Hilliard Isle
Community Development District

Agenda

September 14, 2026

AGENDA

Hilliard Isle
Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

September 7, 2026

Board of Supervisors
Hilliard Isle
Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of **Hilliard Isle Community Development District** will be held on **Monday, September 14, 2026 at 2:30 PM, at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida 34747.** Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    A. Administration of Oaths of Office to Newly Elected Board Members
    B. Consideration of Resolution 2026-28 Canvassing and Certifying the Results of the Landowner's Election
    C. Election of Officers
    D. Consideration of Resolution 2026-29 Electing Officers
4. Approval of Minutes of the July 13, 2026 Meeting
5. Ranking of Proposals for District Engineering Services and Selection of District Engineer
6. Public Hearings
    A. Rules of Procedure
        i. Consideration of Resolution 2026-30 Adopting the District's Rules of Procedure
    B. Uniform Method of Collection
        i. Consideration of Resolution 2026-31 Expressing the District's Intent to Utilize the Uniform Method of Collection
    C. FY2026 & FY2027 Budgets
        i. Consideration of Resolution 2026-32 Adopting the Remainder of Fiscal Year 2026 Budget and Relating to the Annual Appropriations
        ii. Consideration of Resolution 2026-33 Adopting the Fiscal Year 2027 Budget and Relating to the Annual Appropriations
    D. Levy of Special Assessments
        i. Consideration of Engineer's Report
        ii. Consideration of Master Assessment Methodology Report
        iii. Public Comment & Testimony
        iv. Consideration of Resolution 2026-34 Levying Special Assessments
7. Consideration of Fiscal Year 2027 Budget Funding Agreement
8. Adoption of Fiscal Year 2027 Goals and Objectives
9. Staff Reports
    A. Attorney
    B. Engineer

C. District Manager's Report
    i. Approval of Fiscal Year 2027 Meeting Schedule
10. Other Business
11. Supervisors Requests
12. Adjournment

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

Sincerely,

George S. Flint

George S. Flint
District Manager

CC: Ryan Dugan, District Counsel
William Whitegon, Interim District Engineer

Enclosures

SECTION III

SECTION B

RESOLUTION 2026-28

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT:

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

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

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

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

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

PASSED AND ADOPTED this 14th day of September, 2026.

ATTEST**:**	**HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

SECTION D

RESOLUTION 2026-29

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

WHEREAS, Hilliard Isle Community Development District (hereinafter the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT:

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

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer	_____
Assistant Treasurer	_____
Assistant Treasurer	_____

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

PASSED AND ADOPTED this 14th day of September, 2026.

ATTEST:

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

MINUTES

MINUTES OF MEETING
HILLIARD ISLE
COMMUNITY DEVELOPMENT DISTRICT

The Organizational meeting of the Board of Supervisors of the Hilliard Isle Community Development District was held Thursday, July 13, 2026 at 2:30 p.m. at the West Osceola Branch Library, 305 Campus Street, Celebration, Florida.

Present and constituting a quorum were:

Sean Bailey	Chairman
Serena Turke	Vice Chairperson
Dan Edwards	Assistant Secretary

Also present were:

George Flint	District Manager
Ryan Dugan *by phone*	District Counsel
Bill Whitegon *by phone*	Interim District Engineer
Steve Sanford *by phone*	Bond Counsel

FIRST ORDER OF BUSINESS **Introduction**

A. Roll Call

Mr. Flint called the meeting to order at 2:30 p.m. and called roll. Three Board members were present constituting a quorum.

B. Public Comment Period

Mr. Flint stated no members of the public were present other than Board and staff.

C. Oath of Office

Mr. Flint stated the initial Board members were appointed in the creating ordinance that was approved by the city of Kissimmee. He administered the oath to Mr. Bailey, Mr. Edwards and Ms. Turke prior to the meeting.

SECOND ORDER OF BUSNESS **Organizational Matters**

A. Confirmation of Notice of Meeting

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

Mr. Flint noted this is in the agenda. There is some general information on CDDs and Board members obligations as a public official.

C. Election of Officers

1. Consideration of Resolution 2026-01 Electing Officers

Mr. Flint stated this elects the Chair, Vice Chair, Assistant Secretary, Secretary, Treasurer and Assistant Treasurer. The Chair and Vice Chair are required to be Board members. Mr. Bailey will be Chair and Ms. Turke will be Vice Chair. The other three Board members will be Assistant Secretaries. Mr. Flint will be Secretary, Jill Burns will be Treasurer, Katie Costa and Darrin Mossing will be Senior Assistant Treasurers.

> On MOTION by Mr. Bailey, seconded by Mr. Edwards, with all in favor, Resolution 2026-01 Electing officers, was approved.

THIRD ORDER OF BUSINESS Consent Agenda

- **A. Consideration of Agreement for District Management Services**
  - **1. Consideration of Resolution 2026-02 Appointing District Manager**
- **B. Consideration of Agreement for District Counsel Services**
  - **1. Consideration of Resolution 2026-03 Appointing District Counsel**
- **C. Consideration of Resolution 2026-04 Selection of Registered Agent and Office**
- **D. Consideration of Resolution 2026-05 Appointing Interim District Engineer**
- **E. Consideration of Interim District Engineering Agreement**
- **F. Request Authorization to Issue RFQ for Engineering Services**
- **G. Consideration of Resolution 2026-06 Designating a Qualified Public Depository (Truist)**
- **H. Consideration of Resolution 2026-07 Authorization of Bank Account Signatories**
- **I. Consideration of Resolution 2026-08 Relating to Defense of Board Members**
- **J. Consideration of Resolution 2026-09 Ratifying District Counsel's Actions in Recording in the Property Records of Osceola County, Florida the "Notice of Establishment" in accordance with Chapter 190.0485, Florida Statutes**
  - **1. Notice of Establishment**
- **K. Consideration of Resolution 2026-10 Adopting Investment Guidelines**
- **L. Consideration of Resolution 2026-11 Authorizing Execution of Public Depositor Report**
- **M. Consideration of Resolution 2026-12 Designating a Policy for Public Comment**
- **N. Consideration of Resolution 2026-13 Adopting a Travel and Reimbursement Policy**
- **O. Consideration of Resolution 2026-14 Adopting Prompt Payment Policy**
- **P. Consideration of Resolution 2026-15 Adopting a Records Retention Policy (Option 1)**
- **Q. Consideration of Compensation to Board Members**
- **R. Consideration of Resolution 2026-16 Designating the Primary Administrative Office and Principal Headquarters of the District and Selecting District Records Office**
- **S. Consideration of Website Services Agreement**

T. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date of August 1st for Osceola County
U. Consideration of Resolution 2026-17 Authorizing Chairperson and Vice Chairperson to Execute Plats, Permits and Conveyances
V. Consideration of Resolution 2026-18 Authorizing the Use of Electronic Documents and Signatures
W. Consideration of Fiscal Year 2025-2026 Budget Funding Agreement

Mr. Flint presented the consent agenda, items A through W. He offered to take questions from the Board on any of the consent agenda items.

> On MOTION by Mr. Bailey seconded by Ms. Turke, with all in favor, Consent Agenda Items A-W, were approved.

