, and Route and Location Surveys for both surface and subsurface mapping of existing utilities. He excels in creating design plan base maps, drafting sketch and legal descriptions for easements and parcel acquisition, conducting Accident Surveys, and performing wetland mapping, stormwater mapping, topographic surveys, tree surveys, and platting.

In addition, Mr. Lindley is skilled in mapping and computer automated drafting, enabling him to efficiently and accurately complete projects adhering to CWI's high technical standards.

**19. RELEVANT PROJECTS**

a.	(1) TITLE AND LOCATION (City and State) <b>Avenir Community Development District Palm Beach Gardens, Florida</b>	(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 <b>Professional Land Surveyor.</b> In charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. A portion of the land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard. Also prepared POD Plats, defined parcels, tracts, rights-of-way and easements. Fee: \$1,020,000		
b.	(1) TITLE AND LOCATION (City and State) <b>Arbor Parc aka Mediterranean CDD Riviera Beach, Florida</b>	(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 <b>Professional Land Surveyor.</b> CWI is the district engineer for Arbor Parc and the Mediterranean Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. CWI's work included surveying and mapping services. Fee: \$625,000		
c.	(1) TITLE AND LOCATION (City and State) <b>LWDD L-18 and E-4 Canal Survey Lake Worth, Florida</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	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 <b>Professional Land Surveyor.</b> In charge of a Boundary, Topographic, Hydrographic and Location Survey in accordance with Florida's Standards of Practice and Lake Worth Drainage Districts (LWDD) requirements to determine the right of way of a portion of the L-18 and E-4 Canal. The overall objective was to map and Districts interest within the right of way and included easements, fee title and agreements. In addition, CWI was tasked to locate all encroachments into the LWDDs Right of Way.		
d.	(1) TITLE AND LOCATION (City and State) <b>SE Merritt Way Jupiter, FL</b>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	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 <b>Professional Land Surveyor.</b> In charge of providing surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested that CWI provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement the as-builts needed to prepare design drawings. As a result, CWI dispatched GPS, mobile lidar, and our UAS Operations team to survey, scan, and orthophotograph the limits requested.		
e.	(1) TITLE AND LOCATION (City and State) <b>Seminole Improvement District Engineer and LA Westlake, Florida</b>	(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 <b>Professional Land Surveyor.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake. CWI reviews and provides Engineering Design, Inspection, Landscape Architecture, & Permitting services for the district and developments. Fee: \$1.5 Mil. +		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Jeffrey R. Wagner, PLS, CFPM</b>	13. ROLE IN THIS CONTRACT <b>Professional Land Surveyor</b>	14. YEARS EXPERIENCE	
		a. TOTAL 39	b. WITH CURRENT FIRM 39

15. FIRM NAME AND LOCATION (City and State)  
Caulfield & Wheeler, Inc. (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)

16. EDUCATION (DEGREE AND SPECIALIZATION) Field Artillery Surveyor/Active Duty: 1982-1985/United States Army/1982 Field Artillery Surveyor/Reserve: 1986-1994/United States Army/1986	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/Professional Surveyor & Mapper/5302/1994 Alabama/Professional Land Surveyor/27948/2006 Tennessee/Professional Land Surveyor/2590/2007 North Carolina/Professional Land Surveyor/4911/2010 Kentucky/Professional Land Surveyor/4069/2013 Certified Floodplain Manager/US-15-08367/2015
---	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Member of and Past President (2006-2007) of the Palm Beach Chapter of the Florida Surveying & Mapping Society.  
Member, Past Secretary (2005-2007), Past President (2009) and Past Vice President (2010) of the Gold Coast Land Surveyors Council.

Member:  
National Society of Professional Surveyors  
Alabama Society of Professional Land Surveyors  
Tennessee Association of Professional Surveyors  
North Carolina Society of Surveyors  
Kentucky Society of Professional Surveyors  
Florida Floodplain Managers Association  
Association of State Floodplain Managers  
American Legion Post 277 and the Veterans of Foreign Wars Post 4141

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Flamingo West Park Cooper City, FL</b>	2020	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Professional Surveyor &amp; Mapper.</b> Caulfield & Wheeler, Inc. was contracted by the Stantec, Ryan Companies, and LTG Sports Turf One, Inc., to provide Land Surveying services for the new recreational complex which includes four synthetic sports fields for soccer & football, walking trails, an ADA playground, a fishing pier, pavilions and a community meeting room. Fee: \$80,000		
b.	<b>Alton by Kolter Homes Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Professional Surveyor &amp; Mapper.</b> Caulfield & Wheeler Inc. was the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000+		
c.	<b>Avenir Community Development District Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Professional Surveyor &amp; Mapper.</b> In charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. Land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to SFWMD along with additional ROW to PBC for Northlake Blvd. Prepared POD Plats, defined parcels, tracts, ROW and easements. Fee: \$1,020,000+		
d.	<b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Professional Surveyor &amp; Mapper.</b> Caulfield & Wheeler Inc. (CWI) is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000		
e.	<b>SE Merritt Way Jupiter, FL</b>	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Professional Surveyor &amp; Mapper.</b> Under a continuing services contract provided surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested CWI provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement the as-builts needed to prepare design drawings. As a result, CWI dispatched GPS, mobile lidar, and our UAS Operations team to survey, scan, and orthophotograph the limits requested. Fee: \$13,090.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Owen M. Riggs, PSM, LEED AP</b>	13. ROLE IN THIS CONTRACT <b>Professional Surveyor &amp; Mapper</b>	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 3
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science Civil Engineering Florida Atlantic University - 2008		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/LEED Accredited Professional - United States Green Building Council - 2008 Florida/Professional Surveyor & Mapper - 6967/2013	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Riggs is a seasoned professional with extensive experience in surveying and mapping. His influential presence has significantly contributed to Palm Beach County's surveying landscape since 2002.

Serving as the Vice President and Survey Manager at CWI's Boca Raton office, Mr. Riggs plays a pivotal role in overseeing multiple field crews and CAD technician teams engaged in diverse projects. His expertise spans land surveying, construction layout, and providing professional surveying services for numerous impactful local and regional developments.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Flamingo West Park Cooper City, FL</b>	2020	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI provided Land Surveying services for the new recreational complex which includes four synthetic sports fields for soccer & football, walking trails, an ADA playground, a fishing pier, pavilions and a community meeting room. Fee: \$80,000		
b.	<b>Arbor Parc aka Mediterranean CDD Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI is the district engineer for Arbor Parc and the Mediterranean Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000		
c.	<b>Avenir Community Development District Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> In charge of boundary and ALTA survey of a 4,763-acre parcel of land for platting and future land development. Land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to SFWMD along with additional ROW to PBC for Northlake Blvd. Prepared POD Plats, defined parcels, tracts, ROW and easements. Fee: \$1,020,000+		
d.	<b>Donald Ross Road for Alton Palm Beach Gardens, FL</b>	2017	2016
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> Construction of 4253 Linear Feet of roadway, pathway, electrical, lighting, irrigation, and landscape improvements for Donald Ross Rd, Heights Blvd, and Parkside Dr, for the Alton planned community development. Caulfield & Wheeler Inc. was contracted by J.W. Cheatham Rd building & earthmoving contractors to provide surveying & construction staking services. Fee: \$117,000		
e.	<b>Alton by Kolter Homes Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI serves as the Engineer and Land Survey Consultant for the 684 Acre, 1,400-Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Fee: \$1,000,000+		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Ronnie L. Furniss, P.S.M.</b>	13. ROLE IN THIS CONTRACT <b>Professional Surveyor &amp; Mapper</b>	14. YEARS EXPERIENCE	
		a. TOTAL 39	b. WITH CURRENT FIRM 8
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Various Courses Broward County Community College - 2019 FDOT EFB, CEFB/2019 Autodesk Civil 3D Course/2019		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/Professional Surveyor & Mapper - 6272/2001	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Furniss is a seasoned Professional Surveying and Mapper who has provided land surveying services on projects throughout Florida from Baker County in Northern Florida to the Florida Keys. He currently serves as the Survey Manager for the North Division of Caulfield & Wheeler, Inc. He has managed a multitude of projects including being the project manager for South Florida Water Management District surveying services contract, as well as the Reviewing Surveyor for multiple municipalities.

Mr. Furniss is also very proficient in the use of AutoCAD Civil 3D, CAiCE, FDOTs EFB, CEFB, Trimble GPS Software, Hypack Hydrographic Software and the complete suite of Microsoft Office programs. He has successfully completed land surveying projects for numerous public entities as well as private developers and construction contractors. Mr. Furniss has extensive expertise in many surveying disciplines that include Geodetic Control Surveys, Route and Location Surveys for surface and subsurface mapping of existing utilities for design plan base maps, sketch and legal descriptions for easements and parcel acquisition, Boundary Surveys, Hydrographic Surveys, Wetland Mapping, Stormwater Mapping, Topographic Surveys, Tree Surveys. Mr. Furniss is a member of the Florida Surveying & Mapping Society (FSMS) Florida District 6 (Palm Beach County), the American Congress of Surveying and Mapping, and the National Society of Professional Surveyors.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Avenir CDD, Palm Beach Gardens, Palm Beach County, Florida</b> <b>Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> In charge of Boundary and ALTA Survey of a 4,76-acre parcel of land for Platting and future land development. A portion of the land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard. Fee \$75,000.00		
b.	<b>Coconut Cove</b> <b>Fort Pierce, FL</b>	2023	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Land Surveyor.</b> Project for the Coconut Cove development by Lennar Homes, LLC, 280.73 acres located in St. Lucie County. Development includes 655 residential units consisting of 349 Single Family units and 306 fee simple townhomes. CWI is providing Engineering Design Services including site geometry plan, soils testing coordination, paving & grading plans, water distribution plans, sanitary sewer plans, pollution prevention plan, off-site turn lane plan, off-site utility connection plans, cost, estimates.		
c.	<b>Arbor Parc aka Mediterranea CDD</b> <b>Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598 Unit Development in Riviera Beach, FL. Fee: \$625,000		
d.	<b>LWDD TDR Parcels</b> <b>Delray Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Land Surveyor</b> to provide Boundary Surveying services for the TDR parcels section which is located in Palm Beach County, just East of L40 Canal and West of W. Atlantic Avenue. CWI prepared 20 sketch Legal Descriptions acceptable to PBC for review for the TDR parcels GL Homes was purchasing from LWDD. Fee: \$,136,896. +		
e.	<b>Avalon Trails</b> <b>Delray Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Land Surveyor.</b> CWI serves as the lead engineering consultant for the 107-acre residential development located on the former Marina Lakes golf course, with development costs exceeding \$15 million. CWI is responsible for the civil engineering plans preparation, bidding assistance, and construction inspection. Fee: \$584,000		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>David E. Rohal, PSM</b>	13. ROLE IN THIS CONTRACT <b>Professional Surveyor &amp; Mapper</b>	14. YEARS EXPERIENCE	
		a. TOTAL 50	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Associate of Arts /University of Florida/1986		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/LS4315/Professional Surveyor and Mapper/1986	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Rohal started his surveying career in 1975 with the Miami-Dade County Parks and Recreation Department as a rear chainman. Within 2 years Mr. Rohal advanced himself to crew chief through the County's required civil service exams for promotions. He secured an office position with a private engineering/surveying company upon moving to Broward County in the late 1970s where he prepared calculations and gathered information for the field crew's daily assignments, hand drafted surveys and sketches, and began writing legal descriptions. He obtained his Florida professional surveyor's license in 1986.

Mr. Rohal has worked primarily in the South Florida area as a field crew supervisor and platting manage with experience in construction layout, boundary and topographic surveys, submerged land leases, plat preparation, plat representation at city and county commission meetings, canal cross sections and volume calculations for the Army Corps of Engineers, route surveys for Florida Power and Light Co., and various municipal projects for the cities of Ft. Lauderdale, Pompano Beach, Riviera Beach Community Development Agency and Broward County. Since joining Caulfield & Wheeler, he has been preparing plats, sketches and legal descriptions, abstract and title commitment review and quality control.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>LWDD TDR Parcels Delray Beach, FL</b>	2024	2024
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> CWI was contracted by GL Acquisitions Corporation to provide Boundary Surveying services for the TDR parcels section in Palm Beach County, just East of L40 Canal and West of W. Atlantic Avenue. CWI prepared 20 sketch Legal Descriptions acceptable to PBC for review for the TDR parcels GL Homes was purchasing from LWDD. Fee: \$136,896.		
b.	<b>Avalon Trails Delray Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> CWI serves as the lead engineering consultant for the 107-acre residential development located on the former Marina Lakes golf course, with development costs exceeding \$15 million. CWI is responsible for the civil engineering plans preparation, bidding assistance, and construction inspection. Fee: \$584,000		
c.	<b>Avenir CDD, Palm Beach Gardens, Palm Beach County, Florida Palm Beach Gardens, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> Boundary and ALTA Survey of a 4,76-acre parcel of land for Platting and future land development. A portion of the land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard. Fee \$75,000.00		
d.	<b>Sunset Trails Lennar Coral Springs, FL</b>	2022	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> Work for Lennar Homes to provide professional surveying and mapping services for Sunset Trails a private community of town homes located at 4620 Coral Ridge Dr, Coral Springs, FL 33076 on the North side of Wiles Road at the intersection of Norwest 120th Coral Ridge Drive in Coral Springs, FL close to the Sawgrass Expressway, FL-869 and Florida Turnpike. Fee: \$129,800.		
e.	<b>7 -Eleven #38063 Lauderhill, FL</b>	2019	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor and Mapper.</b> Services for a 7-Eleven store located at 5590 W Oakland Park Blvd, Lauderhill, FL 33313. CWI's UAS operations team provided aerial LiDAR and Photogrammetry, Planimetric Surveying & Mapping panel point aerial surveying. Stake and grade, Stakeout, drainage points, calculations, drafting and CADD drawings. Fee: \$19,425		



**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Scott M. Pirtle, PSM</b>	13. ROLE IN THIS CONTRACT <b>Professional Surveyor &amp; Mapper</b>	14. YEARS EXPERIENCE	
		a. TOTAL 41	b. WITH CURRENT FIRM 6
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Associate of Arts /Broward College/1984-1987 /Palm Beach College/1991-1994		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida/LS5630/Professional Surveyor and Mapper/1996	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Pirtle boasts an impressive 41-year tenure in land surveying. Notably, he has led the production of over 10,000 residential surveys in Southern Florida.

As a Florida Professional Surveyor and Mapper, he has played a crucial role overseeing about 90% of all new home surveys in Parkland since 1994.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Akai Estates - AIA (The Ryan Co)</b> <b>Deerfield, FL</b>	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI was contracted by Contempus Construction Company to provide professional surveying and mapping services for AKAI Estates, an approximately 44-acre luxury community located in Western Broward County in Southwest Ranches a suburb of Fort Lauderdale located at 4760 Akai Dr, Southwest Ranches, FL 33332. The development will have 16 residences ranging from 7,000 to 15,000 square feet each on 2 acre lots. Fee: \$138,475.		
b.	<b>Cambria Parc aka Flavor Pict Nursery</b> <b>Boynton Beach, FL</b>		2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI provided planning, civil engineering design, surveying, and landscape architecture services for the property, which is approximately 40 acres, zoned for 256 townhomes, of which 34 units are Workforce Housing. Services provided included proposed water distribution, sanitary sewer systems, storm drainage systems, and finished paving grades due diligence, boundary surveys of the new plat limits, plat calculations, research and preparation, & plat processing. Fee: \$547,000		
c.	<b>Cascata at Mira Lago</b> <b>Parkland, FL</b>		ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> Provided review of existing Surveys and Title Work on the 284-acre parcel formerly known as the Triple H Ranch. CWI provided Site Geometry Plans, Soils Testing Coordination, Paving, Grading, and Drainage Plans, Design plans, Sales Center Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plans, Cost Estimates and Construction Specifications, Permitting, Control Structure Design, FEMA Final Letter of Map Revision (LOMR-F). Fee: \$1,024,000		
d.	<b>Parkland Bay aka Bishops Pit</b> <b>Parkland, FL</b>	2018	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> CWI was contracted by WCI Communities Inc. to conduct a Boundary, Topographic and Hydrographic Survey of a parcel of land in Broward County, Florida, for Platting and future land development.		
e.	<b>SE Merritt Way - Jupiter</b> <b>Jupiter, FL</b>	2021	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Professional Surveyor &amp; Mapper.</b> Under a continuing services contract provided surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested CWI provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement the as-builts needed to prepare design drawings. As a result, CWI dispatched GPS, mobile lidar, and our UAS Operations team to survey, scan, and orthophotograph the limits requested. Fee: \$13,090.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Rhied White</b>	13. ROLE IN THIS CONTRACT <b>CADD Technician / LiDAR Specialist</b>	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 11

15. FIRM NAME AND LOCATION (City and State)  
Caulfield & Wheeler, Inc. (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)

16. EDUCATION (DEGREE AND SPECIALIZATION) Associates in Mathematics Broward College	17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)
---	--

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. White serves as a Geospatial and his responsibilities encompass boundary determination, drafting, and field location utilizing conventional surveying methods alongside static LiDAR scanning.

His specialization covers a diverse array of surveys, including route surveys, construction layout, topographic surveys, hydrographic surveys, roadway layout, sectional surveys, ALTA/ACSM Land Title Surveys, control, as-built surveys, digital terrain models, and 3D point clouds.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Arbor Parc aka Mediterranea CDD Riviera Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>CADD Technician / LiDAR Specialist.</b> CWI is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69-acre, 598-Unit Development in Riviera Beach, FL. Fee: \$625,000		
b.	<b>Cobblestone Commons &amp; Wawa Boynton Beach, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>CADD Technician / LiDAR Specialist.</b> CWI was contracted to provide Professional Surveying and Mapping services for the development and construction of commercial retail center with multiple outparcels, including a Chase Bank, Pollo Tropical, and Wawa gas station. Surveying services provided included topographic surveys, land title surveys, calculations, stakeouts, and asbuilts. Fee: \$261,000		
c.	<b>Glades &amp; Lyons Plaza Boca Raton, FL</b>	2019	2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>CADD Technician / LiDAR Specialist.</b> The primary purpose of the proposed project is to allow for the addition of a Johnny Clean Car Wash to the existing Lyons/Glades Plaza and interconnecting a Church and Lyons/Glades Center drainage systems via pipe connection. CWI performed an evaluation of the Church's drainage performance, which included a topographic survey, field investigations, and modeling. A shared use drainage solution was prepared allowing for further development of the adjacent commercial parcel. Fee: \$39,000		
d.	<b>Villages of Windsor SE Civic CLF Lake Worth, FL</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>CADD Technician / LiDAR Specialist.</b> Villages of Windsor SE Civic is a 12.1-acre parcel, planned to be an assisted living facility. CWI is providing Engineering Design and Land Surveying. Engineering Design includes paving and grading plans, water distribution plans, sanitary sewer plans, pollution prevention plans, entrance and turn lane plans, agency permitting, and construction inspections. Fee: \$34,000		
e.	<b>Ballpark of the Palm Beaches West Palm Beach, FL</b>	2017	
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>CADD Technician / LiDAR Specialist.</b> Caulfield and Wheeler was contracted by HW Spring Training Complex LLC (HW), in collaboration with Palm Beach County, to conduct a Boundary, Topographic/Aerial (UAV), Hydrographic, and Location Survey and LiDAR Scanning in accordance with Florida's Standards of Practice, as well as professional services for plat and sketches/legal descriptions preparation. This was a 154-acre boundary and topographic survey for HW and Palm Beach County's Astros and Nationals joint Spring Training, a 13-field layout that includes areas for tournaments, corporate functions, concerts and festivals among other events. Fee: \$705,000		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>Andrew L. Beckwith, CST I</b>	13. ROLE IN THIS CONTRACT <b>FAA Licensed UAS Pilot</b>	14. YEARS EXPERIENCE	
		a. TOTAL 6.1	b. WITH CURRENT FIRM 6.1
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (Degree AND Specialization) Associates of Arts/AutoCAD I & II/Palm Beach State College/2020		17. CURRENT PROFESSIONAL REGISTRATION (State AND Discipline) United States/FAA Remote Pilot/4213193/2018	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Mr. Beckwith provides Unmanned Aerial Systems (UAS) services, oversees the acquisition and processing of aerial LiDAR and photogrammetry data using drones, manages pilots and equipment, and handles critical assignments for the Special Projects Department.

Currently pursuing a combined Bachelors & Masters in Civil Engineering and Geomatics at FAU, Mr. Beckwith has a strong record in completing UAS and Business Development projects, providing crucial survey and mapping data for numerous developments. With 500+ hours of UAS flight time, he has used various systems and payloads to meet project needs.

**19. RELEVANT PROJECTS**

(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
<b>Seminole Improvement District Loxahatchee, FL</b>	ongoing	ongoing
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Unmanned Aerial Systems.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake. CWI reviews and provides Engineering Design, Inspection, Landscape Architecture, & Permitting services for the district and developments. Fee: \$20,000		
<b>SE Merritt Way Jupiter, FL</b>	2021	ongoing
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Unmanned Aerial Systems.</b> CWI provided surveying, mapping, lidar & aerial photogrammetry services. For an ongoing Engineering project, Martin County requested that CWI provide a topographical survey of SE Merritt Way in Jupiter, FL, to supplement the asbuilts needed to prepare design drawings.		
<b>Sabal Palm Park City of Tamarac Tamarac, FL</b>	2023	N/A
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Unmanned Aerial Systems.</b> Under a continuing services contract with the City of Tamarac, CWI was tasked with providing a Boundary, Topographic, and Tree survey in furtherance of a future park development funded by a \$1,000,000 grant from the Florida Department of Environmental Protection (FDEP). CWI's 3D Laser Scanning Department conducted kinematic terrestrial lidar and traditional GPS surveying methods.		
<b>East Boynton Beach Little League Park Boynton Beach, FL</b>	2023	2024
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Unmanned Aerial Systems.</b> Under a continuing service contact with the City of Boynton Beach, CWI was tasked with providing a boundary, topographic and tree survey of an approximately 12-acre parcel near the intersection of Woolbright Rd and I-95 to further the development of a private athletic training facility. CWI utilized terrestrial and aerial LiDAR to acquire topographic data, and traditional GPS surveying for the boundary. Fee: \$44,788.00		
<b>Peacock Canal Port St. Lucie, FL</b>	2021	2023
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <b>Unmanned Aerial Systems.</b> CWI was contracted by H&J Contracting to provide Professional Surveying & Mapping services for the relocation of 3 linear miles of canal, in furtherance of a future residential development for Mattamy Homes. CWI provided boundary surveys, machine control, asbuilt surveys, construction layout, aerial lidar, photogrammetry, & survey calculations. Fee: \$28,745.		

**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**  
(Complete one Section E for each key person.)

12. NAME <b>G. Allan Hendricks, P.L.A.</b>	13. ROLE IN THIS CONTRACT <b>Landscape Architect</b>	14. YEARS EXPERIENCE	
		a. TOTAL 22	b. WITH CURRENT FIRM 22
15. FIRM NAME AND LOCATION (City and State) Caulfield & Wheeler, Inc (7900 Glades Rd, Suite 100, Boca Raton, FL 33434)			
16. EDUCATION (DEGREE AND SPECIALIZATION) Bachelor of Science Landscape Architecture University of Florida Graduated with Honors, 2002		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE) Florida Professional Landscape Architect #6666974	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)  
Member of (ASLA) American Society of Landscape Architects  
Member of (FASLA) Florida Association of Landscape Architects, Treasure Coast Chapter  
Numerous continuing education seminars in Landscape Architecture 2002--present

Mr. Hendricks oversees project management, design, and approval processes within CWI's Landscape Architecture department. His portfolio includes a wide range of projects from community developments to serene meditation gardens for local Cancer Healing Centers. He has contributed to various design, permitting, and construction projects, encompassing residential communities, commercial properties, and environmental landscape designs. His expertise also extends to coastal design and permitting, as well as tree preservation, mitigation plans, and monitoring. Notable projects include the Seminole Improvement District in Westlake, Lynn Cancer Institute in Boca Raton, and the Palm Beach Plantation CDD in Royal Palm Beach, FL.

**19. RELEVANT PROJECTS**

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
a.	<b>Seminole Improvement District Engineer and LA City of Westlake, Florida</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Landscape Architect.</b> CWI serves as the District Engineer for the Seminole Improvement District in the City of Westlake. CWI reviews and provides Engineering Design, Inspection, Landscape Architecture, & Permitting services for the district and developments. Fee: \$1.5 Mil. +		
b.	<b>Deerfield Beach International Fishing Pier Renovation Deerfield Beach, Florida</b>	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Landscape Architect.</b> CWI provided Civil Engineering, Planning, Landscape Architecture, Boundary & Topographic Surveying, Construction Layout, Cost Estimates, and Construction Engineering Inspection services for this Municipal Project. Fee: \$78,250.00		
c.	<b>Historic Jones Cottage Relocation and Development Boynton Beach, Florida</b>	2012	2012
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Landscape Architect.</b> CWI was contracted by REG Architects to provide Civil Engineering and Landscape Architecture services to the Boynton Beach Community Redevelopment Agency for their relocation of the historic Jones Cottage. CWI provided detailed construction drawings showing proposed water distribution, sanitary sewer, and storm drainage. The Landscape Architecture division of CWI developed a landscape plan and tree preservation plan. Fee: \$15,635		
d.	<b>Lynn Cancer Institute at Boca Raton Regional Hospital Boca Raton, Florida</b>	2008	2008
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Landscape Architect.</b> Three-story Lynn Cancer Center is approx. 98,000 SF and is located on a four-acre site at the Northwest corner of 7th Avenue and Northwest 13 Street in Boca Raton, FL. Civil Engineering, Surveying, Planning and Landscape Architecture services were all provided for the state-of-the-art Lynn Cancer Center. CWI has provided pre-construction design surveys for this great local institution for the past few decades. Fee: \$142,000		
e.	<b>Palm Beach Plantation CDD Royal Palm Beach, Florida</b>	ongoing	ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm <b>Landscape Architect.</b> CWI is the District Engineer for the Palm Beach Plantation Community Development District. The District is a 250-Acre, 450-unit development. Additional services provided were the planning, creation, and monitoring of the Community Development District for the project. Fee: \$745,000		

**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 <i>(City and State)</i> <b>Seminole Improvement District          City of Westlake, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION <i>(If applicable)</i> <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Seminole Improvement District</b>	b. POINT OF CONTACT <b>Mr. Ken Cassel, District Manager</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>954-753-5841</b>
--	--	---

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

CWI was selected as the District Engineer for the Seminole Improvement District aka the City of Westlake. Developer Minto plans to construct 4,546 residential units and 2.2 million square feet of commercial on the property that was formerly known as Callery-Judge Groves and known today as Westlake, which comprises almost six-square miles of land or 4,500 acres. CWI provides a complete spectrum of Engineering Design, Inspection, & Permitting services for the district and developments including plat review, plan review, permit submission, permit review, utility coordination, site visits and meetings with various agencies and utility providers. CWI's Survey Department has assisted by conducting reviews of sketch and legal descriptions, plat and deed reviews, and pod reviews. Additionally, Caulfield and Wheelers Landscape Architecture department has provided plan reviews, cost estimating, and inspection services for the district.

Location: 4001 Seminole Pratt Whitney Rd, Loxahatchee, FL 33470  
 Acres: 4,500  
 Units: 4,546  
 Commercial: 2,200,000 sqft  
 Fee: \$20,000



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100          Boca Raton, FL 33434</b>	(3) ROLE <b>CDD District Engineer, CDD District Landscape Architect, Professional Surveyor &amp; Mapper, Land Surveyor, Construction Inspector</b>
---	---	---

**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) <b>Alton by Kolter Homes and NPBCID                  Palm Beach Gardens, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION (If applicable) <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

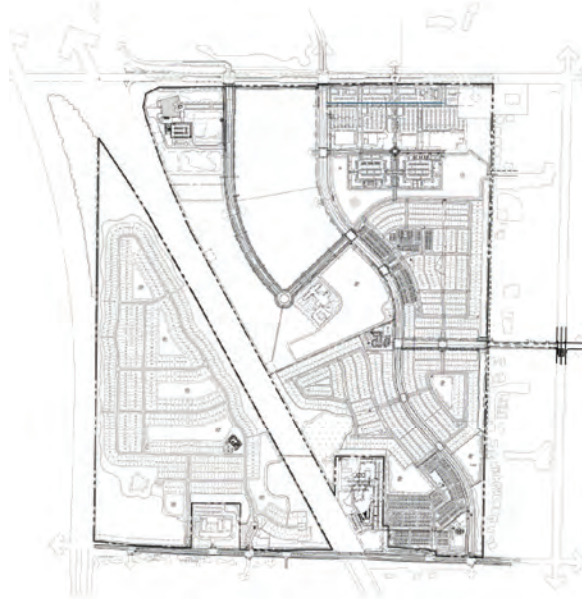
a. PROJECT OWNER <b>Kolter Homes / NPBCID</b>	b. POINT OF CONTACT <b>C. Danvers Beatty</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>561-624-7830</b>
--	---	---

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

Caulfield & Wheeler Inc. was the Engineer and Land Survey Consultant for the 684 Acre, 1,400 Unit, Mixed Use Development. CWI worked closely with the Northern Palm Beach County Improvement District (NPBCID) as one of its units of Development. Caulfield & Wheeler's Engineering and Survey departments worked together with developer Kolter Homes, to provide a vast array of services including but not limited to: boundary surveys, specific purpose surveys, gps surveys, calculations, stakeouts, asbuilts, 3D laser scanning, sketch and legal descriptions, mortgage exhibits, team meetings, permit review and submission, project management, locations, construction engineering inspection, plat revisions, utility easements and utility coordination.



Location: 1010 Faulkner Terrace, Palm Beach Gardens, FL 33418  
 Acres: 684  
 Units: 1,400  
 Fee: \$1,000,000+



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION (City and State) <b>7900 Glades Rd, Suite 100                  Boca Raton, FL 33434</b>	(3) ROLE <b>Civil Engineer, Professional Surveyor and Mapper, Land Surveyor, Construction Inspector, 3D Laser Scanning</b>
---	--	---

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER <b>3</b>
---	--

21. TITLE AND LOCATION <i>(City and State)</i> <b>Arbor Parc aka Mediterranea CDD</b> <b>Riviera Beach, Florida</b>	22. YEAR COMPLETED PROFESSIONAL SERVICES <b>ongoing</b> CONSTRUCTION <i>(If applicable)</i> <b>ongoing</b>
---	--

<b>23. PROJECT OWNER'S INFORMATION</b>
--

a. PROJECT OWNER <b>13th FLOOR / Mediterranea CDD</b>	b. POINT OF CONTACT <b>Rich Hans</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>954-721-8681</b>
--	---	---

<b>24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i></b>
---

Caulfield & Wheeler Inc. (CWI) is the district engineer for Arbor Parc and the Mediterranea Community Development District (CDD), which is responsible for the Water, Wastewater and Stormwater Systems for the entire 69 acre, 598 Unit Development in Riviera Beach, FL. Additionally, CWI Engineering is consulting to provide paving, grading & drainage plans, and Construction Engineering Inspection services. The Engineering department at CWI is also assisting with the permitting process alongside the following organizations: City of Riviera Beach Engineering Department and Water Utilities Department, Palm Beach County Health Department, South Florida Water Management District for ERP, Dewatering, & Water Use permits, Northern Palm Beach County Improvement District, Florida Department of Environmental Protection. CWI's survey department is also providing calculations, boundary surveys, stakeouts, and asbuilts for the CDD.



Location: 7600 Woods Edge Cir, Riviera Beach, FL 33410  
 Acres: 69  
 Units: 598 Single Family Homes  
 Fee: \$625,000



<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>
--

(1) FIRM NAME <b>a. Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100, Boca Raton, FL 33434</b>	(3) ROLE <b>District Civil Engineer, Professional Surveyor &amp; Mapper, Land Surveying, Construction Engineering Inspection</b>
---	---	---

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER <b>4</b>
---	--

21. TITLE AND LOCATION <i>(City and State)</i> <b>Palm Beach Plantation CDD District Engineer                  Royal Palm Beach, Florida</b>	22. YEAR COMPLETED <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PROFESSIONAL SERVICES <b>2017</b></td> <td style="width: 50%;">CONSTRUCTION <i>(If applicable)</i> <b>2019</b></td> </tr> </table>	PROFESSIONAL SERVICES <b>2017</b>	CONSTRUCTION <i>(If applicable)</i> <b>2019</b>
PROFESSIONAL SERVICES <b>2017</b>	CONSTRUCTION <i>(If applicable)</i> <b>2019</b>		

<b>23. PROJECT OWNER'S INFORMATION</b>		
--	--	--

a. PROJECT OWNER <b>Palm Beach Plantation CDD</b>	b. POINT OF CONTACT <b>Michael McElligott</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>561-630-4922</b>
--	--	---

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

Caulfield and Wheeler, Inc. was selected by the Special District Services to provide solutions to the twelve lake system at this development. Lake levels and lake banks needed regrading and stabilization. Additional wells and pumps were added as well and revised control structures.

Caulfield and Wheeler, Inc. was selected by K. Hovnanian Homes for the development of the 450 unit, 250 acre, Palm Beach Plantation project to complete a Boundary and Topographic Survey of the parcel along with detailed surveys of many areas of environmental and drainage concerns that existed on the project in West Palm Beach, Florida. Additional services were contracted for platting, construction staking and asbuilts for all housing and infrastructure related to the project.

In conjunction with this project Caulfield & Wheeler, Inc. provided construction staking for approximately ten (10) miles of electric, telephone and cable television transmission lines to service our project. Caulfield & Wheeler, Inc. additionally provided for the asbuilts in state plane coordinates of these facilities, which allowed for a simple means of recovering these installations at a future date.

Additional services provided were the planning, creation, and monitoring of the Community Development District for the project.

Location: 8636 Palm Beach Plantation Blvd, West Palm Beach, FL 33411  
 Acres: 250  
 Units 450  
 Fee: \$745,000



<b>25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT</b>		
--	--	--

(1) FIRM NAME a. <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100, Boca Raton, FL 33434</b>	(3) ROLE <b>District Engineer, Civil Engineers, Professional Surveyors &amp; Mappers, Landscape Architect, Land Surveyors</b>
---	---	--



**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) <b>Cascata at MiraLago at Parkland                  Parkland, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION (If applicable) <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Lennar</b>	b. POINT OF CONTACT <b>Michael Owens</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>954-658-3456</b>
-----------------------------------	---	---

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

Caulfield & Wheeler, Inc. was contracted by Standard Pacific Homes in 2011, to review the existing Boundary Surveys, Topographic Surveys, and Title Work on the 284-acre parcel in Parkland, Florida, formerly known as the Triple H Ranch. When Lennar acquired SPH, Caulfield & Wheeler was contracted again in 2015 to provide the remaining services to begin construction of the project, including Site Geometry Plan, Soils Testing Coordination, Paving, Grading, and Drainage Plans, and Survey Design plans for off-site turn lanes of Coral Ridge, County Line Road, and Loxahatchee Road. CWI also provided the Sales Center Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plans, Cost Estimates and Construction Specifications, Agency Permitting, Control Structure Design, SFWMD Water Use Permit and the FEMA Final Letter of Map Revision (LOMR-F).



A master-planned community with lush landscaping and water views, Cascata residents have access to two grand clubhouses: the neighboring MiraLago Clubhouse, and the newly completed grand clubhouse facility with indoor amenities such as: fitness center, childrens' play room, his-and-hers locker areas with saunas and shower areas, exercise room, billiards room, ballroom with caterers kitchen, secondary party room with bar, and more. Outdoor lifestyle amenities currently include an inviting beach entry, resort-style pool and spa, childrens' water park and playground, tennis and basketball courts. Residents will also enjoy the Sports Complex with basketball and tennis courts, open green spaces, free game court, swimming pool and spa, and outdoor seating areas.



Location: 10657 N Lago Vista Cir, Parkland, FL 33076  
 Acres: 284  
 Units: 575  
 Fee: \$1,024,000



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a.	(1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION (City and State) <b>7900 Glades Rd, Suite 100                  Boca Raton, FL 33434</b>	(3) ROLE <b>Civil Engineers, Professional Surveyors and Mappers, Construction Inspectors, Landscape Architects, Permitting, Platting, Administrative</b>
----	--	--	---

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

20. EXAMPLE PROJECT KEY NUMBER  
**6**

21. TITLE AND LOCATION <i>(City and State)</i> <b>Avenir Community Development District          Palm Beach Gardens, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION <i>(If applicable)</i> <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Avenir Community Development District</b>	b. POINT OF CONTACT <b>Mr. Manuel M. Mato</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>305-447-7494</b>
--	--	---

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

Professional Surveyor and Mapper in charge of boundary and ALTA survey of a 4,763 acre parcel of land for platting and future land development. A portion of the land to be dedicated as conservation tracts which required sketch of descriptions for conveyance to South Florida Water Management District, along with additional right-of-way to be dedicated to Palm Beach County for Northlake Boulevard. Professional Surveyor and Mapper in charge of preparing POD Plats, defined parcels, tracts, right-of-ways and easements. Worked with site planner, project engineer and the city to define lots, open spaces, parks, lake tracts and easements. Professional Surveyor and Mapper in charge of boundary, topographic and ALTA survey for the proposed FPL substation. Services include review of current title commitment, establishing corners, site benchmarks, providing topographic elevations for a final design survey. Plans include 3,900 homes, 2 million square feet of office space, 400,000 square feet of retail space, an Avenir Town Center and a 300 room hotel.



Location: 12499 Northlake Blvd, Palm Beach Gardens, FL 33412  
 Acres: 4,763  
 Units: 3,900  
 Fee: \$1,000,000+



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100          Boca Raton, FL 33434</b>	(3) ROLE <b>Professional Surveyor &amp; Mapper</b>
---	---	---

<p align="center"><b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>  <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i></p>	<p>20. EXAMPLE PROJECT KEY NUMBER <b>7</b></p>
---	--

<p>21. TITLE AND LOCATION <i>(City and State)</i> <b>Bella Serra aka Crestwood Royal Palm Beach, Florida</b></p>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION <i>(If applicable)</i> <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Lennar</b>	b. POINT OF CONTACT <b>Jeffrey Alexander</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>561-614-3108</b>
-----------------------------------	---	---

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

With its prime location in the heart of Palm Beach County, Bella Sera is a gated, lakefront community offering a beautiful selection of executive and estate homes nestled upon peninsulas, located across the M-1 Canal from H.L. Johnson Elementary School on Crestwood Blvd. Lennar broke ground for construction of 385 houses on the former site of a municipal water treatment plant in Royal Palm Beach, which the village demolished in 2009. As a condition of plat approval, Lennar agreed to dedicate waterfront land for a future public park. The public park will be located at the southeast corner of the property, along the M-1 Canal and Crestwood Blvd.



Caulfield & Wheeler, Inc. has been involved with the project since its inception 2015, providing Civil Engineering, Land Surveying, Mapping, Platting, & Construction Engineering Inspection. CWI's Survey Division provided ALTA/ACSM Land Title Surveys and Topographic Surveys prior to development of the site, as well as plat calculations, plat preparations, and plat review of adjacent plats. CWI provided permanent reference monuments, stake outs, and asbuilts for the project, as well as GIS database management, FEMA MT-2 modification, and SFWMD ROW Water Use Permitting.