FOURTH ORDER OF BUSINESS New Business

A. Consideration of Resolution 2026-19 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2026

Mr. Flint recommended setting the regular monthly meeting date on the second Monday of each month at 2:30 p.m. in this location. The resolution would approve meetings in August, September and October which would be the remainder of the fiscal year.

> On MOTION by Mr. Bailey, seconded by Mr. Edwards with all in favor, Resolution 2026-19 Designation of Regular Monthly Meeting Date – Second Monday at 2:30 p.m. at this Location for Fiscal August, September and October of this fiscal year, was approved.

B. Consideration of Resolution 2026-20 Designating Landowners' Meeting Date, Time and Location

Mr. Flint stated this resolution designates the landowners meeting, and the recommended date is September 14, 2026 at 2:30 p.m. It has to be held within 90 days of the creation of the District.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-20 Designating Landowners' Meeting for September 14, 2026 at 2:30 p.m. at this location, was approved.

C. Designation of Date of Public Hearing to Adopt Rules of Procedure in accordance with Section 120.54, Florida Statutes
1. Consideration of Resolution 2026-21 Setting the Public Hearing to Consider the Proposed Rules of the District

Mr. Flint recommended setting the public hearing to adopt the Rules of Procedure for September 14, 2026 at 2:30 p.m. in this location. The draft set of rules are included in the agenda package.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-21 Setting the Public Hearing to Consider the Proposed Rules of the District on September 14, 2026 at 2:30 p.m. at this location, was approved.

D. Designation of Date of Public Hearing on the Budgets for Fiscal Years 2026 and 2027

1. Consideration of Resolution 2026-22 Setting the Public Hearing and Approving the Proposed Budgets for Fiscal Year 2026

Mr. Flint stated Resolution 2026-22 is approving the proposed budget for the current fiscal year and setting the public hearing for its final consideration. He recommended September 14, 2026 at 2:30 p.m. for the hearing. Attached is the proposed budget. The annual budget has been prorated for the remaining months in the fiscal year. It contemplates a developer funding agreement. The developer would only be responsible for the actual cost.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-22 Setting a Public Hearing for September 14, 2026 at 2:30 p.m. and Approving the Proposed Budget for Fiscal Year 2026, was approved.

2. Consideration of Resolution 2026-23 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2027

Mr. Flint stated Resolution 2026-23 would set the public hearing for the FY27 budget on September 14, 2026 at 2:30 p.m. and approving a proposed budget. This would be funded through the developer funding agreement.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-23 Setting the Public Hearing and Approving the Proposed Budget for Fiscal Year 2027 for September 14, 2026 at 2:30 p.m., was approved.

E. Consideration of Resolution 2026-24 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Mr. Flint stated Resolution 2026-24 sets the date of the public hearing for the District to utilize the uniform method of collection. This allows them to use the tax bill to collect the O&M and debt assessments. He recommended the September 14, 2026 meeting at 2:30 p.m.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-24 Setting September 14, 2026 for the Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments in Accordance with Section 197.3632, Florida Statutes, was approved.

FIFTH ORDER OF BUSINESS Capital Improvements

A. Appointment of Financing Team

1. Bond Counsel

Mr. Flint stated there is a proposed engagement from Greenberg Traurig to serve as Bond Counsel. Steve Sanford has typically served as Bond Counsel on your other deals.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Engagement of Bond Counsel with Greenberg Traurig, was approved.

2. Underwriter

Mr. Flint noted a proposal from FMSbonds and their rule Q17 disclosure. FMS would be paid out of the proceeds of the bonds. They charge a percentage of the par amount as their fee.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Agreement with FMS as the Underwriter, was approved.

3. Assessment Administrator

Mr. Flint stated these services are covered under the GMS agreement that has already been approved. No further action is required.

4. Trustee

Mr. Flint stated US Bank has provided a proposal to serve as Trustee.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, US Bank as Trustee, was approved.

B. Approval of Financing Team Agreement

Mr. Flint stated many of the professionals get paid out of the proceeds of the bonds and if bonds are not issued, they are not compensated. However, some professionals get paid whether you issue bonds or don't issue bonds. Under this financing funding agreement in the event you don't issue bonds, Pulte would be obligated to pay those professionals such as Engineer and District Counsel.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Financing Team Funding Agreement, was approved.

C. Consideration of Acquisition Agreement between the District and Pulte Home Company, LLC

Mr. Dugan stated this provides the District will acquire improvements that are set out in the Engineer's Report that is in the agenda package. The agreement provides that the District will be able to pay for the improvements with bond funds if and when bonds are issued in the future. It is the standard form of agreement. He offered to take any questions.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Acquisition Agreement between the District and Pulte Home Company, LLC, was approved.

SIXTH ORDER OF BUSINESS Financing Matters

A. Consideration of Resolution 2026-25 Authorizing the Issuance of Bonds

Mr. Flint stated the Board is being asked to initiate the bond validation process. That is started by the Board approving the authorizing resolution or the initial bond resolution. This is prepared by bond counsel. Mr. Sanford stated Resolution 2026-25 is the authorizing validation resolution because any bonds issued by a CDD that have a term of one to five years requires the bonds and the purpose of the bonds to be validated in the circuit court. In order to get in circuit court, the Board has to adopt a resolution authorizing bonds for a particular purpose. This resolution is authorizing a principal amount of bonds not exceeding $146,880,000 in special assessment bonds to be issued in one or more series. It doesn't bind the Board to issue that amount of bonds. That is just the maximum amount that will be validated. The purpose of this bond issue is to finance the public infrastructure described in the District's Engineers report. This resolution also appoints US Bank as your bond trustee and two exhibits attached to the resolution include the Master Trust Indenture between the District and the bond trustee that would govern all series of bonds issued by the District. There is a form of Supplemental Trust Indenture between the District

and the bond trustee and would pertain to every series of bonds the District issues. Every series would have their own bond terms as sources and uses and the like. Every time they do a series of bonds they would have a separate Supplemental Trust Indenture.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-25 Authoring the Issuance of Bonds, was approved.

B. Consideration of Master Engineer's Report

Mr. Whitegon summarized the Master Engineer's Report which describes the proposed capital improvement program. The program includes transportation improvements such as roadways and drainage infrastructure, stormwater improvements, ponds and pond excavation, outfall systems and utility systems. The report also describes lands to be acquired, conservation areas, buffers and common areas as well as landscaping. The report outlines the expected cost for the District to fund and or acquire these improvements. He offered to take any questions and asked for approval in substantial form. Mr. Flint stated the Engineer's Report is structured so it covers the costs that are included in the current boundaries of the District and also includes the estimate of cost of the designated expansion areas which are delineated separately.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Master Engineer's Report, was approved in substantial form.

C. Consideration of Master Assessment Methodology Report

Mr. Flint stated by taking the Master Engineers Report a Master Assessment Methodology was prepared. The areas that are currently within the boundaries of the District as well as the designated expansion areas were included. That was done to demonstrate the bond sizing for the existing boundary and the future expansion boundary for purposes of the bond validation process. The bond validation is actually going to validate all the costs included both in the current boundaries and in the expansion areas. For purposes of the assessment process, they will only be placing a lien on the areas that are currently within the boundaries. He reviewed the tables.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the Master Assessment Methodology Report, was approved in substantial form.