Caulfield & Wheeler, Inc.'s Engineering Division was responsible for paving and grading plans, site geometric plans, sales center plans, off-site turn lane plans, temporary access road connection plans, soils testing coordination, cost estimates, construction specifications, and agency permitting. CWI worked closely with the Village of Royal Palm Beach, Palm Beach County Water Utilities, Indian Trail Improvement District, South Florida Water Management District, and Palm Beach county Health Department to coordinate, submit, and approve all necessary permits. Additionally, CWI was requested to provide a community address plan, design inspection certification, consulting for construction of a seawall with required inspections, preparation of details standalone phased construction drawings, and additional engineering services.



Location: 1304 Brinely Pl, Royal Palm Beach, FL 33411  
 Acres: 160  
 Units: 350  
 Fee: \$1,027,000

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100 Boca Raton, FL 33434</b>	(3) ROLE <b>Civil Engineers, Professional Surveyors and Mappers, Platting, Permitting, Construction Inspections, Administrative</b>
---	--	--

<p align="center"><b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>  <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i></p>	<p>20. EXAMPLE PROJECT KEY NUMBER <b>8</b></p>
---	--

<p>21. TITLE AND LOCATION <i>(City and State)</i> <b>Coconut Cove Fort Pierce, FL</b></p>	<p align="center">22. YEAR COMPLETED</p>	
	<p>PROFESSIONAL SERVICES Ongoing</p>	<p>CONSTRUCTION <i>(If applicable)</i></p>

**23. PROJECT OWNER'S INFORMATION**

<p>a. PROJECT OWNER Lennar Southeast - North Division</p>	<p>b. POINT OF CONTACT NAME Greg Brown</p>	<p>c. POINT OF CONTACT TELEPHONE NUMBER Gregory.Brown@lennar.com</p>
---	--	--

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

The Coconut Cove development by Lennar Homes, LLC is within the Seagrove CDD and is approximately 280.73 acres located in St. Lucie County and is bounded to North by the Indian River County Line, to the East by Indian River Aquatic Preserve, to the West by US Hwy 1, and to the South by Florida Inland Navigational Districts property. At final buildout the Development will include 655 residential units consisting of 349 Single Family units and 306 fee simple townhomes.

Caulfield & Wheeler, Inc. (CWI) was contracted to provide Engineering Design Services for the residential development including Site Geometry Plan, Soils Testing Coordination, Paving & Grading Plans, Water Distribution Plans, Sanitary Sewer Plans, Pollution Prevention Plan, Off-Site Turn Lane Plan, Off-Site Utility Connection Plans, Cost Estimates/Specifications.

CWI processed permit applications for the relevant government agencies including St Lucie County Public Works, Environmental Protection, Utilities, and Fire Rescue. CWI processed Environmental Resource Permit, Irrigation and Dewatering permits with South Florida Water Management District as well as right of way, turn lane, drainage, and utility permits with Florida Department of Transportation. CWI also submitted NPDES, Water Distribution and Sanitary Sewer permits for the Florida Department of Environmental Protection.

CWI also provided construction services including Pre-construction meeting coordination, existing improvement coordination, Construction observation of proposed water, sewer, paving and drainage improvements. CWI will review as-builts and prepare final certification for construction water releases.

Address:6745 Old Dixie Hwy, Fort Pierce, FL 34946, USA  
 Acres: 280.73  
 Units: 655  
 Fee: \$500,000 +



**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<p>a. (1) FIRM NAME Caulfield &amp; Wheeler, Inc</p>	<p>(2) FIRM LOCATION <i>(City and State)</i> 7900 Glades Rd, Suite 100, Boca Raton, FL 33434</p>	<p>(3) ROLE CDD Engineer and Engineer of Record</p>
--	--	---

**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 <i>(City and State)</i> <b>Watercrest aka Bruschi Property Parkland, Broward County, Florida</b>	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES <b>ongoing</b>	CONSTRUCTION <i>(If applicable)</i> <b>ongoing</b>

**23. PROJECT OWNER'S INFORMATION**

a. PROJECT OWNER <b>Lennar (CalAtlantic)</b>	b. POINT OF CONTACT <b>Michael Debock</b>	c. POINT OF CONTACT TELEPHONE NUMBER <b>954-975-7326</b>
---	--	---

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

Caulfield and Wheeler, Inc. (CWI) was contracted by Standard Pacific Homes of Florida, later acquired by Lennar, to provide Civil Engineering, Surveying, Planning and Landscape Architecture for the 341 acre PUD including 598 residential lots. Services provided include Civil Engineering for all utilities, paving, grading and drainage plans and approvals, including design, construction inspections, and final certifications through various agencies. Caulfield and Wheeler, Inc., over the course of three years, provided all surveying, civil engineering, site plan and landscape architecture services for this project. CWI processed and gained approvals as a team effort with the contractor and owner. Civil engineering also included thoroughfare road design, permitting and construction services for future turn lanes and entrances.



The project encompassed 341 acres and was bounded by multiple rights-of-way belonging to the South Florida Water Management District, Broward County and the Florida State Department of Transportation. A portion of this land had recently been annexed from Palm Beach County, which required research of land records in both counties, as well as survey data maintained in the South Florida Water Management Survey Districts Data Entry and Retrieval System (SDERA) and the State of Florida in the Land Boundary Information System (LABINS). Caulfield and Wheeler, Inc. (CWI) conducted a Boundary Survey in accordance with Florida's Minimum Technical Standards and the Client requirements. The overall objective for the boundary survey was to map and monument the entire Client's interest within the boundary and included easements, fee title and agreements. Monumentation in the field established at every change in direction, and/or 500 feet intervals maximum, at the intersections of section lines, and right of ways.



The first phase was to establish a Geodetic Control Network that references the Florida State Plane Coordinate System, East Zone (Zone 0901), North American Datum (NAD) of 1983. High order dual frequency (L1 and L2) GPS receivers were utilized to establish the network and was conducted in strict compliance with the Federal Geodetic Control Committee, Geometric Geodetic Accuracy Standards and Specifications for Using GPS Relative Positioning Techniques. The network was also tied in with existing CERP (Comprehensive Everglades Restoration Plan) monumentation within the project area to assist in SFWMD rights-of-way determination.



At the time of this survey, these lands had an active mining operation within a 135 acre lake, which required to CWI to conduct an automated Hydrographic Survey. The system equipment consisting of an Odom survey grade digital fathometer, interfaced with a GPS positioning and guidance system (Coastal Oceanographics Hypack), providing the ability to accurately record data and map the entire lake bottom. This survey, including all calibration requirements and procedures was conducted in strict compliance with the U.S. Army Corps of Engineers Specifications for a Class I hydrographic survey.

Location: 11131 Watercrest Cir W, Parkland, FL 33076  
 Acres: 300  
 Units: 489  
 Fee: \$1,692,000+

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

a. (1) FIRM NAME <b>Caulfield &amp; Wheeler, Inc</b>	(2) FIRM LOCATION <i>(City and State)</i> <b>7900 Glades Rd, Suite 100 Boca Raton, FL 33434</b>	(3) ROLE <b>Civil Engineers, Land Surveyors &amp; Mappers, Landscape Architects, Planners, CADD Technicians</b>
---	--	--

<p align="center"><b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b>  <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i></p>	<p>20. EXAMPLE PROJECT KEY NUMBER <b>10</b></p>
---	---

<p>21. TITLE AND LOCATION <i>(City and State)</i>  <b>Becker Road at Wilson Grove (AIA)          Port St. Lucie, FL</b></p>	<p>22. YEAR COMPLETED</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%; padding: 2px;">PROFESSIONAL SERVICES Ongoing</td> <td style="width:50%; padding: 2px;">CONSTRUCTION <i>(If applicable)</i> ongoing</td> </tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> ongoing		

**23. PROJECT OWNER'S INFORMATION**

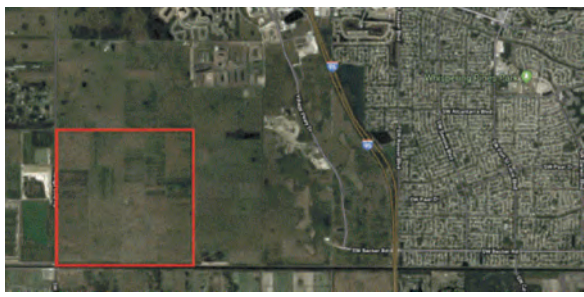
a. PROJECT OWNER Akel Homes	b. POINT OF CONTACT NAME Ramsey Akel	c. POINT OF CONTACT TELEPHONE NUMBER
--------------------------------	---	--------------------------------------

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

Akel Homes is constructing Sundance, an approximately 2,500-acre luxury community development in Port St. Lucie, FL, in an area formerly known as Wilson Grove. The development will include approximately 8,000 new homes and more than one million square feet of commercial space. The 2-mile Becker Road extension will allow for seamless access to I-95 at two interchanges: Becker Road and Gaitlin Boulevard.



Caulfield & Wheeler, Inc. (CWI) was contracted to provide Engineering Design Services for the residential development and the 2-mile extension of Becker Road needed to service the area. Engineering Design Services provided include The overall Master Stormwater Management Design & Calculations, Preparation of detailed construction drawings showing proposed water distribution, sanitary sewer, and storm drainage systems, and finished roadway grades. Preparation of drainage, hydraulic, and flood routing calculations for the South Florida Water Management District and the City of Port St. Lucie. Submittal of plans to City of Port St. Lucie Engineering, City of Port St. Lucie Utilities, and South Florida Water Management District for approval. CWI also prepared and processed permit applications for construction permits for the City of Port St. Lucie Engineering, City of Port St. Lucie Utilities, and South Florida Water Management District. Design plans for Becker Road from N/S-B to Range Line Road were completed by CWI, which includes the related permitting and Construction Inspection services throughout the project to verify conformity to design plans. CWI produced paving grading and drainage plans, water distribution plans, sanitary sewer plans, lot grading plans, site geometry plans, pollution prevention plans, spine road plans, cost estimates & specifications, as well as water use, irrigation, and dewatering plans.



Location: 12499 Northlake Blvd, Palm Beach Gardens, FL 33412  
 Acres: 2,500  
 Units: 8,000  
 Fee: \$200,000

The CWI Survey Department has been providing Surveying Services on this property for over 20 years for multiple previous owners of the land. Surveying Services for the Wilson Groves project included control, topographic, boundary, and wetland surveys, as well as the preparation of sketches and legal for ROW dedication, revisions, and vacations.

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

<p>a. (1) FIRM NAME Caulfield &amp; Wheeler, Inc</p>	<p>(2) FIRM LOCATION <i>(City and State)</i> 7900 Glades Rd, Suite 100, Boca Raton, FL 33434</p>	<p>(3) ROLE Consulting Engineers, Land Surveyors, Landscape Architects, &amp; UAS Operations</p>
--	--	--

**G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS**

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
John F. Wheeler, PE	Principal in Charge/ Engineer	X	X	X	X	X	X	X	X	X	
Ryan D. Wheeler, PE, LEED AP	Principal Civil Engineer	X	X	X	X	X	X		X	X	X
Timothy J. Foster, PE, LEED AP	Principal Engineer	X	X	X		X		X		X	
William Roberts, PE	Civil Engineer	X	X	X		X				X	
Robert H. Templeton, PE	Civil Engineer	X	X	X		X	X			X	X
Matthew V. Kahn, PE	Civil Engineer	X	X	X		X				X	
David P. Lindley, PLS	Professional Land Surveyor	X	X	X	X	X	X	X	X	X	X
Jeffrey R. Wagner, PLS, CFM	Professional Land Surveyor	X	X	X		X		X	X		
Owen M. Riggs, PSM, LEED AP	Professional Surveyor/Mapper	X	X	X					X		
Ronnie L. Furniss, PSM	Professional Surveyor/Mapper	X	X						X		
David E. Rohal, PSM	Professional Surveyor/Mapper						X		X		
Scott M. Pirtle, PSM	Professional Surveyor/Mapper										
Anthony R. White	Geospatial Manager	X	X	X	X	X	X	X	X	X	
Andrew L. Beckwith, CST I	FAA Licensed UAS Pilot	X	X		X		X		X		X
G. Allan Hendricks, RLA	Landscape Architect	X					X				X

**29. EXAMPLE PROJECTS KEY**

NUMBER	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NUMBER	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Seminole Improvement District CDD Engineer and LA, Westlake, FL	6	Avenir Community Development District
2	Alton by Kolter Homes and NPBCID	7	Bella Serra aka Crestwood
3	Arbor Parc aka Mediterranean CDD	8	Coconut Cove
4	Palm Beach Plantation CDD	9	Watercrest aka Bruschi Property
5	Cascata at MiraLago at Parkland	10	Becker Road at Wilson Grove (AIA)

## H. ADDITIONAL INFORMATION

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



Caulfield & Wheeler, Inc. (CWI) was incorporated in October 1982 in Palm Beach County, Florida, offering a comprehensive array of professional services. CWI's Principal in Charge and President, John Wheeler, P.E., has 44 years of civil engineering experience.

CWI's rich history of providing services in Florida encompasses civil engineering, planning, land surveying & mapping, landscape architecture, GIS and unmanned aerial systems. CWI has garnered contracts from municipalities, governmental agencies and developments across St. Lucie, Broward, Miami-Dade, Palm Beach, Martin, and Indian River Counties.



We have a corporate office in Boca Raton, and an office in Port St. Lucie, with a dedicated team of over 160 professionals. CWI's principals, with more than 200 years of combined experience, actively manage multiple projects spanning new construction to large-scale developments from sewer systems to water distribution systems, stormwater treatment, and drainage.

CWI stands out as a technology leader and actively embraces new technology, deploying tools like 3D Laser Scanners and RTK UAS drone systems for precise and efficient project execution. We regularly update our hardware and software for accurate and reliable designs. CWI owns all equipment deployed for contracts, ensuring a competitive edge.

The **Civil Engineering** section specializes in the study, design, and construction phases of various projects, maintaining strong relationships with permitting agencies, water management districts, and municipalities. Land surveying draws from over 120 years of collective principal experience, making CWI one of Florida's largest surveying providers.

CWI was originally established to provide **specialized surveying and mapping services**, and is now recognized as a leader in the field of geomatics, land surveying & mapping. CWI has 21 fully equipped field crews, and offers a full array of surveying services including high-definition laser scanning, automated hydrographic surveying, topographic surveys, boundary surveys and platting, vertical horizontal geodetic control surveys, photogrammetry, construction stakeouts and as-builts, mean high water (tidal) demarcation surveys, and right-of-way surveys. We also have specialized expertise in inland waterway, marsh, transitional region, coastal, and oceanographic data acquisition.

The **Landscape Architecture** section covers a broad spectrum, from site plans to environmental plans. CWI's experience extends to large-scale projects, municipal centers, and parks.

CWI is prepared and fully equipped to work for the Forest Oaks Community Development District toward the success of its projects.



**ARCHITECT-ENGINEER QUALIFICATIONS**

1. SOLICITATION NUMBER (If any)

N/A

**PART II - GENERAL QUALIFICATIONS**

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME <b>Caulfield &amp; Wheeler, Inc</b>		3. YEAR ESTABLISHED <b>1982</b>	4. UNIQUE ENTITY IDENTIFIER <b>063429310</b>
2b. STREET <b>7900 Glades Rd, Suite 100</b>		<b>5. OWNERSHIP</b>	
2c. CITY <b>Boca Raton</b>	2d. STATE <b>FL</b>	a. TYPE <b>S Corporation</b>	
6a. POINT OF CONTACT NAME AND TITLE <b>John F. Wheeler, P.E. President</b>		b. SMALL BUSINESS STATUS <b>Not Applicable</b>	
6b. TELEPHONE NUMBER <b>561-392-1991</b>	6c. E-MAIL ADDRESS <b>john@cwiasoc.com</b>		
7. NAME OF FIRM (If block 2a is a branch office) <b>Caulfield &amp; Wheeler, Inc</b>			


8a. FORMER FIRM NAME(S) (If any)	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
N/A	N/A	N/A

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	10	5	C16	Construction Surveying	7
08	CADD Technician	15	5	G03	Geodetic Surveying	2
38	Land Surveyor	8	2	H13	Hydrographic Surveying	1
38a	Field Land Surveyors	65	10	L02	Land Surveying	6
12	Civil Engineer	7	2	S10	Surveying; Mapping; Flood Plain	4
49	Remote Sensing Specialist	4	2	T04	Topographic Surveying	6
15	Construction Inspector	3	4	G04	Geographic Information System	2
28	Geodetic Surveyor	3	1	P05	Planning	2
60	Transportation Engineer	2	3	A02	Aerial Photogrammetry	1
47	Planner: Urban/Regional	2	3	C06	Churches	3
48	Project Manager	4	2	C10	Commercial Buildings	5
99	Other - FAA Licensed UAS Pilot	1		C11	Community Facilities	4
39	Landscape Architect	1		D06	Orthophotography	1
				E02	Educational Facilities	4
				F02	Athletics	3
				G01	Garages	4
				Z01	Zoning; Land Use Studies	2
				G05	Geospatial: Scanning	4
				H06	Highrise	4
				H07	Highways; Streets;	4
				H11	Housing	7
				I01	Industrial Buildings	6
<b>Total</b>		125	39			

<b>11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS</b> <i>(Insert revenue index number shown at right)</i>	a. Federal Work	1
	b. Non-Federal Work	8
	c. Total Work	8

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

**12. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 01/03/25
c. NAME AND TITLE <b>John F. Wheeler, P.E., President</b>	



# TAB 4

---

## Licenses & Insurance

# LICENSES

**LICENSEE DETAILS** 1:01:19 PM 10/24/2024


**Licensee Information**

Name:	CAULFIELD & WHEELER, INC. (Primary Name)
Main Address:	7900 GLADES ROAD SUITE 100 BOCA RATON Florida 33434
County:	PALM BEACH

**License Information**

License Type:	Engineering Business Registry
Rank:	Registry
License Number:	3591
Status:	Current
Licensure Date:	12/22/1982
Expires:	

Detach Here




Florida Department of Agriculture and Consumer Services  
Division of Consumer Services  
Board of Professional Surveyors and Mappers  
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500


License No.: **LB3591**  
Expiration Date: February 28, 2025

**Professional Surveyor and Mapper Business License**  
Under the provisions of Chapter 472, Florida Statutes

CAULFIELD & WHEELER INC  
7900 GLADES RD STE 100  
BOCA RATON, FL 33434-4104

WILTON SIMPSON  
COMMISSIONER OF AGRICULTURE



**DIVISION of CORPORATIONS**  
an official State of Florida website

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

caulfield & Wheeler

[Search](#)

[Previous On List](#)   [New On List](#)   [Return to List](#)

[Events](#)   **No Name History**

**Detail by Entity Name**

Florida Profit Corporation  
CAULFIELD & WHEELER, INC.