D. Consideration of Resolution 2026-26 Declaring Special Assessments

Mr. Dugan stated this is required by statutory process for the Board to declare their intent to levy assessments in order to repay the bonds and the debt as outlined in the Engineer's Report and the Methodology Report. Section 4 of the resolution shows the CIP amount from the original parcels and the amount of that is $63,807,000. Section the assessments are only related to assessments used to repay debt of the original parcels. That debt amount comes directly from the methodology report as $83,795,000. This is the process to set the maximum assessment lien. They are only doing the original parcels because that is the only land that was in the District boundaries at this time. If and when the expansion process is added, they will go through a similar process for that land. These maximum assessment amounts are not what is anticipated to be actually levied but it is going through and setting the max assuming that you finance all of the construction improvements.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-26 Declaring Special Assessments, was approved.

E. Consideration of Resolution 2026-27 Setting a Public Hearing for Special Assessments

Mr. Flint recommended the September 14th meeting at 2:30 p.m. in this location for the public hearing on special assessments.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Resolution 2026-27 Setting a Public Hearing for Special Assessments on September 14, 2026 at 2:30 p.m. at this location was approved.

SEVENTH ORDER OF BUSINESS Other Business

A. Staff Reports

i. Attorney

Mr. Dugan noted with today's approval, he will start the process for bond validation for the full amount of the $148M. He will follow up with preparing the necessary validation complaint and work with parties that are necessary for the validation hearing to try to get that scheduled as soon as possible. He offered to take questions.

ii. Manager

Mr. Flint stated he didn't have anything further. Anything from the Board that is not on the agenda? Mr. Bailey stated he is assuming the Board is setting everything for September so no August meeting. Mr. Flint stated no, we will advertise as part of the annual notice just in case but he wouldn't expect they would need an August meeting.

B. Supervisor's Requests

There being no comments, the next item followed.

C. Approval of Funding Request No. 1

Mr. Flint stated this allows staff to open the Districts bank account, buy insurance to protect the Board, create the ADA website, and pay for legal advertising totaling $21,750.

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, Funding Request No. 1, was approved.

EIGHTH ORDER OF BUSINESS Adjournment

> On MOTION by Mr. Bailey, seconded by Ms. Turke, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION V

Hilliard Isle Community Development District
Professional Engineering RFQ Ranking Sheet

	Ability and Adequacy	Consultant's Past	Geographic	Willingness to Meet Time	Certified Minority	Recent, Current &	Volume of Work	Total Score	Ranking
Engineering Firms	of Professional Personnel	Performance	Location	& Budget Requirements	Business Enterprise	Projected Workloads	Previously Awarded to Consultant by District		
	25	25	20	15	5	5	5		
LJA Services, Inc.									

RFQ for Engineering Services for the Hilliard Isle Community Development District

GMS - Central Florida, LLC



September 4, 2026

COPY

Cover Letter

September 4, 2026

George Flint
GMS - Central Florida, LLC.
219 East Livingston Street
Orlando, FL 32801

Point of Contact
John T. Townsend, PE
Vice President
Engineering Director
407.887.5345
jtownsend@lja.com

Re: RFQ for Engineering Services

Dear Mr. Flint and Members of the Review Team:

LJA Services, Inc. (LJA) is pleased to submit our qualifications to provide District Engineering services that support the District's planning, design, permitting, construction, and long-term infrastructure needs. Led by Senior Engineering Project Manager William C. "Bill" Whitegon, PE, LJA offers the District three clear advantages: responsive Florida-based leadership, integrated in-house technical expertise, and proven Community Development District experience.

Responsive Florida-based leadership. Bill Whitegon will provide day-to-day leadership for the District, supported by LJA's employee-owned, multidisciplinary Florida team. Based in Maitland and experienced throughout Central Florida, Bill brings practical knowledge of local agency coordination, permitting, infrastructure delivery, and community development needs, allowing LJA to respond quickly and provide dependable guidance throughout each assignment.

Integrated in-house technical expertise. As Senior Engineering Project Manager, Bill will coordinate LJA's engineering, surveying, and construction phase teams from concept through closeout. His background includes roadway design, stormwater collection and management, watershed flood studies, wastewater collection and transmission, water distribution, permitting, schedule coordination, and production oversight, giving the District a single, experienced leader backed by specialized in-house resources.

LJA's survey capabilities include boundary, topographic, tree, environmental line/wetland, construction staking, as-built, cartography, and platting services, supported by modern field equipment, GPS, and drone technology to provide dependable data for design, permitting, and construction.

Proven Community Development District experience. Bill currently serves as District Engineer for the Windsor Cay Community Development District and has managed and supported similar CDD and infrastructure contracts, including project management, design and permitting construction phase services. and final certifications for large-scale residential, resort, roadway, utility, and drainage improvements. LJA's experience serving as District Engineers for the Riverwalk, Bonnet Creek Resort, and Poitras East Community Development Districts as well as the Boggy Creek, Greeneway, Myrtle Creek and Midtown Improvement Districts provides the District with leadership that understands both technical delivery and the unique responsibilities of serving a Community Development District.

With more than 50 years in business and more than 300 services across Land Development, Public Works, Transportation, Rail, Energy, Environmental, and Surveying, LJA gives the District access to specialized expertise backed by a local team focused on responsiveness, quality, schedule, budget, and practical results.

With Bill's proven project management experience and LJA's full-service technical platform, our team is ready to provide responsive leadership, technical depth, and practical solutions to the District. We appreciate your consideration and welcome the opportunity to serve as your District Engineer.



John T. Townsend, PE
Vice President
Engineering Director

ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
RFQ for Engineering Services for the Hilliard Isle Community Development District

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
August 7, 2026	N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
John Townsend, PE - Vice President