Filing Information

Document Number	G04926
FEVEIN Number	59-2227059
Date Filed	10/19/1982
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/14/1995
Event Effective Date	NONE

Principal Address

7900 GLADES ROAD, SUITE 100  
BOCA RATON, FL 33434

Changed: 05/15/2012

Mailing Address

7900 GLADES ROAD, SUITE 100  
BOCA RATON, FL 33434

Changed: 05/15/2012

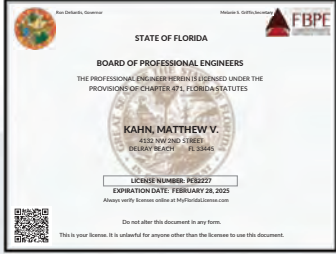
Registered Agent Name & Address

WHEELER, JOHN F  
7900 GLADES ROAD  
SUITE 100  
BOCA RATON, FL 33434

Name Changed: 07/03/1992

# LICENSES

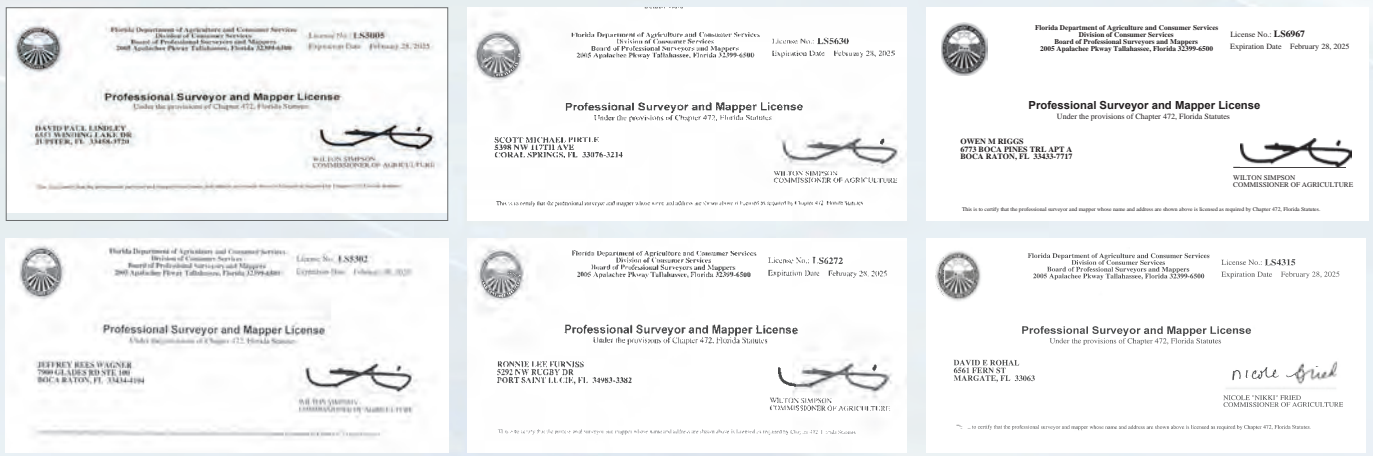
## PROFESSIONAL ENGINEERS - FL



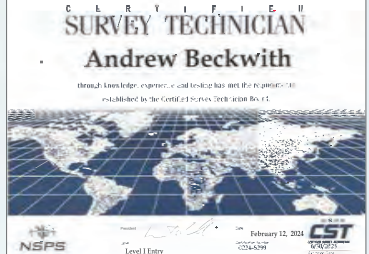
## LEED AP



## PROFESSIONAL SURVEY & MAPPING - FL



## CERTIFIED SURVEY TECHNICIAN & REMOTE PILOT



## LANDSCAPE ARCHITECTURE - FL





CAUL&WH-01

L MANN

### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/21/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Kore Insurance Holdings, LLC P.O. Box 473 354 Eisenhower Parkway, Plaza 1 Livingston, NJ 07039	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (973) 994-3131      FAX (A/C, No): (973) 996-3161	
	<b>E-MAIL ADDRESS:</b> _____	
<b>INSURED</b> CAULFIELD & WHEELER, INC. 7900 GLADES ROAD #100 Boca Raton, FL 33434	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
	<b>INSURER A: Continental Casualty Company</b> 20443	
	<b>INSURER B: The Continental Insurance Company</b> 35289	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR (INSR) (Y/N)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: _____		7091745786	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		7091747778	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		7091746260	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in FL) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N / A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ _____ E.L. DISEASE - EA EMPLOYEE \$ _____ E.L. DISEASE - POLICY LIMIT \$ _____
A	<b>Professional Liabli</b>		AEH591928817	4/1/2024	4/1/2025	<b>PROFESSIONAL-POLL</b> \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Proof of Insurance Only.

<b>CERTIFICATE HOLDER</b> Caulfield & Wheeler, Inc. 7900 Glades Road #100 Boca Raton, FL 33434	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/26/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 701 Brickell Avenue, Suite 3200 Miami, FL 33131	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 833-538-2802 <b>FAX (A/C, No):</b> <b>EMAIL ADDRESS:</b> ADPTS@Aon.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A : New Hampshire Ins Co      23841 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
<b>INSURED</b> ADP TotalSource CO XXIII, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F Caulfield & Wheeler Inc. 7900 Glades Road Suite 100, BocaRaton, FL 33434	

**COVERAGES**      **CERTIFICATE NUMBER:** 4890261      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.      **LIMITS SHOWN ARE AS REQUESTED.**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC 069345407 NJ	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All worksite employees working for CAULFIELD & WHEELER INC., paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

**CERTIFICATE HOLDER**

Caulfield & Wheeler Inc.  
 7900 Glades Road Suite 100  
 BocaRaton, FL 33434

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
*Aon Risk Services, Inc of Florida*

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

© 1988-2015 ACORD CORPORATION. All rights reserved.



**FOR MORE INFORMATION PLEASE CONTACT:**

John F. Wheeler, P.E., President  
John@CWIAssoc.com

Ryan D. Wheeler, P.E., LEED AP, Vice President  
Ryan@CWIAssoc.com

7900 Glades Road, Suite 100  
Boca Raton, FL 33434  
561-392-1991

[cwi-assoc.com](http://cwi-assoc.com)

## ACQUISITION AGREEMENT

**THIS ACQUISITION AGREEMENT** (“**Agreement**”) is made and entered into this 24<sup>th</sup> day of January, 2025 by and between:

**MATTAMY PALM BEACH LLC** a Delaware limited liability company, and the developer of the lands in the District (“**Developer**”); and

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Special District Services, Inc., 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (“**District**”).

### **RECITALS**

**WHEREAS**, the District was established by ordinance enacted by the Board of County Commissioners of Palm Beach County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain public infrastructure improvements, including but not limited to, earthwork, environmental mitigation, roadways, stormwater management, water and sewer utilities, landscaping, hardscaping and irrigation, streetlighting, signage and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the owner of the lands within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the District’s *Engineer’s Report*, dated January 24, 2025 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property



interests (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. ADVANCED FUNDING.** Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds (“**Advanced Funds**”) shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

**3. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. *Request for Conveyance and Supporting Documentation* – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. *Costs* – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds (“**Trustee**”).
- c. *Conveyances on “As Is” Basis.* Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer

may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. ***Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District’s acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
- f. ***Permits*** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. ***Engineer’s Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**4. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined by the District and the Developer, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable, or as required by the applicable governing body.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a replatting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**5. TAXES, ASSESSMENTS, AND COSTS.**

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law and where applicable, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with



the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general-purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**7. CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

**8. IMPACT FEE CREDITS.** In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property based on appraised value as part of the District's capital improvement plan, and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, and/or prepays debt assessments on all applicable lands (as determined by the District in coordination with the District's Assessment Consultant) by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

**9. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

**10. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys', paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

**12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have

complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**13. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the majority of the owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the majority of the owners of the Bonds, which consent shall not be unreasonably withheld.

**16. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

**18. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**20. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

**21. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**22. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE**, the parties below execute this Agreement to be effective as of the date set forth herein.

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Chairperson

**MATTAMY PALM BEACH LLC**

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** *Engineer's Report*, dated January 24, 2025



**Exhibit A**

*Engineer's Report*, dated January 24, 2025

# FOREST OAKS

## COMMUNITY DEVELOPMENT DISTRICT

---

ENGINEER'S REPORT

Prepared By:



**December 13, 2024**

## Table of Contents

1) INTRODUCTION.....	3
2) PURPOSE AND SCOPE .....	4
3) THE DEVELOPMENT .....	4
4) CAPITAL IMPROVEMENTS.....	4
5) CAPITAL IMPROVEMENT PLAN COMPONENTS.....	5
A. Stormwater Management System .....	6
B. Roadway Improvements.....	6
C. Water Distribution and Wastewater Collection Systems .....	6
D. Open Space Improvements .....	7
E. Miscellaneous .....	7
F. Permitting.....	7
6) RECOMMENDATION .....	8
7) REPORT MODIFICATION.....	8
8) SUMMARY AND CONCLUSION .....	8
9) ENGINEER'S CERTIFICATION .....	8

## 1) INTRODUCTION

The Forest Oaks Community Development District (the “District” or the “CDD”) is located entirely within Unincorporated Palm Beach County, Florida (the “County”). It is located south of Lake Worth Road, east of the Florida Turnpike, west of Jog Road and north of Lantana Road within Palm Beach County, Florida. The District is a single-family residential community containing approximately 79.2682 acres. The District will consist of various size townhome (TH) and single-family (SF) units with open space areas and associated infrastructure for the development.

The CDD was established under County Ordinance No. 2024-019 which was approved by the Board of County Commissioners of Palm Beach County, Florida on August 29, 2024. This report includes cost estimates for the necessary public infrastructure required to serve the District. The District will own and operate the stormwater management system, water distribution system, wastewater collection system, roadway improvements (on-site and off-site), open space improvements, and relative soft and incidental costs. The Master Developer Mattamy Homes, LLC, a Florida limited liability company (“Developer”). A land use summary is presented in Table 1.1.

Public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the County, the South Florida Water Management District (“SFWMD”), Lake Worth Drainage District (“LWDD”), Palm Beach County Water Utilities Department (“PBCWUD”), and other applicable agencies with regulatory jurisdiction over the development. An overall estimate of the probable cost of the public improvements is provided in Table 4.2 of this report.

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

Table 1.1 - Land Use Summary

<b>LAND USE SUMMARY</b>	
<b>LAND USE</b>	<b>AREA (AC)</b>
Master Stormwater System	11.0255
Residential Land	28.5154
Roads and Paving	13.2595
Open Space Improvements	26.4678
<b>TOTAL</b>	<b>79.2682 ac</b>

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

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

## 2) PURPOSE AND SCOPE

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

This report provides descriptions of the proposed public infrastructure improvements, determination of estimated probable construction costs, and the corresponding benefits associated with the implementation of the described improvements. Preparation of detailed site construction plans and specifications is ongoing but have yet to be finalized and permitted for the improvements described herein. The engineer has considered and in specific instances has relied upon the information and documentation prepared or supplied by others to prepare this Engineer’s Report.

## 3) THE DEVELOPMENT

The development will consist of residential townhome and single-family units and associated infrastructure. The development is a planned residential community consisting of approximately 79.2682 acres located south of Lake Worth Road, east of the Florida Turnpike, west of Jog Road and north of Lantana Road within Palm Beach County, Florida. It is estimated that the development will be constructed over a three (3) year period. A proposed timeline for the construction of the proposed District Improvements is reflected in Table 3.1 below.

Table 3.1 – Proposed Timetable for Construction of District Improvements

<b>PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS</b>		
<b>DESCRIPTION</b>	<b>START DATE</b>	<b>COMPLETION DATE</b>
Stormwater Management System	January 2024	December 2026
Water Distribution System	April 2024	December 2026
Wastewater Collection System	March 2024	December 2026
Roads and Paving	April 2024	January 2027
Open Space Improvements	January 2025	January 2027

## 4) CAPITAL IMPROVEMENTS

The CIP consists of public infrastructure in the development. The primary portions of the CIP will provide for stormwater pond construction, roadway improvements built to an approved roadway typical section,

water and sewer infrastructure, including lift stations (public and private), and off-site improvements. Table 4.1 reflects the proposed facilities and funding, operation and maintenance and ownership for each item. These CIP costs are summarized in Table 4.2 below.

There will also be stormwater structures and conveyance culverts within the CIP, which will outfall and connect into the various existing on-site stormwater ponds. These structures and pond areas comprise the overall stormwater facilities of the CIP. Installation of the water distribution and wastewater collection system will also occur at this time as well as the lift stations serving the development. Below-ground installation of telecommunications and cable television will occur but will not be funded by the District. The incremental cost of undergrounding of power within the public rights-of-way or easements will be funded by the District.

Table 4.1 – Proposed Facilities and Services

<b>PROPOSED FACILITIES AND SERVICES</b>			
<b>FACILITY</b>	<b>FUNDED BY</b>	<b>OPERATION &amp; MAINTENANCE</b>	<b>OWNERSHIP</b>
Stormwater Management System	District	District	District
Water Distribution System	District	PBCWUD	PBCWUD
Wastewater Collection System	District	District/PBCWUD	District/PBCWUD
Roads and Paving	District	District	District
Open Space Improvements	District	District	District

Table 4.2 - Engineers Estimated Opinion of Capital Costs

<b>ENGINEERS ESTIMATED OPINION OF PROBABLE COST</b>	
<b>DESCRIPTION</b>	<b>AMOUNT</b>
<b>DEVELOPMENT COSTS</b>	
Mitigation	\$1,400,000
Earthwork	\$3,500,000
Wastewater Collection System	\$4,000,000
Water Distribution System	\$3,000,000
Surface Water Management System	\$5,500,000
Roads and Paving	\$4,500,000
Landscaping	\$3,900,000
Entrance Features	\$400,000
<b>TOTAL CAPITAL IMPROVEMENT ESTIMATE</b>	<b>\$26,200,000</b>

Note: Cost Estimate is based upon the most available data as of 2024.

## 5) CAPITAL IMPROVEMENT PLAN COMPONENTS

The following sections describe the proposed capital infrastructure improvement projects that are anticipated to be acquired and/or constructed by the District:

## **A. Stormwater Management System**

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

Federal Emergency Management Agency Flood Insurance Rate Map (FEMA FIRM) Panel No. 12099C0760F dated 10/05/2017 shows that the entire District lies within Floodzone X which is outside any established flood zone.

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

## **B. Roadway Improvements**

The proposed public roadway improvements include a 20-foot wide asphalt roadway with 2-foot valley gutter curbs, and 5-foot concrete sidewalks and on either one or both sides in 40-foot and 50-foot rights-of-way. The proposed roadway improvements will consist of compacted or stabilized subgrade, a lime rock, crushed concrete, or cement-treated base, and asphalt type roadway wearing surface. The proposed roadways improvements will also include signage and pavement markings within the rights-of-way, as well as street signs depicting street name identifications and addressing, which will be utilized by the residents and the public.

The District will provide funding for the anticipated turn lanes at the development entrances. The site construction activities associated with the CIP are anticipated to be completed in approximately three (3) years. Upon completion, the improvements required inspections will be completed and final certifications of completions will be obtained from SFWMD, Florida Department of Transportation ("FDOT"), the County, and FDEP (water distribution and wastewater collection systems)

The electric distribution system thru the District is currently planned to be underground. The District presently intends to fund the incremental cost of undergrounding for the electric conduits, transformer/cabinet pads, and electric manholes required by Florida Power & Light ("FPL"), with FPL providing underground electrical service to the development.

## **C. Water Distribution and Wastewater Collection Systems**

A potable drinking water distribution system inclusive of a water main, gate valves, fire hydrants, and appurtenances will be installed. The water service provider will be PBCWUD. The water distribution system will be designed to provide equal distribution and redundancy. The system will be installed within the proposed public rights-of-way and will provide potable drinking water (domestic) and fire protection

services to serve the entire District.

A domestic wastewater collection system inclusive of gravity sanitary sewer mains and sewer laterals will be installed. The gravity sanitary sewer mains will be a minimum of eight (8)-inch diameter PVC pipe systems. The gravity sanitary sewer lines will be placed inside of the proposed rights-of-way, under the proposed paved roadways. Sewer laterals will branch off from these sewer lines to serve the development. The wastewater collection system includes lift stations. Flow from the lift stations shall be connected to proposed force mains of various sizes that will pump to existing force mains that will connect to the PBCWUD’s wastewater treatment facility.

**D. Open Space Improvements**

The District will provide funding for open space improvements including walking trails, passive parks throughout the development.

Landscaping, irrigation, entry features, and fencing/walls where required as a buffer at the entrances and along the outside boundary of the development, will be provided by the District. Landscaping for the roadways will consist of sod, perennial flowers, shrubs, ground cover, and trees for the internal road rights-of-way within the CDD. Perimeter fencing will be provided at the site entrances and perimeters where required as a buffer. These items will be funded, owned, and maintained by the CDD.

**E. Miscellaneous**

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

**F. Permitting**

Construction permits for all phases are required and include plan approvals from the SFWMD, FDOT, FDEP, and County. Following is a summary of required permits obtained or pending approval for the construction of the public infrastructure improvements for the District. The permits necessary for the construction of the CIP have either been obtained or are reasonably expected to be obtained in the ordinary course.

*Table 5.1 – Required Agency Permits*

<b>REQUIRED AGENCY PERMITS</b>	
<b>AGENCY</b>	<b>STATUS</b>
Palm Beach County Land Development Permit	Issued (Permit No. PL0277-005-00469-23)
PBC Health Department Water Permit	Issued (Permit No. 138303-654-DSGP)
PBC Health Department Wastewater Permit	Issued (Permit No. 138303-655-DSS)
Florida Department of Transportation Access	Issued (Permit No. 2022-A-496-00052)
Lake Worth Drainage District	Issued (Permit No. RW-22-0165)
South Florida Water Management District	Issued (Permit No. 50-106700-P)



## **6) RECOMMENDATION**

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

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

## **7) REPORT MODIFICATION**

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

## **8) SUMMARY AND CONCLUSION**

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

## **9) ENGINEER'S CERTIFICATION**

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

The Opinion of Probable Costs for the public infrastructure improvements is only an estimate and is not a guaranteed maximum price. The estimated costs are based upon current unit prices and on our experience with ongoing and similar projects and basis in the County, surrounding Counties and the City. However, labor market, future costs of equipment; materials, changes to the regulatory permitting agencies' activities, and the actual construction processes employed by the chosen site contractor are beyond the engineer's control. Due to this inherent opportunity for changes (upward or downward) in the construction costs, the total, final construction cost may be more or less than this estimate.

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

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

Sincerely,  
Caulfield & Wheeler, Inc.

---

Ryan D. Wheeler, P.E.  
Vice President  
Florida License No. 71477



# Master Special Assessment Methodology Report - FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

January 24, 2025

**SPECIAL DISTRICT SERVICES, INC**

2501A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922

**1.0 INTRODUCTION**

The Forest Oaks Community Development District (the “District”) is a local unit of special-purpose government with portions located in an unincorporated area of Palm Beach County, Florida (the “County”). The District was established effective August 29, 2024, by Ordinance No. 2024-019 enacted by the Board of County Commissioners of the County to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Forest Oaks development (the “Development”).

The District contains approximately 79.2682 gross acres and is planned for the following land uses:

**Table 1 – Proposed Land Uses for the District**

Land Use Category	Unit
Townhome 18’ & 20’	185 Dwelling units
Townhome 24’	82 Dwelling units
SF 45’	94 Dwelling units

This Master Special Assessment Methodology Report (the “Master Report”) will provide the allocation of special assessments as it relates to the sale and issuance of proposed Special Assessment Bonds in one or more series (the “Bonds”) for the financing of public infrastructure improvements in the District, including but not limited to the following: environmental mitigation, earthwork, roadways, stormwater management infrastructure, water distribution infrastructure, sanitary sewer infrastructure, and landscaping, hardscaping, and irrigation improvements (the “Project”). The Project will give special benefit to all lands in the District. Special benefit is a required determination in order to make use of the proceeds of any special assessment bonds issued by the District.

This Master Report equitably allocates the costs incurred by the District to provide the benefits of the Project to the developable lands within the District as identified herein on **Exhibit A** (the “Property”). The improvements comprising the Project are described below and in the *Master Engineer’s Report* dated January 24, 2025 (the “Engineer’s Report”), as may be revised and prepared by Caulfield & Wheeler, Inc. (the “District Engineer”).

The District intends to issue Bonds in one or more series. Supplemental assessment methodology reports will be prepared in accordance with each series of Bonds issued which will set forth the specific portions of the Project to be funded.