5. NAME OF FIRM
LJA Services, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
407.644.4068	N/A	jtownsend@lja.com

C. PROPOSED TEAM

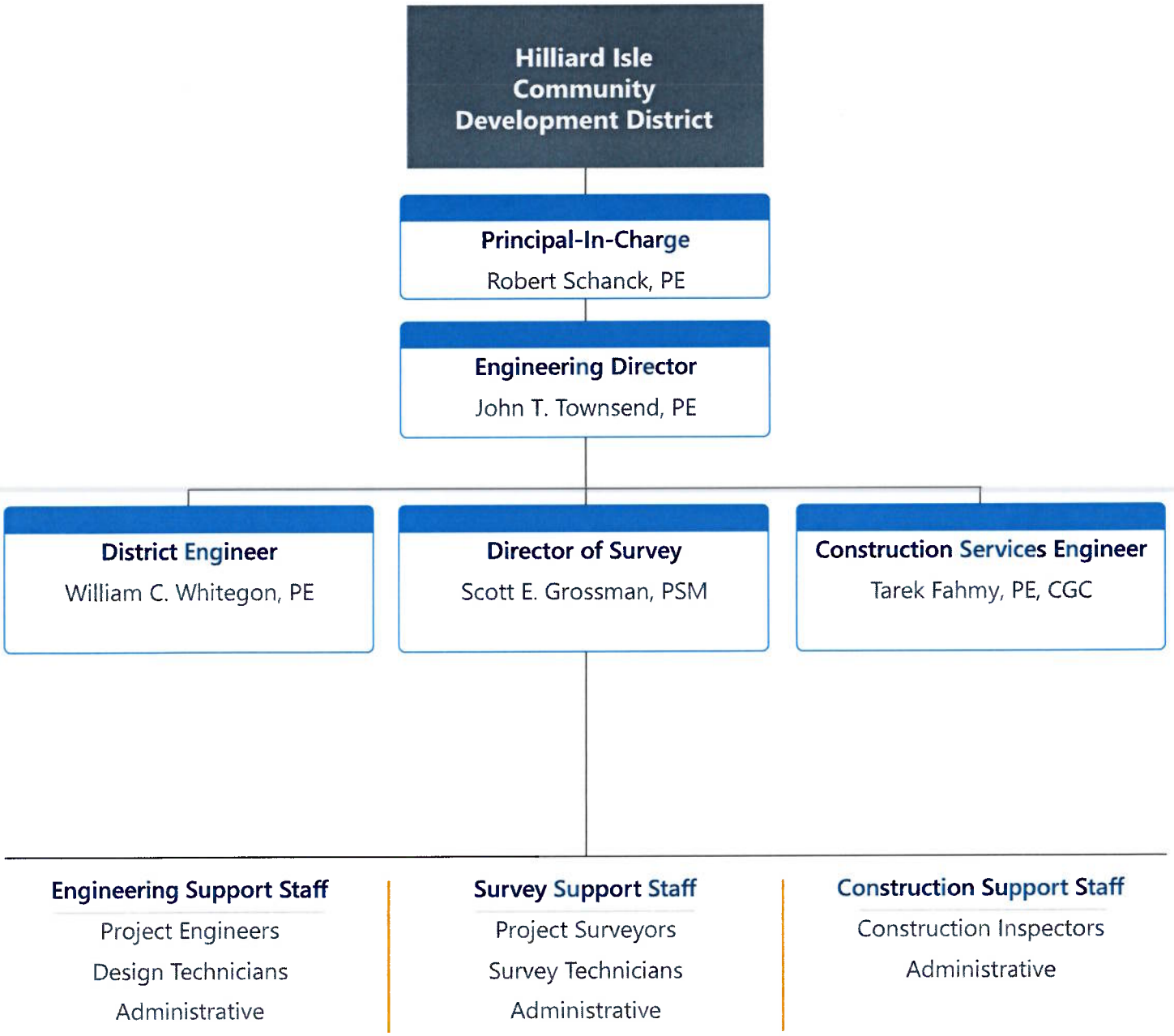
(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	☑	☐	☐	LJA Services, Inc. ☑ CHECK IF BRANCH OFFICE	101 Southhall Lane Suite 100 Maitland, FL 32751	Prime Consultant
b.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
c.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
d.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
e.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		
f.	☐	☐	☐	☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

☑ *(Attached)*

Organization Chart



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Robert Schanck, PE	**Principal-In-Charge**	30	1.5

15. FIRM NAME AND LOCATION *(City and State)*
LJA Services, Inc. (Maitland, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, University of Central Florida MBA, Point Park University	Professional Engineer, Florida #60250

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

Certification

ASFE Fundamentals of Professional Practice Harvard Leadership Training

Advanced Project Management Training Client First Training

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Poitras East Community Development District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

District Engineer – District engineering oversight and leadership for the ±1,060-acre community development district supporting residential and non-residential uses, including a school, community park, and fire station. Responsibilities included oversight of Engineer's Reports, Capital Improvement Programs, district formation and funding support, and coordination of roadway, utility, drainage, surveying, permitting, and construction-phase services. Estimated cost $55.0M±.

b.

(1) TITLE AND LOCATION *(City and State)*: **Boggy Creek Improvement District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

District Engineer – District engineering oversight and strategic guidance for the ±1,126-acre improvement district supporting retail, hospital/office, research and development, hospitality, restaurant, and civic uses. Services included Engineer's Reports, Capital Improvement Programs, infrastructure financing support, surveying, engineering, permitting, construction management, and implementation of capital infrastructure improvements. Estimated cost $80.0M±.

c.

(1) TITLE AND LOCATION *(City and State)*: **Greeneway Improvement District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

District Engineer – District engineering leadership for the ±817-acre improvement district serving retail, commercial, office, civic, and residential developments. Directed Engineer's Reports, Capital Improvement Programs, infrastructure financing assistance, surveying, engineering, permitting, construction management, and long-term district engineering services supporting major capital improvements. Estimated cost $75.0M±.

d.

(1) TITLE AND LOCATION *(City and State)*: **Myrtle Creek Improvement District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

District Engineer – District engineering oversight for the ±1,087-acre improvement district supporting retail, hospitality, sports and recreational, civic, and residential uses. Provided executive leadership for Engineer's Reports, Capital Improvement Programs, infrastructure financing support, engineering, surveying, permitting, construction management, and implementation of district-wide capital infrastructure projects. Estimated cost $40.0M±.

e.

(1) TITLE AND LOCATION *(City and State)*: **Bonnet Creek Resort Community Development District, Orange County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

District Engineer – District engineering oversight for the ±482-acre resort community development district supporting hotels, conference facilities, timeshare developments, retail/commercial space, and golf course amenities. Services included Engineer's Reports, Capital Improvement Programs, supplemental funding documentation, infrastructure financing support, surveying, engineering, permitting, construction management, and ongoing district engineering services. Estimated cost $36.0M±.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
John T. Townsend, PE	**Vice President, Engineering Director**	36	36

15. FIRM NAME AND LOCATION *(City and State)*
LJA Services, Inc. (Maitland, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
MS; BS, Civil Engineering, University of Alabama	Professional Engineer, Florida #52127

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Member - American Society of Civil Engineers

19. RELEVANT PROJECTS

a.
(1) TITLE AND LOCATION *(City and State)*: **Riverwalk Community Development District, Orlando, FL**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
District Engineer – Involved in the creation, implementation, and ongoing operations of the ±404.22-acre Riverwalk Community Development District. The currently contemplated Program includes both residential and non-residential uses as well as community amenities and recreational facilities. Estimated cost $118M±.

b.
(1) TITLE AND LOCATION *(City and State)*: **Vista Park PD, Orlando FL**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Engineering Director – 4,300 mixed use residential development with commercial, recreational, and municipal uses across ±1,572 acres. Oversaw the master utility and stormwater design and permitting processes as well as various individual infrastructure phases of the project. Estimated cost $100M+.

c.
(1) TITLE AND LOCATION *(City and State)*: **Foothills of Mount Dora, Mount Dora, FL**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Director – Civil engineering and permitting for residential and recreational uses across ±296 acres (Developer Owned) including the master utility and stormwater design and permitting processes as well as various individual infrastructure phases of the project. Estimated cost $17.2M.

d.
(1) TITLE AND LOCATION *(City and State)*: **Del Webb Sunbridge, Osceola County, FL**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager, Engineer of Record – Civil engineering design and permitting for 1,384 units age restricted residential subdivision and substantial recreational amenities on ±711 acres including construction of a ±10,000 LF Spine Road and all associated utility, drainage, and roadway infrastructure. Estimated infrastructure cost $50-$60 million.

e.
(1) TITLE AND LOCATION *(City and State)*: **Latitude, Daytona Beach, FL**
(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing
(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm
Project Manager, Engineer of Record – Civil engineering design and permitting for 3,400 unit age restricted residential subdivision and substantial recreational amenities on ±1,600 acres including all site grading, utilities, drainage, and roadway improvements including 2,100 LF of Volusia County collector road bisecting the development infrastructure. Cost range from $50-$60 million.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
William C. Whitegon, PE	**District Engineer**	21	13

15. FIRM NAME AND LOCATION *(City and State)*
LJA Services, Inc. (Maitland, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, Florida State University	Professional Engineer, Florida #70777

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

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*
Hilliard Isle, Kissimmee, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Project Manager, Engineer of Record – LJA provided professional surveying, engineering, and construction phase services related to a Commercial/Multi-Family/Residential development on ±816 acres in the City of Kissimmee, Florida. The residential phases of development include ±2,000 units, ultimately anticipated to be developed in eight (8) independent phases of design, permitting, platting, and construction certifications. LJA designed and permitted the mass grading of the District's current and future limits and the infrastructure for final development of Phases 1 and 2, which include subdivision roadways, drainage facilities, offsite utility systems, onsite utility systems (including wastewater pump stations and associated force main extensions).Estimated cost $30M±.

b.

(1) TITLE AND LOCATION *(City and State)*
Windsor Cay, Lake County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Project Manager, Engineer of Record – Civil engineering and permitting for residential and recreational uses across ±209 acres (Developer Owned) including the master utility and stormwater design and permitting processes as well as various individual infrastructure phases of the project. Estimated cost $29.2M.

c.

(1) TITLE AND LOCATION *(City and State)*
Windsor Cay Community Development District, Lake County, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

District Engineer – Involved in the creation, implementation, and ongoing operations of the ±193 acre Windsor Cay Community Development District. The currently contemplated Program includes residential uses as well as community amenities and recreational facilities. Estimated cost $25M±.

d.

(1) TITLE AND LOCATION *(City and State)*
SR 429 from west of Old McDonald Road to east of Lake/Seminole County Line, Lake & Seminole Counties, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2018	2021

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Senior Drainage Engineer – Concept plans for 5.5 miles of new four-lane rural expressway and two-lane service road. Drainage systems designed for the ultimate six-laning of SR 429. Project included pond siting, storm water management to meet Outstanding Florida Water (OFW) and Wekiva River special basin criteria, cross drains, open channel and storm drain system design, regulatory agency coordination and preparation of a Bridge Hydraulic Report for SR 429 and Service Road Bridges over the Wekiva River, which is designated as a State Aquatic Preserve, an Outstanding Florida Water, a "wild river" in the State Scenic and Wild Rivers program and a federal Wild & Scenic River. The proposed bridge crossings received Section 7(a) concurrence from the National Park Service.

e.

(1) TITLE AND LOCATION *(City and State)*
Foothills of Mount Dora, Mount Dora, FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☑ Check if project performed with current firm

Project Manager, Engineer of Record – Civil engineering and permitting for residential and recreational uses across ±209 acres (Developer Owned) including the master utility and stormwater design and permitting processes as well as various individual infrastructure phases of the project. Estimated cost $29.2M.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Scott E. Grossman, PSM	**Director of Survey**	44	44

15. FIRM NAME AND LOCATION *(City and State)*
LJA Services, Inc. (Maitland, FL)

16. EDUCATION *(Degree and Specialization)*	17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
BS, Civil Engineering, Florida State University	Professional Survey and Mapper, State of Florida #5048

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Member - Florida Surveying and Mapping Society
Member - Central Florida Chapter of the Florida Surveying and Mapping Society

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Riverwalk Community Development District, Orlando, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Surveyor – Provides land surveying services supporting infrastructure development within the ± 404.22-acre Riverwalk Community Development District. Also provides surveying services related to development within the District. Estimated cost $118M±.

b.

(1) TITLE AND LOCATION *(City and State)*: **Midtown Improvement District, Orlando, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Surveyor – Provides land surveying services supporting infrastructure development within the ± 389-acre Midtown Improvement District. Also provides surveying services related to development within the District. Estimated cost $16M±.

c.

(1) TITLE AND LOCATION *(City and State)*: **Poitras East Community Development District, Orlando, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Surveyor – Provides land surveying services supporting infrastructure development within the ± 1,060- acre Poitras East Community Development District. Also provides surveying services related to development within the District. Estimated cost $50M±.

d.

(1) TITLE AND LOCATION *(City and State)*: **Boggy Creek Improvement District, Orlando, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Surveyor – Provides land surveying services for and within the Boggy Creek Improvement District, which encompasses ±1,126 acres of land. Work performed includes boundary surveys, topographical surveys, platting, sketches of description, etc. Estimated cost $40M±.

e.

(1) TITLE AND LOCATION *(City and State)*: **Greeneway Improvement District, Orlando, FL**

(2) YEAR COMPLETED	
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Ongoing	Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Project Surveyor - Provides land surveying services for and within the Greeneway Improvement District, which encompasses ±817 acres of land. Work performed includes boundary surveys, topographic surveys, platting, sketches of description, etc. Estimated cost $50M±.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS OF EXPERIENCE	
		a. TOTAL	b. WITH CURRENT FIRM
Tarek Fahmy, PE, CGC	**Construction Services Engineer**	41	8

15. FIRM NAME AND LOCATION *(City and State)*
LJA Services, Inc. (Maitland, FL)

16. EDUCATION *(Degree and Specialization)*
PhD, Civil Engineering, University of Central Florida
MS, Civil Engineering, ND State University
BS, Construction Engineering, Lawrence Tech University

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*
Professional Engineer, Florida #64351

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
Certified General Contractor, State of Florida #1513666

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: **Vista Park PD, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Services Engineer – Responsible for provision of construction phase services related to final certificates of project completion to regulatory agencies for various infrastructure and development projects. Estimated Cost $100M±.

b.

(1) TITLE AND LOCATION *(City and State)*: **Greeneway Improvement District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Services Engineer – Responsible for provision of construction phase services related to final certificates of project completion to regulatory agencies for various infrastructure and development projects. Estimated cost $75M±.

c.

(1) TITLE AND LOCATION *(City and State)*: **Poitras East Community Development District, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Services Engineer – Responsible for provision of construction phase services related to final certificates of project completion to regulatory agencies for various infrastructure and development projects. Estimated cost $55M±.

d.

(1) TITLE AND LOCATION *(City and State)*: **Bonnet Creek Resort Community Development District, Orange County, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Services Engineer – Responsible for provision of construction phase services related to final certificates of project completion to regulatory agencies for various infrastructure and development projects. Estimated cost $36M+.

e.