**2.0 PROJECTS TO BE FUNDED BY THE DISTRICT**

The Project is comprised of an interrelated system of public infrastructure improvements which will serve and specially benefit the Property. The Project will serve all assessable lands within the District and the improvements will be interrelated such that they will reinforce one another. The total cost of the Project is currently estimated to be \$26,200,000. A detail of the estimated Project costs for the Development is included herein in **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all developable portions of the Property within the District. The

Project has been designed to be functional and confer special benefits to the Property. Any portion of the Project not financed through the issuance of Bonds will be paid for by Mattamy Palm Beach LLC, or its successors or assigns (herein the “Landowner”).

Construction and/or acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described in the Engineer’s Report.

The construction costs for the Project identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

### **3.0 FUNDING OF IMPROVEMENTS**

To defray the costs of construction or acquisition, of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefitted Property within the District. These assessments are based on the special and peculiar benefits accruing to such Property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the Property would not be possible.

In summary, special assessments may be levied: (1) for facilities which provide special benefits to property as distinct from general benefits, (2) only against property which receives that special benefit, (3) in proportion to the benefits received by the properties; and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments placed upon various benefitted properties in the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project.

Until all the land within the District has been platted and sold, the assessments on the portion of land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the Property has been platted will the developable acreage be determined, the final plat be certain, the development density known and the product types confirmed.

### **4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS**

In developing the methodology used for special assessments in the District, two interrelated factors were used:

- A.** Allocation of Benefit: Each parcel of land, lot and/or unit within the District benefits from the construction and financing of the proposed improvements.
- B.** Allocation of Cost/Debt: The special assessments imposed on each parcel of land, lot and/or unit within the District cannot exceed the value of the benefits provided to such parcel of land, lot and/or unit.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable portions of the Property within the District as a whole. The Project

is intended to work as a total system which will provide special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this Master Report each 45 foot single family residential unit will be assigned one (1) ERU. The other proposed land uses will be assigned as follows in **Table 2**.

**Table 2 – Equivalent Residential Unit (ERU)**

<b><u>Product Type</u></b>	<b><u># of Units</u></b>	<b><u>ERU</u></b>
Townhome 18’ & 20’	185	0.750
Townhome 24’	82	0.875
Single Family 45’	94	1.000
<b>Total Units</b>	<b>361</b>	

Given the approved land use plan and the type of infrastructure to be funded by the proposed special assessments, this method results in a fair allocation of benefits and an equitable allocation of costs for the Project. The special benefit received and applied to each parcel and/or residential dwelling unit/lot as a result of the construction of the Project will exceed the cost of such units allocated to each parcel and/or unit/lot. However, if the future platting results in changes in land use or proportion of benefit per acre and/or unit type, this allocation methodology may not be applicable and it may be necessary for the District to revise the allocation methodology.

To the extent land is sold in bulk to a third party, prior to platting, then, the District will assign debt based upon the development rights conveyed based upon the *ERU* factors as shown herein.

## **5.0 COLLECTION OF SPECIAL ASSESSMENTS**

The proposed special assessments for the District are planned to be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; *Florida Statutes* (“*F.S.*”) for platted lots, or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, *F.S.*, or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and maintenance assessment amounts by a factor of 0.94. In the event the special assessments are direct billed, then, the collection costs and discounts may not apply.

## **6.0 FINANCING STRUCTURE**

The estimated cost of construction for the Project is \$26,200,000. The construction program and the costs associated with the District are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is assumed to be financed by the Bonds which, when issued, will be payable from and secured by special assessments levied annually against all assessable properties within the District which totals approximately 79.2682+/- acres. Based on the current market conditions the total aggregate principal amount of the Bonds (approximately \$35,160,000) for the District is shown herein on **Table B**. The proceeds of the Bonds

will provide a maximum of approximately \$26,200,000 for construction related costs. The sizing of the Bonds is assumed to include capitalized interest, if so required, a debt service reserve fund equal to the maximum annual net debt service and issuance costs as shown herein on **Table B**. (Note: The District may decide in the future not issue the total Par Debt of \$35,160,000 referenced in this Master Report.)

## **7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM**

Allocation of proposed costs and proposed debt, respectively shown herein on **Table C and Table D**, for the infrastructure improvements financed by the District for the Project (estimated at \$26,200,000) is initially based on the estimated residential dwelling units (361) projected to be constructed within the District and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of approximately \$35,160,000 at an assumed interest rate of 7.00% the estimated annual debt service on the Bonds will be approximately \$2,833,418 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential unit is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a “True-Up” analysis, which requires a computation at the time of submission of each plat or re-plat to determine the potential remaining Equivalent Residential Units (ERU). The District shall, at the time a plat or re-plat is submitted to the County:

- A.** Assume that the total number of ERUs, within each parcel, utilized as a basis for this assessment methodology is as described in Table 1 (“Total Assessable ERUs”).
- B.** Ascertain the number of assessable ERUs, within each parcel, in the proposed plat or re-plat and all prior plats (“Planned Assessable ERUs”).
- C.** Ascertain the current amount of potential remaining ERUs within each Parcel that has not yet been platted (“Remaining Assessable ERUs”).

If the Planned Assessable ERUs are equal to the Total Assessable ERUs, no action would be required at that time. However, if the sum of the Planned Assessable ERUs and the Remaining Assessable ERUs are less than the Total Assessable ERUs, the applicable landowner will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds, plus accrued interest, such that the amount of non-ad valorem assessments allocated to each Planned Assessable ERU does not exceed the amount of debt service that would have been allocated thereto, had the total number of Planned Assessable ERUs not changed from what is represented in **Table 1**. Conversely, if the Planned Assessable ERUs is greater than the Total Assessable ERUs, then there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of this Master Report, the applicable supplemental methodology report and the applicable assessment resolutions. It is the responsibility of the landowner of record (other than end-users unaffiliated with the Landowner) to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

**8.0 PRELIMINARY ASSESSMENT ROLL**

When fully developed, the current site plan for the District will include the land uses in **Table 1**.

**9.0 ADDITIONAL STIPULATIONS**

Certain financing, development, and engineering data was provided by members of District staff, consultants and/or the Landowner. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Forest Oaks Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Forest Oaks Community Development District with financial advisory services or offer investment advice in any form.

\*\*\*\*\*



**TABLE A**

**PROJECT COST ESTIMATES**

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

	<b>TOTAL</b>
MITIGATION	\$ 1,400,000
EARTHWORK	\$ 3,500,000
WASTEWATER COLLECTION AND TRANSMISSION SYSTEM	\$ 4,000,000
WATER DISTRIBUTION SYSTEM	\$ 3,000,000
SURFACE WATER MANAGEMENT SYSTEM	\$ 5,500,000
ROADS AND PAVING	\$ 4,500,000
LANDSCAPING	\$ 3,900,000
ENTRANCE FEATURES	\$ 400,000
<b>TOTAL</b>	<b>\$ 26,200,000</b>

**TABLE B**

**BOND SIZING**

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

	<b>BOND SIZING</b>
<b>Par Amount*</b>	<b>\$ 35,160,000</b> *
Debt Service Reserve Fund (DSRF)	\$ (2,833,418)
Capitalized Interest	\$ (4,922,400)
Issuance Costs	\$ (1,204,182)
<b>Construction Funds</b>	<b>\$ 26,200,000</b>
Bond Interest Rate	7.00%
Principal Amortization Period (Years)	30

\*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 11,938,424	\$ 64,532
TOWNHOME 24'	82	0.875	71.75	\$ 6,173,563	\$ 75,287
SINGLE FAMILY 45'	94	1.000	94.00	\$ 8,088,013	\$ 86,043
<b>TOTAL</b>	<b>361</b>	<b>N/A</b>	<b>304.50</b>	<b>\$ 26,200,000</b>	<b>N/A</b>

\*Rounded

**TABLE D**

**ALLOCATION OF BOND DEBT**

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

<b>Product</b>	<b>Number of Units by Type</b>	<b>ERU Factor*</b>	<b>Total ERUs*</b>	<b>Bond Debt Allocation Per Unit Type*</b>	<b>Bond Debt Allocation Per Unit*</b>
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 16,021,182	\$ 86,600.99
TOWNHOME 24'	82	0.875	71.75	\$ 8,284,828	\$ 101,034.48
SINGLE FAMILY 45'	94	1.000	94.00	\$ 10,853,990	\$ 115,467.98
<b>TOTAL</b>	<b>361</b>	<b>N/A</b>	<b>304.50</b>	<b>\$ 35,160,000</b>	<b>N/A</b>

\*Rounded

**TABLE E**

**CALCULATION OF ANNUAL DEBT SERVICE**

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

	<b>2025 Series Bond Debt</b>
1 Maximum Annual Debt Service	\$ 2,833,417.95
2 Maximum Annual Debt Service Assessment to be Collected	\$ 3,014,274.41 *
3 Total Number of Gross Acres	<b>79.2682</b>
4 Maximum Annual Debt Service per Gross Acre	<b>\$38,026.28</b>
5 Total Number of Residential Units Planned	<b>361</b>
6 Maximum Annual Debt Service per Unit Type	<b>See Table F</b>

\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor*	Total ERUs*	**Maximum Annual Debt Assessment Per Unit Type*	**Maximum Annual Debt Assessment Per Unit*
TOWNHOME 18' & 20'	185	0.750	138.75	\$ 1,373,499	\$ 7,424.32
TOWNHOME 24'	82	0.875	71.75	\$ 710,260	\$ 8,661.71
SINGLE FAMILY 45'	94	1.000	94.00	\$ 930,515	\$ 9,899.09
<b>TOTAL</b>	<b>361</b>	<b>N/A</b>	<b>304.50</b>	<b>\$ 3,014,274</b>	<b>N/A</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

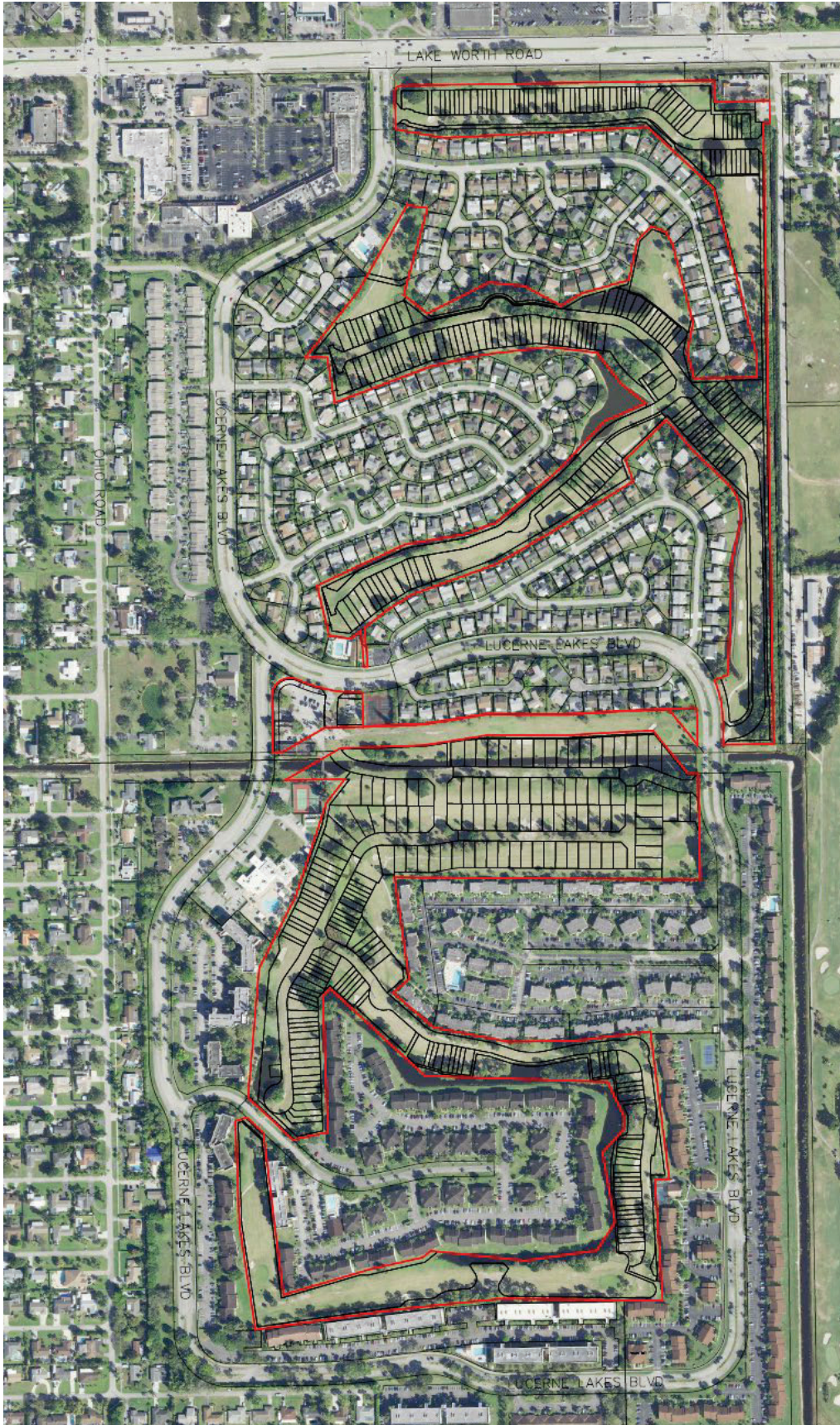
Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel*	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
See Exhibit A	79.27	\$ 38,026.28	\$ 443,557.44	\$ 35,160,000
<b>TOTALS</b>		<b>N/A</b>	<b>N/A</b>	<b>\$ 35,160,000</b>

\*Rounded

\*\*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

**EXHIBIT "A"**

**BOUNDARY MAP  
FOREST OAKS  
COMMUNITY DEVELOPMENT DISTRICT**



**EXHIBIT "A"**

**LEGAL DESCRIPTION  
FOREST OAKS  
COMMUNITY DEVELOPMENT DISTRICT**

DESCRIPTION:

A PORTION OF BLOCK 29, THE PALM BEACH FARMS COMPANY PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, TOGETHER WITH A PORTION OF PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, TOGETHER WITH A PORTION OF PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGES 191 AND 192, AND TOGETHER WITH PORTIONS OF LUCERNE LAKES GOLF COURSE, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, LYING IN SECTIONS 28 AND 33, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LUCERNE LAKES BOULEVARD AS SHOWN ON PLAT NO. 1, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 30, PAGES 41 AND 42, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.89°02'49"E. ALONG THE SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12" AS RECORDED IN OFFICIAL RECORDS BOOK 1973, PAGE 99 OF SAID PUBLIC RECORDS, A DISTANCE OF 125.00 FEET TO THE NORTHWEST CORNER OF GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD) BEING THE POINT OF BEGINNING; THENCE CONTINUE N.89°02'49"E ALONG SAID SOUTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT CANAL "L-12", A DISTANCE OF 1225.00 FEET TO A POINT ON THE NORTH LINE OF GOLF COURSE TRACT A (GC-A) AS SHOWN ON THE PLAT OF LUCERNE LAKES GOLF COURSE AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE S.00°57'11"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 83.00 FEET; THENCE N.89°02'53"E. ALONG A BOUNDARY LINE OF SAID TRACT A (GC-A), A DISTANCE OF 215.00 FEET TO A POINT ON THE EAST LINE OF SAID GOLF COURSE TRACT A (GC-A); THENCE S.00°57'11"E. ALONG SAID EAST LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 87.00 FEET; THENCE S.89°02'53"W. ALONG SAID EAST LINE, A DISTANCE OF 25.00 FEET; THENCE S.00°57'11"E. ALONG SAID EAST LINE AND THE WEST LINE OF THE FINAL JUDGEMENT RECORDED IN OFFICIAL RECORDS BOOK 4179, PAGE 1199 OF SAID PUBLIC RECORDS, A DISTANCE OF 2429.98 FEET; THENCE S.89°02'09"W. ALONG THE NORTH LINE OF THAT CERTAIN 30-FOOT RIGHT-OF-WAY AS VACATED IN OFFICIAL RECORDS BOOK 2034, PAGE 1293 OF SAID PUBLIC RECORDS, A DISTANCE OF 197.63 FEET; THENCE N.00°57'11"W. ALONG A BOUNDARY LINE OF GOLF COURSE TRACT C (GC-C) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.45 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 425.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND SAID BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF 21°41'13", A DISTANCE OF 160.87 FEET TO A POINT; THE FOREGOING NINE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 5TH ADDITION, AS RECORDED IN PLAT BOOK 34, PAGE 167; THENCE N67°21'36"E, A DISTANCE OF 55.63 FEET; THENCE N.03°09'02"E., A DISTANCE OF 189.43 FEET; THENCE N.01°00'36"E., A DISTANCE OF 248.15 FEET; THENCE N.12°46'33"E., A DISTANCE OF 149.16 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 177.00 FEET; THENCE NORTHERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 58°39'24", A DISTANCE OF 181.20 FEET; THENCE N.45°52'51"W., A DISTANCE OF 180.93 FEET; THENCE N.41°24'28"W., A DISTANCE OF 163.95 FEET; THENCE S.45°52'15"W., A DISTANCE OF 223.17 FEET; THENCE S.20°12'43"E., A DISTANCE OF 89.37 FEET; THE FOREGOING TWELVE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF GOLF COURSE TRACT B (GC-B) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THENCE S.58°02'15"W., A DISTANCE OF 377.79 FEET; THENCE S.59°43'39"W, A DISTANCE OF 245.44 FEET; THENCE S.70°01'24"W., A DISTANCE OF 176.98 FEET; THENCE S.70°10'45"W., A DISTANCE OF 178.01 FEET; THENCE S.57°46'09"W., A DISTANCE OF 116.60 FEET; THENCE S.51°41'41"W., A DISTANCE OF 110.08 FEET; THENCE S.04°51'22"E., A DISTANCE OF 151.70 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET; WHOSE RADIUS POINT BEARS N04°51'22"W, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°49'43", A DISTANCE OF 15.00 FEET; THENCE N.04°51'22"W., A DISTANCE OF 141.55 FEET; THENCE S.51°41'41"W., A DISTANCE OF 50.00 FEET; THENCE N.82°30'53"W, A DISTANCE OF 85.25 FEET; THENCE N.13°50'42"W., A DISTANCE OF 201.39 FEET; THENCE N.64°19'55"E ALONG A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 3RD ADDITION AS RECORDED IN PLAT BOOK 33, PAGE 182 OF SAID PUBLIC RECORDS., A DISTANCE OF 154.79 FEET; THENCE N.65°10'46"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 228.19 FEET; THENCE N.80°28'04"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 107 AND 108 OF SAID PUBLIC RECORDS, A DISTANCE OF 232.07 FEET; THENCE N.69°40'38"E. ALONG SAID BOUNDARY LINE OF SAID BOUNDARY LINE OF LUCERNE LAKES