(1) TITLE AND LOCATION *(City and State)*: **Lake Nona, Orlando, FL**

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: Ongoing; CONSTRUCTION *(If applicable)*: Ongoing

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE — ☑ Check if project performed with current firm

Construction Services Engineer – Responsible for certifying numerous residential and non-residential development projects within Lake Nona related to final certifications of project completion to regulatory agencies. Estimated cost $100M+.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	1

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Windsor Cay Community Development District Orlando, FL	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Windsor Cay Community Development District	Aaron Struckmeyer, PE, Chairman	407.661.1493

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

LJA serves as District Engineer for the ±193.35-acre Windsor Cay Community Development District. The currently contemplated development program includes both residential and non-residential uses. LJA provided technical assistance during the District establishment process and, as District Engineer, has been engaged to prepare the Engineer's Reports, Capital Improvement Program,and Public Facilities Reports required for District financing and pursuant to state requirements

Relevancy

- District Engineering Experience
- CDD Financing Support
- Comprehensive Infrastructure Experience
- Developer and District Coordination
- Construction Phase Continuity

Prior to establishment of the Windsor Cay Community Development District, LJA was engaged by Pulte Home Company, LLC to provide professional surveying, engineering, and construction phase services related to significant roadway, drainage, and utility infrastructure improvements. LJA also provides assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Cost: These services are ongoing and include an estimated $25 million in capital infrastructure improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 2

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Riverwalk Community Development District **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Riverwalk Community Development District	Eric Baker, Chairman	407.661.4774

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

LJA serves as District Engineer for the ±404.22-acre Riverwalk Community Development District. The currently contemplated development program includes both residential and non-residential uses. LJA provided technical assistance during the District establishment process and, as District Engineer, has prepared the Engineer's Report and Capital Improvement Program required for District financing.

Prior to establishment of the Riverwalk Community Development District, LJA was engaged by Pulte Home Corporation to provide professional surveying, engineering, and construction phase services related to significant roadway, drainage, and utility infrastructure improvements within the Vista Park PD. LJA also provides assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Relevancy

- Direct CDD District Engineering Experience
- Large-Scale Capital Infrastructure Planning
- Residential and Non-residential Development Support
- Comprehensive Infrastructure Experise
- Continuity from District Formation through Implementation

Cost: These services are ongoing and include an estimated $118 million in capital infrastructure improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Midtown Improvement District **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Midtown Improvement District	Richard Levey, Ph.D., AICP, Chairman	407.408.4442

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

LJA has served for several years as District Engineer for the ±389-acre Midtown Improvement District. The currently contemplated development program includes both residential and non-residential uses. LJA provided technical assistance during the District establishment process, including preparation of the Engineer's Report and Capital Improvement Program.

Prior to establishment of the Midtown Improvement District, LJA was engaged by the Greeneway Improvement District to provide professional surveying, engineering, and construction phase services related to significant roadway, drainage, and utility infrastructure improvements within the Midtown District. LJA also provides assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Cost: These services are ongoing and include an estimated $16 million in capital infrastructure improvements.

Relevancy

- Long-Term District Engineering Support
- District Establishment and Financing Documentation
- Mixed-Use Development Experience
- Comprehensive Infrastructure Services
- Continuity from Planning through Implementation
- Capital Improvement Program Experience

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 4

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Poitras East Community Development District **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Poitras East Community Development District	Richard Levey, Ph.D., AICP, Chairman	407.408.4442

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

LJA has served for five years as District Engineer for the ±1,060-acre Poitras East CDD. The currently contemplated development program includes residential and non-residential uses, as well as a school, community park, and fire station. LJA provided technical assistance during the District establishment and funding process, including preparation of the Engineer's Report and Capital Improvement Program.

LJA has also been engaged to provide professional surveying, engineering, and construction phase services related to significant roadway, drainage, and utility infrastructure improvements within the Poitras East Community Development District. LJA also provides assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Cost: These services are ongoing and include an estimated $55 million in capital infrastructure improvements.

Relevancy

- Large-Scale CDD Engineering Experience
- District Establishment and Funding Support
- Mixed-Use and Civic Infrastructure Planning
- Comprehensive Infrastructure Services
- Capital Improvement Program Expertise
- Continuity from Formation through Construction

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER
	5

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Boggy Creek Improvement District Orlando, FL	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Boggy Creek Improvement District	Richard Levey, Ph.D., AICP, Chairman	407.408.4442

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

LJA has served for more than 20 years as District Engineer for the Boggy Creek Improvement District, encompassing approximately 1,126 acres of land with a wide range of uses, including retail, hospital/office, research and development, hotels, restaurants, and civic/community facilities.

During this time, LJA has provided professional services associated with more than $80 million in capital infrastructure improvements. These services have included preparation of the original Engineer's Report and Capital Improvement Program and subsequent updates; assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Cost: These services are ongoing and include an estimated $80 million in capital infrastructure improvements.

Relevancy

- Long-Term District Engineering Experience
- Complex Mixed-Use Development Support
- Significant Capital Infrastructure Program Experience
- Engineer's Report, CIP, and Financing Support
- Comprehensive District Services
- Collaborative Implementation with District Staff

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 6

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Greeneway Improvement District **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Greeneway Improvement District	Chad Tinetti, Chairman	407.313.8573

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

LJA has served for more than 20 years as District Engineer for the Greeneway Improvement District, encompassing approximately 817 acres of land with a diverse mix of retail/commercial uses, office uses, civic/community facilities, and both single-family and multi-family residential units.

During this time, LJA has provided professional services associated with nearly $75 million in capital infrastructure improvements. These services have included preparation of the original Engineer's Report and Capital Improvement Program and subsequent updates; assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Relevancy

- Long-Term District Engineering Experience
- Mixed-Use Development Support
- Significant Capital Infrastructure Program Experience
- Engineer's Report, CIP, and Financing Support
- Comprehensive District Services
- Collaborative CIP Implementation

Cost: These services are ongoing and include an estimated $75 million in capital infrastructure improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 7

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Myrtle Creek Improvement District **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Myrtle Creek Improvement District	Kam Shenai, Chairman	407.723.5900

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

LJA has served for more than 20 years as District Engineer for the Myrtle Creek Improvement District, encompassing approximately 1,087 acres of land with a diverse mix of retail, hotel, sports/recreational, civic/community, and residential uses.

During this time, LJA has provided professional services associated with more than $40 million in capital infrastructure improvements. These services have included preparation of the original Engineer's Report and Capital Improvement Program and subsequent updates; assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Cost: These services are ongoing and include an estimated $40 million in capital infrastructure improvements.

Relevancy

- Long-Term District Engineering Experience
- Complex Mixed-Use District Support
- Capital Infrastructure Program Experience
- Engineer's Report, CIP, and Financing Support
- Comprehensive District Services
- Collaborative CIP Implementation

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	LJA Services, Inc.	Maitland, FL	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 8

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Bonnet Creek Resort Community Development District **Orange County, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Bonnet Creek Resort Community Development District	Randall Greene, Chairman	407.469.4900

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

LJA has served for more than 23 years as District Engineer for the Bonnet Creek Resort Community Development District, encompassing approximately 482 acres of land with a diverse mix of uses, including hotel rooms, a conference center, timeshare units, retail/commercial space, and a golf course.

During this time, LJA has provided professional services associated with more than $36 million in capital infrastructure improvements. These services have included preparation of the original Engineer's Report and Capital Improvement Program and supplemental reports; assistance with infrastructure financing; design management; surveying; engineering and permitting; construction management; close coordination with District staff to implement the Capital Improvement Program; support for capital and operations and maintenance budgets; and ongoing District engineering services.

Relevancy

- Long-Term Resort CDD Engineering Experience
- Specialized Mixed-Use Resort Development Support
- Capital Infrastructure Program Experience
- Engineer's Report, CIP, and Financing Support
- Comprehensive District Services
- Collaborative CIP Implementation

Cost: These services are ongoing and include an estimated $36 million in capital infrastructure improvements.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	District Engineer

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 9

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Universal Studios Orlando Resort – North Campus **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Universal Parks & Resorts Orlando	Michael Denny, VP Development and External Affairs	407.224.2451

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

LJA has been providing services to Universal Orlando's north campus since 1994. The north campus is home to Universal Studios, Islands of Adventure, Volcano Bay, Universal CityWalk, and associated facilities, including resort hotels, service facilities, and related infrastructure.

While specific service details are confidential, LJA's work has generally included master planning, land use entitlements, surveying, drainage design and studies, utility studies, GIS mapping of existing easements and encumbrances, and GIS mapping of existing underground facilities.

Cost: Confidential

Relevancy

- Long-Term Support for a Major Entertainment Campus
- Experience with Complex Mixed-Use Facilities
- Master Planning and Entitlement Support
- Surveying, Drainage, and Utility Expertise
- GIS Mapping Capabilities
- Confidential, Client-Focused Service Delivery

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	Prime Consultant

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT *(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)*	20. EXAMPLE PROJECT KEY NUMBER 10

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
Universal Studios Orlando Resort - South Campus **Orlando, FL**	Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Universal Parks & Resorts Orlando	Michael Denny, VP Development and External Affairs	407.224.2451

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

LJA has provided services to Universal Orlando's south campus since 1999. The south campus is the home of Epic Universe and associated facilities, including resort hotels, service facilities, and related infrastructure.

While specific service details are confidential, LJA's work has generally included due diligence assistance, master planning, land use entitlements, surveying, drainage design and studies, hotel development, GIS mapping of existing easements and encumbrances, GIS mapping of existing underground facilities, and numerous other master engineering activities.

Cost: Confidential

Relevancy

- Long-Term Support for a Major Entertainment Campus
- Experience with Complex Mixed-Use Facilities
- Master Planning and Entitlement Support
- Surveying, Drainage, and Utility Expertise
- GIS Mapping Capabilities
- Confidential, Client-Focused Service Delivery

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	**LJA Services, Inc.**	**Maitland, FL**	Prime Consultant

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
Robert Schanck, PE	Principal-in-Charge			X	X	X	X	X	X		
John T. Townsend, PE	Vice President, Engineering Direct		X	X	X	X	X	X	X	X	X
William C. Whitegon, PE	District Engineer	X								X	X
Scott Grossman, PSM	Director of Surveying	X	X	X	X	X	X	X	X	X	X
Tarek Fahmy, PE, CGC	Construction Services Engineer	X	X	X	X	X	X	X	X		X

29. EXAMPLE PROJECTS KEY

#	TITLE OF EXAMPLE PROJECT *(From Section F)*	#	TITLE OF EXAMPLE PROJECT *(From Section F)*
1	Windsor Cay CDD	6	Greeneway Improvement District
2	Riverwalk CDD	7	Myrtle Creek Improvement District
3	Midtown Improvement District	8	Bonnet Creek Improvement District
4	Poitras East CDD	9	Universal Studios Orlando Resort - North Campus
5	Boggy Creek Improvement District	10	Universal Studios Orlando Resort - South Campus

H. ADDITIONAL INFORMATION

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

A. ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

LJA brings the District a proven Central Florida team with the technical depth, local knowledge, and responsiveness required to deliver dependable engineering, planning, and surveying services. Our professionals guide projects from pre-acquisition and regulatory approvals through design, permitting, construction support, and closeout with a clear focus on protecting the District's schedule, budget, and long-term interests.

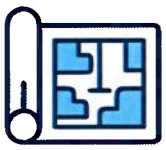
As an employee-owned, full-service multidisciplinary consulting firm with offices nationwide, LJA offers the District the advantages of both scale and proximity: the resources of a national organization combined with the accountability and responsiveness of a local project team. Our civil, structural, transportation, rail, and electrical engineers work alongside hydrologists, GIS designers, planners, and surveyors to provide seamless, one-source support for the District's civil engineering, land planning, and land surveying needs.



Civil Engineering

LJA's registered engineers combine decades of licensed professional experience with a 50-plus year portfolio of public works, infrastructure, and development assignments. This experience allows our team to anticipate challenges early, coordinate efficiently with agencies and stakeholders, and deliver practical solutions that keep projects moving. Civil engineering services include:

- **Site Civil Design and Development Support** – site development, feasibility assessments, preliminary engineering studies, and permitting strategies that help establish project viability and create a clear path to implementation.
- **Utilities and Infrastructure Planning** – coordinated planning and design for water, sewer, stormwater, and supporting infrastructure systems that align with development needs and jurisdictional requirements.
- **Stormwater, Drainage, and Water Resources** – grading and drainage design, hydrology and hydraulic studies, stormwater best management practices, sediment and erosion control, and sustainable green infrastructure solutions.
- **Transportation and Mobility Design** – transportation planning, roadway design, rail design, ADA remediation, and related improvements that enhance access, connectivity, safety, and long-term functionality.
- **Construction Phase Services** – construction management, construction engineering and inspection, earthwork quantity analysis, and field coordination that support quality, cost control, and schedule adherence.



Land Planning

LJA's planning team provides integrated, collaborative support that connects vision, entitlement strategy, infrastructure needs, and community character. By pairing local market and regulatory knowledge with proven planning practices, we help the District make informed decisions and advance sustainable, livable communities that support long-term value. Land planning services include:

- **Due Diligence and Strategic Planning** – early assessment, entitlement strategy, site evaluation, and planning guidance that help the District make informed decisions before significant commitments are made.
- **Master Planning and Community Design** – master planning, traditional neighborhood design, infill development, sector planning, and low-impact development strategies that create cohesive, livable, and sustainable communities.
- **Entitlements, Zoning, and Comprehensive Planning** – DRI support, zoning assistance, comprehensive planning assistance, and entitlement coordination designed to move projects through complex regulatory processes efficiently.



Surveying

LJA's survey professionals bring extensive field experience and advanced technology to support accurate, timely, and reliable project delivery. Our crews are equipped to work across diverse public- and private-sector conditions, providing the precise data needed for confident design, permitting, construction, and long-term asset management. Surveying services include:

- **Boundary, Right-of-Way, and Legal Surveying** – route and right-of-way surveys, ALTA/ACSM surveys, boundary and cadastral surveys, plats, and legal description preparation and interpretation to support acquisition, design, permitting, and documentation.
- **Control, Mapping, and Data Collection** – horizontal and vertical control, topographic surveys, GPS/GIS, geodetic surveys, public lands surveys, and photogrammetric control that provide accurate data for planning, design, and construction.