## EXHIBIT "A"

HOMES, VILLAGE I, 2ND ADDITION, A DISTANCE OF 135.81; THENCE N.49°41'43"E. ALONG SAID BOUNDARY LINE AND A BOUNDARY LINE, A DISTANCE OF 323.41 FEET; THENCE N.43°15'44"E. ALONG SAID SOUTHEASTERLY LINE OF LUCERNE LAKES HOMES, VILLAGE I, 2ND ADDITION AND ALONG THE BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION, AS RECORDED IN PLAT BOOK 33, PAGES 31 THROUGH 32 OF SAID PUBLIC RECORDS, A DISTANCE OF 258.05 FEET; THENCE N.66°41'06"E. ALONG SAID BOUNDARY LINE, A DISTANCE OF 173.07 FEET; THENCE N.50°52'11"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 124.13 FEET; THENCE N.37°59'00"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 153.00 FEET; THENCE N.83°31'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 194.50 FEET; THENCE S.83°11'07"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 245.42 FEET; THENCE S.77°41'46"W. ALONG SAID BOUNDARY LINE, A DISTANCE OF 216.33 FEET; THENCE S.69°16'12"W. ALONG SAID BOUNDARY LINE OF LUCERNE LAKES HOMES, VILLAGE I, FIRST ADDITION AND A BOUNDARY LINE OF THE RECREATION AREA (GOLF COURSE TRACT), PLAT NO. 2, LUCERNE LAKES (PUD), AS RECORDED IN PLAT BOOK 32, PAGE 191, A DISTANCE OF 402.93 FEET; THE FOREGOING TEN COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID RECREATION AREA (GOLF COURSE TRACT); THENCE N.09°24'07"W., A DISTANCE OF 180.30 FEET; THENCE S.89°02'49"W., A DISTANCE OF 85.47 FEET; THENCE N.38°27'22"E., A DISTANCE OF 333.93 FEET; THENCE N.29°32'49"E, A DISTANCE OF 386.62 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 382.85 FEET; WHOSE RADIUS POINT BEARS N.14°05'38"E., THENCE SOUTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°05'19", A DISTANCE OF 80.78 FEET; THENCE S.15°21'19"W., A DISTANCE OF 353.74 FEET; THENCE S.51°44'42"E., A DISTANCE OF 117.75 FEET; THENCE N.63°13'12"E., A DISTANCE OF 270.89 FEET; THENCE S.83°56'12"E., A DISTANCE OF 140.86 FEET; THENCE S.61°23'19"E., A DISTANCE OF 160.00 FEET; THENCE N.59°25'42"E. ALONG THE BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE, A DISTANCE OF 95.43 FEET; THENCE N.74°13'08"E. ALONG SAID BOUNDARY LINE OF WATER MANAGEMENT TRACT 2 (WMT-2), A DISTANCE OF 191.47 FEET; THENCE N.12°17'49"E. ALONG SAID BOUNDARY LINE AND ALONG A BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 160.00 FEET; THENCE N.45°32'49"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 77.00 FEET; THENCE S.68°59'09"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.02 FEET; THENCE S.29°07'35"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 58.60 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF SAID GOLF COURSE TRACT A (GC-A), A DISTANCE OF 316.00 FEET; THENCE S.11°02'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 117.00 FEET; THENCE S.14°27'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 105.60 FEET; THENCE N.88°53'11"E. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 244.65 FEET; THENCE N.01°06'49"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 96.74 FEET; THENCE N.14°27'11"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 662.67 FEET; THENCE N.47°07'31"W. ALONG SAID BOUNDARY LINE OF GOLF COURSE TRACT A (GC-A), A DISTANCE OF 352.62 FEET; THENCE S.86°54'49"W. ALONG THE SOUTH BOUNDARY LINE OF SAID PLAT NO. 1, LUCERNE LAKES (PUD), A DISTANCE OF 794.00 FEET; THENCE N.79°50'42"W., ALONG SAID SOUTH BOUNDARY LINE, A DISTANCE OF 197.25 FEET TO THE SOUTHWEST CORNER OF THE GOLF COURSE TRACT AS SHOWN ON SAID PLAT NO. 1, LUCERNE LAKES (PUD); THENCE ALONG THE WEST LINE OF SAID GOLF COURSE TRACT THE FOLLOWING TWO (2) COURSES AND DISTANCES: THENCE N.00°57'11"W., A DISTANCE OF 145.00 FEET TO A POINT OF CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET; THENCE NORTHERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 39.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGE 184 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT GC-D; THENCE ALONG THE WEST AND NORTH LINES OF SAID TRACT GC-D THE FOLLOWING FOUR (4) COURSES AND DISTANCES: N.00°57'11"W., A DISTANCE OF 220.07 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 115°23'52"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 140.99 FEET TO A POINT OF REVERSE CURVE TO THE LEFT HAVING A RADIUS OF 570.00 FEET AND A CENTRAL ANGLE OF 26°15'19"; THENCE EASTERLY ALONG THE ARC, A DISTANCE OF 261.20 FEET; THENCE S.01°48'31"E., A DISTANCE OF 132.44 FEET TO THE SOUTHWEST CORNER OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 76 AND 77 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE SOUTH LINE OF THE AFOREMENTIONED PLAT THE FOLLOWING FIVE (5) COURSES AND DISTANCES: N.87°41'17"E., A DISTANCE OF 232.02 FEET; THENCE N.80°59'05"E., A DISTANCE OF 255.66 FEET; THENCE S.89°35'48"E., A DISTANCE OF 295.91 FEET; THENCE N.86°37'34"E., A DISTANCE OF 240.13 FEET; THENCE N.87°44'49"E., A DISTANCE OF 282.08 FEET TO

**EXHIBIT "A"**

THE NORTHEAST CORNER OF SAID TRACT GC-D AND THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.80°01'42"W., A RADIAL DISTANCE OF 325.00 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT GC-D THE FOLLOWING TWO (2) COURSES AND DISTANCES: SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 09°01'07", A DISTANCE OF 51.16 FEET TO THE POINT OF TANGENCY; THENCE S.00°57'11"E., A DISTANCE OF 95.47 FEET TO THE SOUTHEAST CORNER OF SAID TRACT GC-D; THENCE N.38°52'10"W., A DISTANCE OF 178.74 FEET TO AN INTERSECTION WITH A LINE 3.00 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES, AND PARALLEL WITH THE SAID SOUTH LINE OF LUCERNE LAKES HOMES, VILLAGE I, 6TH ADDITION; THENCE ALONG SAID PARALLEL LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: S.87°44'49"W., A DISTANCE OF 176.13 FEET; THENCE S.86°37'34"W., A DISTANCE OF 240.20 FEET; THENCE N.89°35'48"W., A DISTANCE OF 295.77 FEET; THENCE S.80°59'05"W., A DISTANCE OF 255.59 FEET; THENCE S.87°41'17"W., A DISTANCE OF 232.23 FEET; THENCE S.89°02'09"W., A DISTANCE OF 150.67 FEET; THENCE S.60°00'00"W., A DISTANCE OF 191.14 FEET TO THE EASTERLY PROLONGATION OF THE SOUTH LINE OF SAID TRACT GC-D; THENCE ALONG SAID EASTERLY PROLONGATION AND ALONG SAID SOUTH LINE, S.89°02'09"W., A DISTANCE OF 37.27 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PORTION OF TRACT GC-D AND ALL OF TRACTS GC-E, WMT-3, WMT-4 AND WMT-5, LUCERNE LAKES GOLF COURSE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 87, PAGES 184 THROUGH 189, AND A PORTION OF BLOCK 29, PALM BEACH FARMS CO. PLAT NO. 3, AS RECORDED IN PLAT BOOK 2, PAGES 45 THROUGH 54, ALL OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF GOLF COURSE TRACT E (GC-E) AS SHOWN ON SAID PLAT OF LUCERNE LAKES GOLF COURSE; THE FOREGOING COURSES AND DISTANCES ARE ALONG THE BOUNDARY OF SAID LUCERNE LAKES GOLF COURSE; THENCE S.01°10'09"E., A DISTANCE OF 416.34 FEET; THENCE N.89°33'08"W., A DISTANCE OF 1196.60; THENCE S.08°07'36"E., A DISTANCE OF 401.87 FEET; THENCE S.49°04'38"W., A DISTANCE OF 82.77 FEET; THENCE S.49°23'31"E., A DISTANCE OF 207.59 FEET; S.78°59'32"E., A DISTANCE OF 296.83 FEET; THENCE N.89°08'10"E., A DISTANCE OF 269.13 FEET; THENCE N.82°54'01"E., A DISTANCE OF 291.07 FEET; THENCE S.07°17'34"E., A DISTANCE OF 582.73 FEET; THENCE S.89°49'18"W., A DISTANCE OF 56.20 FEET; THENCE S.03°38'15"E., A DISTANCE OF 476.31 FEET; THENCE N.89°15'01"W., A DISTANCE OF 632.12 FEET; THENCE S.84°04'08"W., A DISTANCE OF 403.23 FEET; THENCE S.81°51'08"W., A DISTANCE OF 565.84 FEET; THENCE N.08°45'17"W., A DISTANCE OF 415.60 FEET; THENCE N.02°08'54"W., A DISTANCE OF 407.00 FEET; THENCE N.73°43'52"E., A DISTANCE OF 47.17 FEET; THENCE S.46°44'50"E., A DISTANCE OF 88.00 FEET; S.07°04'46"E., A DISTANCE OF 638.38 FEET; THENCE N.73°34'49"E., A DISTANCE OF 356.10 FEET; THENCE N.77°26'12"E., A DISTANCE OF 207.71 FEET; THENCE N.50°38'35"E., A DISTANCE OF 41.70 FEET; THENCE S.83°58'53"E., A DISTANCE OF 370.74 FEET; THENCE N.81°46'19"E., A DISTANCE OF 284.29 FEET; THENCE N.32°51'29"E., A DISTANCE OF 131.19 FEET; THENCE N.10°18'48"W., A DISTANCE OF 276.68 FEET; THENCE N.42°43'48"E., A DISTANCE OF 123.07 FEET; THENCE N.01°17'34"E., A DISTANCE OF 51.04 FEET; THENCE N.25°27'38"W., A DISTANCE OF 149.47 FEET; THENCE N.88°04'14"W., A DISTANCE OF 715.91 FEET; THENCE N.47°15'05"W., A DISTANCE OF 503.26 FEET; THENCE S.44°18'30"W., A DISTANCE OF 42.30 FEET; THENCE S.02°10'42"E., A DISTANCE OF 532.53 FEET; THENCE S.77°43'05"W., A DISTANCE OF 139.83 FEET; THENCE N.46°44'50"W., A DISTANCE OF 242.00 FEET; THENCE N.04°55'41"E., A DISTANCE OF 507.63 FEET; THENCE N.26°56'04"E., A DISTANCE OF 316.98 FEET; THENCE N.18°06'07"E., A DISTANCE OF 382.89 FEET; THENCE N.37°42'59"E., A DISTANCE OF 117.74 FEET TO THE NORTHEAST CORNER OF THE RECREATION AREA (TRACT "C"), SUNRISE OF PALM BEACH PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 39, PAGES 88 AND 89 OF SAID PALM BEACH COUNTY PUBLIC RECORDS; THENCE ALONG THE NORTH LINE OF SAID RECREATION AREA (TRACT "C"), S.89°02'09"W., A DISTANCE OF 233.48 FEET; THENCE LEAVING SAID NORTH LINE, THENCE N.60°00'00"E., A DISTANCE OF 252.95 FEET; THENCE N.89°02'09"E., A DISTANCE OF 89.69 FEET; THENCE N.87°41'17"E., A DISTANCE OF 237.86 FEET; THENCE N.80°59'05"E., A DISTANCE OF 253.68 FEET; THENCE S.89°35'48"E., A DISTANCE OF 291.82 FEET; THENCE N.86°58'36"E., A DISTANCE OF 242.06 FEET; THENCE N.87°44'49"E., A DISTANCE OF 110.21 FEET; THENCE S.38°52'10"E., A DISTANCE OF 214.93 FEET TO THE NORTH LINE OF SAID TRACT GC-E; THENCE ALONG SAID NORTH LINE, N.89°02'09"E., A DISTANCE OF 41.07 FEET TO THE POINT OF BEGINNING. SAID LANDS SITUATED IN PALM BEACH COUNTY, FLORIDA, AND CONTAINING 3,452,921 SQUARE FEET/79.2682 ACRES, MORE OR LESS.

**RESOLUTION NO. 2025-04**

A RESOLUTION OF FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$35,160,000 PRINCIPAL AMOUNT OF FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT BONDS IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, Forest Oaks 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. 2024-019 of the Board of County Commissioners of Palm Beach County, Florida (the "County"), enacted on August 28, 2024, and effective on August 29, 2024;

**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/or construction of certain improvements pursuant to the Act (the "Project");

**WHEREAS**, the District desires to authorize the issuance of not to exceed \$35,160,000 aggregate principal amount of its Forest Oaks Community Development District Bonds, Series to be designated, in one or more Series (collectively, the "Bonds"), in order to pay all or a portion of the design, acquisition and/or construction Costs of the Project;

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

**WHEREAS**, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.021(2), 190.022 and 190.023 of the Act, to issue the Bonds;

**WHEREAS**, the District desires to appoint a trustee for 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 Forest Oaks Community Development District, as follows:

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

**Section 2. Authorization of Bonds.** The District hereby authorizes the issuance of not to exceed \$35,160,000 aggregate principal amount of the Bonds in one or more series, to pay Costs of the Project. 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 3. 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, of the County, or of 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 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 County, or 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 all or a portion of the Project or sold at public or private sale, as provided in Section 190.016(1), 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 \$35,160,000;

(ii) be issued in fully registered form in such principal denominations of \$5,000 or any integral multiple thereof, except as otherwise provided in a Supplemental 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 thirty (30) annual principal installments; 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, as supplemented from time to time, 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 **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, the adoption of resolutions and the establishment of all necessary collection proceedings, 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 4. Designation of Attesting Members.** The Chair and Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Chair's and Secretary's absence or inability to act, the Vice Chair or any Assistant Secretary and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Designated Member 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 5. Authorization of Execution and Delivery of Master Trust Indenture.** The District does hereby authorize and approve the execution and delivery by the Chair and any Designated Member of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this Resolution (the "Trustee"). The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto and marked **Exhibit "A"** and is 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 Chair or such other Designated Member 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 6. Sale of Bonds.** Pursuant to the provisions of Section 190.016(1) of the Act, 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 7. Appointment of Trustee.** The District hereby appoints U.S. Bank Trust Company, National Association, as Trustee for the Bonds. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 8. 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 Fifteenth Judicial Circuit of Florida, in and for Palm Beach County, Florida, for validation and the proceedings incident thereto for the Bonds and for the Special Assessments to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chair 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, and the District's Assessment Consultant are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**Section 9. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District, are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution, the Indenture, and 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 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 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.

[Remainder of page intentionally left blank]

**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 Forest Oaks Community Development District, this 24th day of January, 2025.

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
Secretary/Assistant Secretary, Board of  
Supervisors

\_\_\_\_\_  
Chair, Board of Supervisors

**EXHIBIT "A"**

**FORM OF MASTER TRUST INDENTURE**



---

---

**MASTER TRUST INDENTURE**

**by and between**

**FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee**

**Dated as of \_\_\_\_\_ 1, 2025**

---

---

TABLE OF CONTENTS

Page

**ARTICLE I  
DEFINITIONS**

SECTION 101. MEANING OF WORDS AND TERMS..... 3  
SECTION 102. RULES OF CONSTRUCTION..... 15

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

SECTION 201. ISSUANCE OF BONDS..... 16  
SECTION 202. DETAILS OF BONDS..... 16  
SECTION 203. EXECUTION AND FORM OF BONDS..... 17  
SECTION 204. NEGOTIABILITY, REGISTRATION AND TRANSFER OF BONDS..... 17  
SECTION 205. OWNERSHIP OF BONDS..... 17  
SECTION 206. SPECIAL OBLIGATIONS..... 18  
SECTION 207. AUTHORIZATION OF BONDS..... 18  
SECTION 208. MUTILATED, DESTROYED OR LOST BONDS..... 20  
SECTION 209. PARITY OBLIGATIONS UNDER CREDIT AGREEMENTS..... 20  
SECTION 210. BOND ANTICIPATION NOTES..... 20  
SECTION 211. TAX STATUS OF BONDS..... 21

**ARTICLE III  
REDEMPTION OF BONDS**

SECTION 301. REDEMPTION GENERALLY..... 21  
SECTION 302. NOTICE OF REDEMPTION; PROCEDURE FOR SELECTION..... 22  
SECTION 303. EFFECT OF CALLING FOR REDEMPTION..... 23  
SECTION 304. CANCELLATION..... 23

**ARTICLE IV  
ACQUISITION AND CONSTRUCTION FUND**

SECTION 401. ACQUISITION AND CONSTRUCTION FUND..... 23  
SECTION 402. PAYMENTS FROM ACQUISITION AND CONSTRUCTION FUND..... 23  
SECTION 403. COST OF A SERIES PROJECT..... 23  
SECTION 404. DISPOSITION OF BALANCES IN ACQUISITION AND CONSTRUCTION FUND..... 25

**ARTICLE V  
ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF**

SECTION 501. LIEN..... 25  
SECTION 502. ESTABLISHMENT OF FUNDS..... 26  
SECTION 503. ACQUISITION AND CONSTRUCTION FUND..... 27  
SECTION 504. REVENUE FUND..... 28

SECTION 505.	DEBT SERVICE FUND. ....	28
SECTION 506.	OPTIONAL REDEMPTION. ....	31
SECTION 507.	REBATE FUND. ....	32
SECTION 508.	INVESTMENT OF FUNDS AND ACCOUNTS. ....	33
SECTION 509.	DEFICIENCIES AND SURPLUSES IN FUNDS AND ACCOUNTS. ....	35
SECTION 510.	INVESTMENT INCOME. ....	35
SECTION 511.	CANCELLATION OF BONDS. ....	36

**ARTICLE VI  
CONCERNING THE TRUSTEE**

SECTION 601.	ACCEPTANCE OF TRUST. ....	36
SECTION 602.	NO RESPONSIBILITY FOR RECITALS. ....	36
SECTION 603.	TRUSTEE MAY ACT THROUGH AGENTS; ANSWERABLE ONLY FOR WILLFUL MISCONDUCT OR GROSS NEGLIGENCE. ....	36
SECTION 604.	COMPENSATION AND INDEMNITY. ....	36
SECTION 605.	NO DUTY TO RENEW INSURANCE. ....	37
SECTION 606.	NOTICE OF DEFAULT; RIGHT TO INVESTIGATE. ....	37
SECTION 607.	OBLIGATION TO ACT ON DEFAULT. ....	37
SECTION 608.	RELIANCE BY TRUSTEE. ....	38
SECTION 609.	TRUSTEE MAY DEAL IN BONDS. ....	38
SECTION 610.	CONSTRUCTION OF AMBIGUOUS PROVISION. ....	38
SECTION 611.	RESIGNATION OF TRUSTEE. ....	38
SECTION 612.	REMOVAL OF TRUSTEE. ....	38
SECTION 613.	APPOINTMENT OF SUCCESSOR TRUSTEE. ....	39
SECTION 614.	QUALIFICATION OF SUCCESSOR TRUSTEE. ....	39
SECTION 615.	INSTRUMENTS OF SUCCESSION. ....	39
SECTION 616.	MERGER OF TRUSTEE. ....	40
SECTION 617.	RESIGNATION OF PAYING AGENT OR BOND REGISTRAR. ....	40
SECTION 618.	REMOVAL OF PAYING AGENT OR BOND REGISTRAR. ....	40
SECTION 619.	APPOINTMENT OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR. ....	41
SECTION 620.	QUALIFICATIONS OF SUCCESSOR PAYING AGENT OR BOND REGISTRAR. ....	41
SECTION 621.	ACCEPTANCE OF DUTIES BY SUCCESSOR PAYING AGENT OR BOND REGISTRAR. ....	41
SECTION 622.	SUCCESSOR BY MERGER OR CONSOLIDATION. ....	41
SECTION 623.	BROKERAGE STATEMENTS. ....	41
SECTION 624.	PATRIOT ACT REQUIREMENTS OF THE TRUSTEE. ....	42

**ARTICLE VII  
FUNDS CONSTITUTE TRUST FUNDS**

SECTION 701.	TRUST FUNDS. ....	42
--------------	-------------------	----

**ARTICLE VIII  
COVENANTS AND AGREEMENTS OF THE DISTRICT**

SECTION 801.	PAYMENT OF BONDS. ....	43
SECTION 802.	EXTENSION OF PAYMENT OF BONDS.....	43
SECTION 803.	FURTHER ASSURANCE. ....	43
SECTION 804.	POWER TO ISSUE BONDS AND CREATE A LIEN.....	43
SECTION 805.	POWER TO UNDERTAKE SERIES PROJECTS AND TO COLLECT PLEDGED REVENUES. ....	43
SECTION 806.	SALE OF SERIES PROJECTS. ....	44
SECTION 807.	COMPLETION AND MAINTENANCE OF SERIES PROJECTS. ....	44
SECTION 808.	ACCOUNTS AND REPORTS. ....	45
SECTION 809.	ARBITRAGE AND OTHER TAX COVENANTS.....	45
SECTION 810.	ENFORCEMENT OF PAYMENT OF ASSESSMENTS.....	45
SECTION 811.	METHOD OF COLLECTION OF ASSESSMENTS.....	46
SECTION 812.	DELINQUENT ASSESSMENTS.....	46
SECTION 813.	DEPOSIT OF PROCEEDS FROM SALE OF TAX CERTIFICATES. ....	46
SECTION 814.	SALE OF TAX DEED OR FORECLOSURE OF ASSESSMENT LIEN. ....	46
SECTION 815.	OTHER OBLIGATIONS PAYABLE FROM ASSESSMENTS.....	47
SECTION 816.	RE-ASSESSMENTS. ....	47
SECTION 817.	GENERAL. ....	47

**ARTICLE IX  
EVENTS OF DEFAULT AND REMEDIES**

SECTION 901.	EXTENSION OF INTEREST PAYMENT.....	48
SECTION 902.	EVENTS OF DEFAULT.....	48
SECTION 903.	ACCELERATION OF MATURITIES OF BONDS OF A SERIES UNDER CERTAIN CIRCUMSTANCES.....	49
SECTION 904.	ENFORCEMENT OF REMEDIES.....	50
SECTION 905.	PRO RATA APPLICATION OF FUNDS AMONG OWNERS OF A SERIES OF BONDS.....	51
SECTION 906.	EFFECT OF DISCONTINUANCE OF PROCEEDINGS. ....	53
SECTION 907.	RESTRICTION ON INDIVIDUAL OWNER ACTIONS. ....	53
SECTION 908.	NO REMEDY EXCLUSIVE. ....	53
SECTION 909.	DELAY NOT A WAIVER. ....	53
SECTION 910.	RIGHT TO ENFORCE PAYMENT OF BONDS. ....	53
SECTION 911.	NO CROSS DEFAULT AMONG SERIES.....	54
SECTION 912.	INDEMNIFICATION. ....	54
SECTION 913.	PROVISIONS RELATING TO BANKRUPTCY OR INSOLVENCY OF LANDOWNER.....	54

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

SECTION 1001.	EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS.....	56
SECTION 1002.	DEPOSIT OF BONDS. ....	57

**ARTICLE XI  
SUPPLEMENTAL INDENTURES**

SECTION 1101.	SUPPLEMENTAL INDENTURES WITHOUT OWNERS’ CONSENT.....	57
SECTION 1102.	SUPPLEMENTAL INDENTURES WITH OWNER CONSENT. ....	58
SECTION 1103.	OPINION OF BOND COUNSEL WITH RESPECT TO SUPPLEMENTAL INDENTURE.....	59
SECTION 1104.	SUPPLEMENTAL INDENTURE PART OF INDENTURE. ....	59
SECTION 1105.	INSURER OR ISSUER OF A CREDIT FACILITY OR LIQUIDITY FACILITY AS OWNER OF BONDS.....	60

**ARTICLE XII  
DEFEASANCE**

SECTION 1201.	DEFEASANCE AND DISCHARGE OF THE LIEN OF THIS MASTER INDENTURE AND SUPPLEMENTAL INDENTURES.....	60
SECTION 1202.	MONEYS HELD IN TRUST. ....	64

**ARTICLE XIII  
MISCELLANEOUS PROVISIONS**

SECTION 1301.	EFFECT OF COVENANT.....	64
SECTION 1302.	MANNER OF GIVING NOTICE TO THE DISTRICT AND THE TRUSTEE. ....	64
SECTION 1303.	MANNER OF GIVING NOTICE TO THE OWNERS. ....	65
SECTION 1304.	SUCCESSORSHIP OF DISTRICT OFFICERS.....	65
SECTION 1305.	INCONSISTENT PROVISIONS.....	66
SECTION 1306.	FURTHER ACTS; COUNTERPARTS. ....	66
SECTION 1307.	HEADINGS NOT PART OF INDENTURE.....	66
SECTION 1308.	EFFECT OF PARTIAL INVALIDITY. ....	66
SECTION 1309.	ATTORNEYS’ FEES.....	66
SECTION 1310.	EFFECTIVE DATE.....	66

EXHIBIT A – FORM OF REQUISITION

## MASTER TRUST INDENTURE

**THIS MASTER TRUST INDENTURE** is dated as of \_\_\_\_\_ 1, 2025, by and between **FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the “District”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, as trustee (the “Trustee”), a national banking association having the authority to exercise corporate trust powers of the type set forth herein, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

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

**WHEREAS**, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Sections 190.011(14), 190.021(2), and 190.022(1) of the Act, to levy and collect Assessments (as defined herein) therefor as provided in Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in Section 190.011(14) of the Act; and

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

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

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

### GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds by the Owners (hereinafter defined), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect

and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (a) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (b) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

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

**IN TRUST NEVERTHELESS**, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

**IT IS HEREBY COVENANTED, DECLARED AND AGREED** that (a) this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) the lien of this pledge and assignment shall be a first lien and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, (d) the Bonds of a Series are to be issued, authenticated and delivered, and (e) the Trust Estate is to be

held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the Supplemental Indenture authorizing the issuance of a Series of Bonds, and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

## ARTICLE I DEFINITIONS

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

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

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

*“Accounts”* shall mean all accounts, except the Series Rebate Account within the Rebate Fund, created pursuant to Section 502 hereof or a Supplemental Indenture.

*“Accreted Value”* shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Capital Appreciation Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Capital Appreciation Bond as of such date shall be the amount determined by compounding the Accreted Value of such Capital Appreciation Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds shall be incorporated in a



Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

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

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

*“Additional Bonds”* shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of parity Additional Bonds of such Series.

*“Additional Series Project”* shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project.

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

*“Assessments”* shall mean all “special assessments” and “benefit special assessments” levied and collected by or on behalf of the District pursuant to Sections 190.011(14), 190.021(2) and 190.022(1) of the Act, together with the applicable interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Assessments shall not include Operation and Maintenance Assessments.

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

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

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

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

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

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

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

*“Bonds”* shall mean the Outstanding Bonds of all Series.

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

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

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

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

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

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

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

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

*“Cost”* as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof, to the extent such costs are consistent with the definition set forth in Section 190.003(8), Florida Statutes, and other applicable law.

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

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

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

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

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

*“Delinquent Assessments”* shall mean, collectively, any and all installments of any Assessments pledged to a Series of Bonds which are not paid when due, including any applicable grace period under State law or District proceedings.

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

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

*“District”* shall mean the Forest Oaks Community Development District, a community development district established and existing pursuant to the Ordinance and the Act, or any successor thereto which succeeds to the obligations of the District hereunder.

*“DTC”* shall mean The Depository Trust Company and its successors and assigns.

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

*“Event of Default”* shall mean any of the events described in Section 902 hereof or in a Supplemental Indenture relating to a specific Series of Bonds.

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

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

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

*“Governing Body”* shall mean the Board of Supervisors of the District.

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

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

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

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

*“Investment Obligations”* shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, any of the following securities:

- (a) Government Obligations;
- (b) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;
- (c) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody’s;
- (d) Money market deposit accounts, time deposits, and certificates of deposits issued by commercial banks, savings and loan associations or mutual savings banks whose short-term obligations are rated, at the time of purchase, in one of the two highest rating categories, without regard to gradation, by Moody’s and S&P;
- (e) Bank or broker repurchase agreements fully secured by securities specified in (a) or (b) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;
- (f) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody’s;
- (g) Any short term government fund or any money market fund whose assets consist of (a), (b) and (c) above;

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

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

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

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

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

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

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

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

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

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

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

*“Moody’s”* shall mean Moody’s Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody’s will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

*“Operation and Maintenance Assessments”* shall mean “special assessments” described in Section 190.022(1), Florida Statutes, and “maintenance special assessments” described in Section 190.021(3), Florida Statutes, levied and collected for the maintenance of District facilities or the operations of the District.

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

*“Ordinance”* shall mean Ordinance No. 2024-019 of the Board of County Commissioners of Palm Beach County, Florida enacted August 28, 2024, and effective on August 29, 2024, establishing the District, as such ordinance may be supplemented or amended from time to time.

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

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

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

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

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

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

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

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

*“Pledged Funds”* shall mean all of the Series Pledged Funds.

*“Pledged Revenues”* shall mean all of the Series Pledged Revenues.

*“Prepayments”* shall mean the principal amount of any Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.

*“Property Appraiser”* shall mean the Property Appraiser of Palm Beach County, Florida, or the person succeeding to such officer’s principal functions.

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

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

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

*“Record Date”* shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

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

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



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

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

*“S&P”* shall mean S&P Global Ratings, a business unit of Standard & Poor’s Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

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

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

*“Series”* shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

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

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

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

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

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

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

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

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

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

*“Series Project”* or *“Series Projects”* shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

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

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

*“Series Reserve Account”* shall mean the Series Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by a Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

*“Series Reserve Account Requirement”* shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve Account for a Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the *“Series Reserve Account Requirement”* shall be an amount equal to the least of (a) the Maximum Annual Debt Service Requirement for all Bonds of such Series then Outstanding, (b) 125% of the average annual debt service for all Bonds of such Series then Outstanding, or (c) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement

in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of (i) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (ii) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (c) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

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

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

*“Series Trust Estate”* shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

*“State”* shall mean the State of Florida.

*“Supplemental Indenture”* shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

*“Taxable Bonds”* shall mean Bonds of a Series which are not Tax Exempt Bonds.

*“Tax Certificate”* shall mean the certificate of the District delivered at the time of issuance of Tax Exempt Bonds setting forth the expectations of the District with respect to the use of the proceeds of such Tax Exempt Bonds, including the Tax Regulatory Covenants.

*“Tax Collector”* shall mean the Tax Collector of Palm Beach County, Florida, or the person succeeding to such officer’s principal functions.

*“Tax Exempt Bonds”* shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

*“Tax Exempt Obligations”* shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

*“Tax Regulatory Covenants”* shall mean the tax covenants of the District contained in the Tax Certificate prepared by Bond Counsel, executed by the District and contained in the closing transcript relating to a Series of Tax Exempt Bonds, setting forth the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

*“Term Bonds”* shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

*“Time Deposits”* shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any federal or State savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by State law.

*“Trust Estate”* shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

*“Trustee”* shall mean U.S. Bank Trust Company, National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

*“Uniform Method”* shall mean the uniform method for the levy, collection and enforcement of Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

*“Variable Rate Bonds”* shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

*“Vice Chair”* shall mean the Vice Chair of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

**Section 102. Rules of Construction.** Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “Bond,” “Owner,” “person,” “Paying Agent,” and “Bond Registrar” shall include the plural as well as the singular number and the word “person” shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of State law shall be deemed to include any and all amendments thereto.

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

**Section 201. Issuance of Bonds.** For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

**Section 202. Details of Bonds.** Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than

\$1,000,000 in aggregate principal amount of the Bonds, or, if less than such amount, all of the Bonds then Outstanding). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

**Section 203. Execution and Form of Bonds.** The Bonds shall be signed by, or bear the facsimile signature of, the Chair, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the facsimile signature of, the Trustee; provided, however, that each Bond shall be manually signed by either the Chair, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on each Bond. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and transfer to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

**Section 204. Negotiability, Registration and Transfer of Bonds.** The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State.

**Section 205. Ownership of Bonds.** The person in whose name any Bond shall be registered shall be deemed the absolute Owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered Owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered

owner of any Bond as the absolute Owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

**Section 206. Special Obligations.** Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of the State. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

**Section 207. Authorization of Bonds.**

(a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost (as provided in Section 403 hereof) of a Series Project or Series Projects or refunding a Series of Bonds or any portion thereof then Outstanding; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; (iii) paying the costs and expenses of issuing such Series of Bonds; and (iv) undertaking other acts permitted by the Act.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

- (i) an executed and attested original or certified copy of this Master Indenture;
- (ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect

to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally and subject to equitable principles, whether in a proceeding at law or in equity and that the Assessments are legal, valid, and binding liens upon the property against which the Assessments are made, coequal with the lien of all State, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid; and

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are Tax Exempt Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to the initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chair or Vice Chair of the District.

(c) The proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as provided by Supplemental Indenture for such Series of Bonds.



**Section 208. Mutilated, Destroyed or Lost Bonds.** If any Bonds become mutilated, destroyed or lost, the District may cause to be executed and delivered a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

**Section 209. Parity Obligations Under Credit Agreements.** As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable on parity with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

**Section 210. Bond Anticipation Notes.** Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Series Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the related Series Capitalized Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

**Section 211. Tax Status of Bonds.** Any Series of Bonds issued under this Master Indenture may be issued either as Tax Exempt Bonds or Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

### **ARTICLE III REDEMPTION OF BONDS**

**Section 301. Redemption Generally.** The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of a Series shall be called for redemption, the particular Bonds of such Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the “unit of principal amount”).

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the Redemption Price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest Redemption Price

(including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

**Section 302. Notice of Redemption; Procedure for Selection.** The District shall establish each redemption date, other than in the case of a mandatory redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (a) the numbers of the Bonds to be redeemed, by giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (b) the CUSIP numbers of all Bonds being redeemed; (c) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (d) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (e) the rate or rates of interest borne by each Bond being redeemed; (f) the maturity date of each Bond being redeemed; (g) the place or places where amounts due upon such redemption will be payable; (h) any condition or conditions to be met prior to the redemption of the Bonds being redeemed; and (i) the notice date, redemption date, and Redemption Price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the Redemption Price and shall state that further interest on such Bonds will not accrue from and after the redemption date; provided, however, that such presentation shall not be required while such Bonds are held in a book-entry only format. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

**Section 303. Effect of Calling for Redemption.** On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the Redemption Price provided for the redemption of such Bonds on such date and, moneys for payment of the Redemption Price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the Redemption Price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

**Section 304. Cancellation.** Bonds called for redemption shall be canceled upon the surrender thereof.

#### ARTICLE IV ACQUISITION AND CONSTRUCTION FUND

**Section 401. Acquisition and Construction Fund.** There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and there shall be deposited to the credit of the Series Acquisition and Construction Accounts the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

**Section 402. Payments from Acquisition and Construction Fund.** Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

**Section 403. Cost of a Series Project.** For the purposes of this Master Indenture, the Cost of a Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of State law, or this Master Indenture, the following:

(a) *Expenses of Bond Issuance.* All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, costs, and

Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(b) *Accrued and Capitalized Interest.* Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Series Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Series Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Series Capitalized Interest Account or Series Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount on deposit in such Series Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Series Acquisition and Construction Account.

(c) *Acquisition Expenses.* The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-way, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute a Series Project or which are necessary or convenient to acquire, install and construct a Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(d) *Construction Expense.* All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of a Series Project, and including without limitation costs incident to the award of contracts.

(e) *Other Professional Fees and Miscellaneous Expenses.*

(i) All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of a Series Project.

(ii) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction of a Series Project.

(iii) Costs of surveys, estimates, plans and specifications.

- (iv) Costs of improvements.
  - (v) Financing charges.
  - (vi) Creation of initial reserve and debt service funds.
  - (vii) Working capital.
  - (viii) Amounts to repay Bond Anticipation Notes or loans made to finance any costs permitted under the Act.
  - (ix) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.
  - (x) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.
  - (xi) Expenses of management and supervision of a Series Project.
  - (xii) Costs of effecting compliance with any and all governmental permits relating to a Series Project.
  - (xiii) Any other “cost” or expense as provided by the Act.
- (f) *Refinancing Costs.* All costs described in (a) through (e) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

**Section 404. Disposition of Balances in Acquisition and Construction Fund.** On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account or as otherwise provided in the Supplemental Indenture, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

## ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

**Section 501. Lien.** There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the

Series Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

**Section 502. Establishment of Funds.** The following funds are hereby established and shall be held by the Trustee:

(a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Acquisition and Construction Account and a separate Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series of Bonds issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

(i) a Series Interest Account,

(ii) a Series Principal Account,

(iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Series Prepayment Subaccount and a Series Optional Redemption Subaccount, and

(v) a Series Capitalized Interest Account

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Accounts or dispense with the Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

**Section 503. Acquisition and Construction Fund.**

(a) *Deposits.* The District shall pay to the Trustee, for deposit into the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

- (i) the amounts set forth in the Supplemental Indenture relating to such Series of Bonds;
- (ii) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;
- (iii) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof; and
- (iv) amounts received by the District from a governmental entity pursuant to an interlocal agreement or other similar agreement between the District and such governmental entity providing for the payment by such governmental entity of a portion of the Costs of a Series Project when such costs were initially paid from the related Series Acquisition and Construction Account in the Acquisition and Construction Fund, or as otherwise required to preserve the tax-exempt status of a Series of Bonds.

Amounts in such Series Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in such Series Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) *Disbursements.* Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition substantially in the form of Exhibit A attached hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The



Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b) or to determine that the requisition is for payment of a Cost for which payment is permitted hereunder.

(c) *Inspection.* All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District during the normal business hours of the Trustee, the Consulting Engineer, the Owner of twenty percent (20%) or more of the Outstanding Bonds of the related Series, and the agents and representatives thereof.

(d) *Completion of Series Project.* On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of the Series Project shall be applied in accordance with the provisions of Section 404 hereof. The Trustee shall have no duty to determine whether the Date of Completion has occurred and the Trustee shall not be deemed to have knowledge that the Date of Completion has occurred until the Trustee has received the certificate of the Consulting Engineer establishing such Date of Completion as specified in the definition of Date of Completion in Section 101 hereof.

**Section 504. Revenue Fund.** The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds. The Trustee may assume that any payments made by the District are not Prepayments and are to be deposited into the applicable Series Revenue Account absent written notification to the contrary to the Trustee at the time such funds are deposited with the Trustee.

**Section 505. Debt Service Fund.**

(a) *Principal, Maturity Amount, Interest and Amortization Installments.* Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, on the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on such Series of Bonds on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the principal amount, if any,

payable with respect to Serial Bonds of such Series of Bonds on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series of Bonds are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series of Bonds on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series of Bonds maturing on such Interest Payment Date;

(v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to such Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) *Disposition of Remaining Amounts on Deposit in Series Revenue Account.* The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, Series Sinking Fund Account, and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of all Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installments required to be paid into the Series Sinking Fund Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an

Authorized Officer. Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and used for any lawful purpose of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.

(c) *Series Reserve Account.* Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose and as provided in Section 905 hereof.

(d) *Series Debt Service Account.* Moneys held for the credit of a Series Interest Account, Series Principal Account and Series Sinking Fund Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and the Amortization Installments of Term Bonds of such Series, as the case may be.

(e) *Series Redemption Account.* Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) *Payment to the District.* When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series of Bonds to the aggregate principal amount of all Series of Bonds then Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

## **Section 506. Optional Redemption.**

(a) *Excess Amounts in Series Redemption Account.* The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) *Purchase of Bonds of a Series.* The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (A) stating that sufficient moneys are on deposit in the Series Redemption Account to pay the purchase price of such Bonds; (B) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (C) containing cash flows which demonstrate that, after giving effect to the

purchase of Bonds in the amounts and maturities set forth in clause (B) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (x) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (y) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (z) containing cash flows which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (y) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installments for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bonds.

**Section 507. Rebate Fund.**

(a) *Creation.* There is created and established by Section 502 hereof a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) *Payment to United States.* The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) *Deficiencies.* If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as provided in paragraph (b) above. The Trustee shall have no duty to pay any such deficiency from its own funds.

(d) *Survival.* The covenants and agreements of the District in this Section 507, Section 809, and any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Tax Exempt Bonds of a Series from gross income for federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

**Section 508. Investment of Funds and Accounts.** Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Accounts for such Series of Bonds shall be invested as hereinafter in this Section 508.

(a) *Series Acquisition and Construction Account, Series Revenue Account and Series Debt Service Account.* Moneys held for the credit of a Series Acquisition and Construction Account, a Series Revenue Account, and a Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Account will be required for the purposes intended.

(b) *Series Reserve Account.* Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) *Investment Obligations as a Part of Funds and Accounts.* Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall, to the extent permitted by law, sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary to do so in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) *Valuation.* In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. Unless otherwise provided in a Supplemental Indenture related to a Series of Bonds, the Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the Redemption Price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

**Section 509. Deficiencies and Surpluses in Funds and Accounts.** For purposes of this Section 509: (a) a “deficiency” shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a “surplus” shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the written direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account or as otherwise provided in the related Supplemental Indenture.

**Section 510. Investment Income.** Unless otherwise provided in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Account and used for the purpose of such Account. Unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, earnings on investments in a Series Principal Account and Series Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise provided in a Supplemental Indenture relating to a Series of Bonds, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited to the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve



Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account.

**Section 511. Cancellation of Bonds.** All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall, upon request of the District, execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

## **ARTICLE VI CONCERNING THE TRUSTEE**

**Section 601. Acceptance of Trust.** The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties and obligations expressly set forth herein, and no duties or obligations shall be implied against the Trustee.

**Section 602. No Responsibility for Recitals.** The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee, and the Trustee shall be under no responsibility for the correctness thereof.

**Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Gross Negligence.** The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the negligence or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may conclusively rely on the advice of counsel and shall not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own gross negligence or willful misconduct.

**Section 604. Compensation and Indemnity.** The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and, to the extent permitted under State law, and without waiving any limitations of liability set forth in Section 768.28, Florida Statutes, or other applicable law, shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to the Trustee's own negligence or misconduct. The

Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable other than moneys from a Credit Facility or Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) or (b) hereof, as the case may be, upon the occurrence of an Event of Default. Notwithstanding the foregoing, the indemnification provided by this Section 604 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct, and shall not cause the District to waive any limitations of liability as may be set forth in Section 768.28, Florida Statutes, or other applicable law.

**Section 605. No Duty to Renew Insurance.** The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

**Section 606. Notice of Default; Right to Investigate.** The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee, based upon the advice of counsel upon which the Trustee is entitled to conclusively rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Bonds then Outstanding affected by such default. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

**Section 607. Obligation to Act on Default.** Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to

which it may be put and to protect it against all liability, except liability resulting from its own gross negligence or willful misconduct in connection with any such action.

**Section 608. Reliance by Trustee.** The Trustee may conclusively rely upon in acting on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

**Section 609. Trustee May Deal in Bonds.** The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

**Section 610. Construction of Ambiguous Provision.** The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

**Section 611. Resignation of Trustee.** The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee has already been appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

**Section 612. Removal of Trustee.** Any Trustee hereunder may be removed at any time upon thirty (30) days' notice, with or without cause, by a written instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series of Bonds as to which such

Event of Default exists and filed with the Trustee and the District and payment of any amounts owed to the Trustee.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any material provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

**Section 613. Appointment of Successor Trustee.** If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

**Section 614. Qualification of Successor Trustee.** A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

**Section 615. Instruments of Succession.** Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder and certifying that it is qualified to serve as successor Trustee hereunder, and thereupon such successor Trustee, without any further act, deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it

hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

**Section 616. Merger of Trustee.** Any corporation, entity or purchaser into which any Trustee hereunder may be merged or with which it may be consolidated or sold or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation, entity or purchaser resulting from any merger or consolidation or sale to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation, entity or purchaser continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation, entity or purchaser does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

**Section 617. Resignation of Paying Agent or Bond Registrar.** The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

**Section 618. Removal of Paying Agent or Bond Registrar.** The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed and the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days after delivery of the instrument (or such longer period as may be set forth in such instrument); provided, however, that no such removal shall be effective until the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

**Section 619. Appointment of Successor Paying Agent or Bond Registrar.** In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

**Section 620. Qualifications of Successor Paying Agent or Bond Registrar.** Every successor Paying Agent or Bond Registrar shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, authorized by law to perform all the duties imposed upon it by this Master Indenture, and capable of meeting its obligations hereunder, and (b) have a combined net capital and surplus of at least \$50,000,000.

**Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar.** Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

**Section 622. Successor by Merger or Consolidation.** Any corporation, entity or purchaser into which any Paying Agent or Bond Registrar hereunder may be merged or converted or sold or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation, entity or purchaser resulting from any merger, sale or consolidation or purchase to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

**Section 623. Brokerage Statements.** The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost,

as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish or otherwise make available to the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

**Section 624. Patriot Act Requirements of the Trustee.** To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

## ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

**Section 701. Trust Funds.** Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Account in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Accounts for other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and to a second lien in favor of the Trustee as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any parity obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) or (b) hereof, as applicable; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

**ARTICLE VIII  
COVENANTS AND AGREEMENTS OF THE DISTRICT**

**Section 801. Payment of Bonds.** The District shall duly and punctually pay or cause to be paid, but only from the Series Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

**Section 802. Extension of Payment of Bonds.** Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

**Section 803. Further Assurance.** At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture; provided, however, that nothing herein shall be construed as a pledge of the full faith and credit of the District or a general obligation of the District.

**Section 804. Power to Issue Bonds and Create a Lien.** The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, but without intending to waive any limitations on liability set forth in Section 768.28, Florida Statutes, or other applicable law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

**Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues.** The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (a) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory



body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (b) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

**Section 806. Sale of Series Projects.** The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (a) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (b) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (c) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

**Section 807. Completion and Maintenance of Series Projects.** The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

**Section 808. Accounts and Reports.**

(a) *Accounts Report.* The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with or otherwise make available to the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or Beneficial Owner in the case of book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information from the District in writing to the District.

(b) *Inspection.* The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner of at least twenty percent (20%) of the Outstanding Bonds of the related Series at the designated corporate trust office of the Trustee upon the giving of at least five (5) days advance written notice to the Trustee.

(c) *Reports Pursuant to Uniform Special District Accountability Act of 1989.* The District covenants and agrees that it will comply with the provisions of Chapter 189, Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

**Section 809. Arbitrage and Other Tax Covenants.** The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will, to the extent not remitted by the Trustee from funds held in a Series Rebate Account, remit to the United States the Rebate Amount at the time and place required by this Master Indenture, any Supplemental Indenture, and the Tax Regulatory Covenants. Notwithstanding the foregoing, nothing shall require the District to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the Governing Body.

**Section 810. Enforcement of Payment of Assessments.** The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues

are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

**Section 811. Method of Collection of Assessments.** The District shall levy and collect Assessments in accordance with applicable State law, including the Act.

**Section 812. Delinquent Assessments.** If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment pledged to a Series of Bonds, then such Assessment shall be enforced in accordance with the provisions of the Act and Chapters 170 and/or 197, Florida Statutes, as amended, including but not limited to the sale of tax certificates and tax deeds as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment, the District, either on its own behalf or through the actions of the Trustee, may, and shall, if so directed in writing by the Majority Owners of the Bonds of such Series then Outstanding, declare the entire unpaid balance of such Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law.

Notwithstanding anything to the contrary herein, the District shall be entitled to recover from any foreclosure or other enforcement action before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Assessments or Pledged Revenues. The foregoing is not intended and does not create a right for the District to be paid prior to the Trustee's right as provided in Section 905 hereof.

**Section 813. Deposit of Proceeds from Sale of Tax Certificates.** If any tax certificates relating to Delinquent Assessments which are pledged to secure the payment of the principal of and interest on a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Delinquent Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

**Section 814. Sale of Tax Deed or Foreclosure of Assessment Lien.** If any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount greater than or equal to the full amount due on the Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may, but is not required to, then be purchased by the District for an amount equal to or less than the balance due on the Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for

the benefit of the Owners of the Series of Bonds to which such Assessments were pledged; provided that the Trustee shall have the right, acting at the written direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Majority Owners or the Trustee, acting at the written request of such Majority Owners, of the Bonds of such Series then Outstanding.

**Section 815. Other Obligations Payable from Assessments.** Except as otherwise provided in a Supplemental Indenture, the District will not issue or incur any obligations payable from the proceeds of Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to State law.

**Section 816. Re-Assessments.** If any Assessment shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessment is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessment when it might have done so, the District shall either: (a) take all necessary steps to cause a new Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (b) in its sole discretion, make up the amount of such Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment shall also be annulled, the District shall obtain and make other Assessments until a valid Assessment shall be made.

**Section 817. General.** The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance, such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Owners may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

## **ARTICLE IX EVENTS OF DEFAULT AND REMEDIES**

**Section 901. Extension of Interest Payment.** If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled, in case of a default hereunder, to the benefit or security of this Master Indenture unless the aggregate principal amount of and all accrued interest on all Bonds then Outstanding, the time for payment of which shall not have been extended, shall have previously been paid in full.

**Section 902. Events of Default.** Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments pledged to a Series of Bonds shall have become Delinquent Assessments and, as the result thereof, the Trustee has withdrawn funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds;

(h) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable, and such default continues for sixty (60) days after the date when due; and

(i) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; provided, however, that if such performance requires work to be done, actions to be taken, or conditions to be remedied, which by their nature cannot reasonably be done, taken or remedied, as the case may be, within such thirty (30) day period, no Event of Default shall be deemed to have occurred or exist if, and so long as, the District shall commence such performance within such thirty (30) day period and shall diligently and continuously prosecute the same to completion.

**Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances.** Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of the Bonds of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no

such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series of Bonds then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

**Section 904. Enforcement of Remedies.** Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under State law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607 hereof, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (a) an Event of Default shall have occurred and is continuing; (b) the Majority Owners of such Series of Bonds then Outstanding have requested the Trustee, in writing, to exercise the powers granted in the first paragraph of this Section 904 or to pursue such remedy in its or their name or names; (c) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (d) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (e) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of the Bonds of such Series then Outstanding. The provisions of the immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No Owner or Owners of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

**Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds.** Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:



FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

**Section 906. Effect of Discontinuance of Proceedings.** If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

**Section 907. Restriction on Individual Owner Actions.** Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

**Section 908. No Remedy Exclusive.** No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

**Section 909. Delay Not a Waiver.** No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

**Section 910. Right to Enforce Payment of Bonds.** Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

**Section 911. No Cross Default Among Series.** The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

**Section 912. Indemnification.** Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's gross negligence or willful misconduct. In the case of an indemnity from the District, such indemnity may only be provided by the District to the extent permitted by State law, and shall not cause the District to waive any limitations of liability as may be set forth in Section 768.28, Florida Statutes, or other applicable law.

**Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner.**

(a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Assessments pledged to the Bonds of a Series then Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series then Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture (provided, however, the Majority Owners of the Bonds of a Series then Outstanding shall

be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners or the Trustee, acting at the direction of such Majority Owners, within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series then Outstanding, the Bonds of such Series then Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee or the Majority Owners;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners of the Bonds of a Series then Outstanding shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners and the Trustee within sixty (60) days following delivery to the Majority Owners and the Trustee of a written request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series then Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series then Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding which is adverse to the Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series then Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right to (A) file a proof of claim with respect

to the Assessments pledged to the Bonds of a Series then Outstanding, (B) deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (C) defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim for Operation and Maintenance Assessments in such manner as it shall deem appropriate in its sole and absolute discretion; provided, however, that such claim shall not affirmatively seek to reduce the amount or receipt of Assessments. Any actions taken by the District in pursuance of its claim for Operation and Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series then Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

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

**Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds.** Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

**Section 1002. Deposit of Bonds.** Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

## **ARTICLE XI SUPPLEMENTAL INDENTURES**

**Section 1101. Supplemental Indentures Without Owners' Consent.** The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

- (a) to provide for the initial issuance of a Series of Bonds or Refunding Bonds; or
- (b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of Refunding Bonds which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or
- (c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or
- (d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or
- (e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Bonds then Outstanding; or
- (f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 189, 190 and 197, Florida Statutes, or any other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (i) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (ii) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or
- (g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds then Outstanding, upon which opinion the Trustee may conclusively rely.

**Section 1102. Supplemental Indentures With Owner Consent.**

(a) Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners of Bonds then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

- (i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;
- (ii) a reduction in the principal, premium, or interest on any Bond;
- (iii) a preference or priority of any Bond over any other Bond; or
- (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

(b) In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

- (i) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;
- (ii) a reduction in the principal, premium, or interest on any Bond of such Series;
- (iii) a preference or priority of any Bond of such Series over any other Bond of such Series;
- (iv) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture; or
- (v) any amendments to this Article XI.

(c) If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

(d) Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

**Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture.** In addition to the other requirements herein set forth with respect to Supplemental Indentures or indentures supplemental to a Supplemental Indenture, no such indentures shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds. The opinions required by the foregoing shall be obtained at the expense of the District.

**Section 1104. Supplemental Indenture Part of Indenture.** Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.



**Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds.**

(a) As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's written request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Bonds of such Series then Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes.

(b) Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series then Outstanding or of any installment of interest thereon; or (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

**ARTICLE XII  
DEFEASANCE**

**Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.**

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee

upon the written request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed in writing by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds then Outstanding or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Bonds of any particular maturity or Series then Outstanding shall, prior to the maturity or redemption date thereof, be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice to the registered Owners of such Bonds and to the Bond Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which

moneys are to be available for the payment of the principal or Redemption Price, if applicable, on such Bonds; and (iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased, that such Series of Bonds are no longer Outstanding, and that, in the case of Tax Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement and/or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and/or any Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement and/or any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest securing such Bonds or otherwise existing under this Master Indenture. For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under any Letter of Credit Agreement and/or any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement and/or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above

or by depositing in the Series Interest Account, the Series Principal Account, the Series Sinking Fund Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and Redemption Price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (e), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and Redemption Price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility and/or Liquidity Facility, for obligations under any Letter of Credit Agreement and/or any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture, any Letter of Credit Agreement and/or any Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District, be repaid by the Trustee or Paying Agent to the District as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registration books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and

to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds then Outstanding" were a reference to the "Bonds of such Series then Outstanding."

**Section 1202. Moneys Held in Trust.** All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

### ARTICLE XIII MISCELLANEOUS PROVISIONS

**Section 1301. Effect of Covenant.** All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

**Section 1302. Manner of Giving Notice to the District and the Trustee.** Any notice, demand, direction, consent, request or other communication or instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be provided in writing (provided that any communication sent to the Trustee hereunder must be in the form of a document that is signed manually or by way of a digital signature provider agreed to in writing by the Trustee and the District) and shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by overnight delivery, certified mail, return receipt requested, first-class mail or e-mail:

To the District, addressed to:

Forest Oaks Community Development District  
c/o Special District Services, LLC  
2501A Burns Road, Suite A  
Palm Beach Gardens, Florida 33410  
Attention: Michael McElligott  
Email: MMcElligott@sdsinc.org

To the Trustee, addressed to:

U.S. Bank Trust Company, National Association  
500 West Cypress Creek Road, Suite 460  
Fort Lauderdale, Florida 33309  
Attention: Corporate Trust Department  
Email: Robert.Hedgecock@usbank.com

or to such other address as shall be provided to the other party hereto in writing. Subject to Sections 604 and 912 herein, the District agrees to assume all risks arising out of the use of digital signatures and electronic methods to submit communications to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

**Section 1303. Manner of Giving Notice to the Owners.** Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

**Section 1304. Successorship of District Officers.** If the offices of Chair or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

**Section 1305. Inconsistent Provisions.** All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

**Section 1306. Further Acts; Counterparts.** The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

**Section 1307. Headings Not Part of Indenture.** Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

**Section 1308. Effect of Partial Invalidity.** In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State shall govern their construction.

**Section 1309. Attorneys' Fees.** Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

**Section 1310. Effective Date.** This Master Indenture shall be effective as of the date first above-written.

[Remainder of page intentionally left blank]

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

(SEAL)

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Secretary

[Signature Page | Master Trust Indenture]



**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION, as Trustee**

---

Robert Hedgecock, Vice President

[Signature Page | Master Trust Indenture]

**EXHIBIT A  
FORM OF REQUISITION**

The undersigned, an Authorized Officer of Forest Oaks Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of \_\_\_\_\_ 1, 2025 (the "Master Indenture"), as amended and supplemented by the [\_\_\_\_\_] Supplemental Trust Indenture between the District and the Trustee, dated as of [\_\_\_\_\_] (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund, Account and/or subaccount from which disbursement is to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [ ] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the [ ] Project and each represents a Cost of the [ ] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

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

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

Originals or copies of the invoice(s) from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested are on file with the District.

**FOREST OAKS COMMUNITY DEVELOPMENT  
DISTRICT**

---

Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR  
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [ ] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the [ ] Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the [ ] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

---

Consulting Engineer

**RESOLUTION 2025-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DECLARING MASTER SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAYED BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAYED BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH MASTER SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH MASTER SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE MASTER 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 Forest Oaks 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 preliminary *Engineer’s Report*, dated January 24, 2025, 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 master 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 preliminary *Master Special Assessment Methodology Report*, dated January 24, 2025, attached hereto as **Exhibit B** and incorporated herein by reference and on file at the office of the District Manager, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (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 FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT:**

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

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

**SECTION 3.** The nature and general location of, and plans and specifications for, the Improvements are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

**SECTION 4.** The total estimated cost of the Improvements is \$26,200,000 (the "Estimated Cost").

**SECTION 5.** The Assessments will defray approximately \$35,160,000, which includes the Estimated Cost, plus financing-related costs, capitalized interest, a debt service reserve, and contingency.

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

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

**SECTION 8.** There is on file, at the District Records Office, an assessment plat showing the area to be assessed, with certain plans and specifications describing the Improvements and the estimated cost of the Improvements, all of which shall be open to inspection by the public.

**SECTION 9.** 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.

**SECTION 10.** The District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

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

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

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

**PASSED AND ADOPTED** this 24<sup>th</sup> day of January 2025.

ATTEST:

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** *Engineer's Report*, dated January 24, 2025

**Exhibit B:** *Master Special Assessment Methodology Report*, dated January 24, 2025

**Exhibit A**

***Engineer's Report, dated January 24, 2025***

**Exhibit B**

***Master Special Assessment Methodology Report, dated January 24, 2025***



**RESOLUTION 2025-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON FEBRUARY 28, 2025, AT 10:00 A.M. AT 2500 QUANTUM LAKES DRIVE, SUITE 215, BOYNTON BEACH, FLORIDA 33426, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON IMPOSING MASTER SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE DISTRICT GENERALLY DESCRIBED AS THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, FLORIDA STATUTES.**

WHEREAS, the Board of Supervisors of the Forest Oaks Community Development District (the “Board”) has previously adopted Resolution 2025-05 entitled:

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT DECLARING MASTER SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THOSE INFRASTRUCTURE IMPROVEMENTS WHOSE COST IS TO BE DEFRAID BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE PORTION OF THE ESTIMATED COST OF THE IMPROVEMENTS TO BE DEFRAID BY THE MASTER SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH MASTER SPECIAL ASSESSMENTS SHALL BE MADE; PROVIDING WHEN SUCH MASTER SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING LANDS UPON WHICH THE MASTER 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 2025-05, 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, c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410 (the “District Office”).

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE FOREST OAKS COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** There is hereby declared a public hearing to be held at 10:00 a.m. on February 28, 2025, at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 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, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, FL 33410.

**SECTION 2.** Notice of said hearing shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper(s) of general circulation within Palm Beach County (by two publications one week apart with the first publication at least twenty (20) days prior and the last publication shall be at least one (1) week prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days' written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

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

**PASSED AND ADOPTED** this 24<sup>th</sup> day of January 2025.

ATTEST:

**FOREST OAKS COMMUNITY  
DEVELOPMENT DISTRICT**

---

Secretary / Assistant Secretary

---

Chairperson, Board of Supervisors