H. ADDITIONAL INFORMATION

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

- **Construction and Infrastructure Survey Support** – as-built surveys, construction staking, underground utility and appurtenance surveys, settlement and deformation monitoring, and wetland jurisdictional support that help reduce risk and verify field conditions.
- **Waterway and Specialty Survey Services** – bathymetric and tidal surveys, river crossing surveys, and hydrographic support for projects involving drainage systems, waterways, crossings, and other specialized site conditions.

Key Personnel



John T. Townsend, PE | Vice President, Engineering Director – John offers the District more than 36 years of Central Florida engineering leadership, including the design and permitting of commercial, residential, institutional, roadway, stormwater, wastewater, water distribution, and infrastructure projects. Since joining the firm in 1993, he has guided projects from concept through entitlements, design, permitting, construction, and closeout across nearly every Central Florida county and city. His regional experience, agency knowledge, and steady project leadership make him well qualified to serve as the District's primary engineering advisor.



William C. Whitegon, PE | Senior Engineering Project Manager, District Engineer – Bill brings 21 years of post-graduate engineering experience, including more than 11 years with LJA, supporting land development and transportation projects throughout Central Florida. His background includes roadway design, stormwater collection and management, watershed flood studies, wastewater collection and transmission, water distribution, and related civil engineering services. His technical range and project management experience provide the District with strong day-to-day engineering support.



Scott E. Grossman, PSM | Senior Vice President, Director of Survey – Scott brings more than 44 years of survey experience and a strong focus on logistics, quality, and timely delivery. Since joining the firm in the early 1980s, he has led boundary, topographic, as-built, right-of-way, legal description, and control monumentation efforts for city, county, state, and private-sector projects. He also keeps LJA's survey operations aligned with evolving technology, including total stations, GPS, and drone applications, giving the District access to efficient, accurate, and dependable survey support.

B. CERTIFIED MINORITY BUSINESS STATUS

Although LJA is not a certified minority business, we are committed to advancing meaningful opportunities for small, women-owned, minority-owned, and Historically Underutilized Businesses. We regularly collaborate with these firms and support their growth through partnership opportunities, industry guidance, and access to project experience. This commitment reflects LJA's broader approach to building strong teams, expanding opportunity, and delivering value to clients and communities.

C. WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

LJA understands that the District's success depends on dependable performance, clear communication, and disciplined management of schedule and budget. At project initiation, District Engineer William Whitegon, PE, will evaluate scope, schedule, budget, known constraints, and potential risks, then recommend proactive adjustments as project conditions evolve. Progress reporting will keep the District informed of completed activities, upcoming work, budget and schedule status, potential problem areas, and recommended solutions. This structured approach promotes accountability, early issue resolution, and consistent delivery.

D. PAST EXPERIENCE AND PERFORMANCE

LJA offers the District a strong record of relevant CDD and improvement district experience in Central Florida including more than 20 years of service on comparable assignments. This local experience provides our team with valuable insight into district operations, infrastructure needs, agency coordination, and long-term service expectations. Representative assignments include:

Windsor Cay CDD	Poitras East CDD	Myrtle Creek Improvement District
Riverwalk CDD	Boggy Creek Improvement District	Bonnet Creek Improvement District
Midtown Improvement District	Greeneway Improvement District	Universal Studios Orlando Resort

H. ADDITIONAL INFORMATION

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

E. GEOGRAPHIC LOCATION OF HEADQUARTERS AND OFFICES

LJA's Orange County presence at 101 Southhall Lane, Suite 100, Maitland, FL 32751 positions our team to provide responsive, accessible support to the District. This local proximity strengthens communication, facilitates timely site visits and coordination, and reinforces our commitment to serving the District as a reliable, engaged partner.

F. CURRENT AND PROJECTED WORKLOADS

LJA has the capacity, staffing, and multidisciplinary resources required to meet the District's current and future needs. Our proposed team brings relevant experience on similar projects and will take a proactive approach to workload management by identifying potential bottlenecks early, aligning resources appropriately, and developing practical solutions to maintain progress. The key staff identified for this assignment are available and committed to fulfilling their roles. They will dedicate the time and attention needed to support successful completion of District assignments while drawing on LJA's broader resources for design engineering, administrative support, inspection, and construction management services.

Before accepting new work, LJA carefully evaluates staffing, workload, and resource requirements to confirm our ability to perform. The team proposed for this project has reviewed anticipated demands and does not foresee any difficulty meeting the District's schedule requirements.

LJA's depth of technical talent and staffing flexibility allow us to respond quickly as project needs change. William Whitegon, PE, will monitor assignments, workload, and resource availability throughout the contract to ensure the right personnel are engaged at the right time. This active management approach supports timely performance and gives the District confidence that project responsibilities will be completed as promised.

G. VOLUME OF WORK PREVIOUSLY AWARDED BY THE DISTRICT

LJA welcomes the opportunity to serve as the District Engineer and bring proven local experience, responsive service, and multidisciplinary technical expertise to the District. Our team is prepared to be a proactive, accountable partner focused on protecting the District's interests and delivering successful outcomes.

WHY SELECT LJA?

The District should select LJA because our team offers more than technical capability; we offer a trusted, accountable partnership grounded in local knowledge, proven district experience, and full-service resources. Our Central Florida presence allows us to respond quickly and remain closely connected to the District's evolving needs, while our multidisciplinary depth provides the expertise required to address engineering, planning, surveying, infrastructure, and construction-related challenges through one coordinated team. With experienced senior leadership, a strong record of CDD and improvement district service, and a proactive approach to schedule, budget, communication, and risk management, LJA is prepared to protect the District's interests, support confident decision-making, and deliver dependable results for years to come.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

9/3/2026

33. NAME AND TITLE

John T. Townsend, Vice President, Engineering Director

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(if any)*: N/A

PART II - GENERAL QUALIFICATIONS
(if a firm has branch offices, complete for each specific brand office seeking work.)

2a. FIRM *(or Branch Office)* NAME	3. YEAR ESTABLISHED	4. UNIQUE ENTITY IDENTIFIER
LJA Services, Inc.	1997	NFSNJ6H9MLP5

2b. STREET	5. OWNERSHIP
101 Southhall Lane, Suite 100	a. TYPE: S Corporation

2c. CITY	2d. STATE	2e. ZIP CODE	b. SMALL BUSINESS STATUS
Maitland	FL	32751	N/A

6a. POINT OF CONTACT NAME AND TITLE	7. NAME OF FIRM *(If Block 2a is a Branch Office)*
John T. Townsend, PE, Vice President, Engineering Director	N/A

6b. TELEPHONE NUMBER	6c. EMAIL ADDRESS
407.887.5345	**jtownsend@lja.com**

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER
LJA Engineering & Surveying, Inc.	1997	NFSNJ6H9MLP5
LJA Engineering, Inc.	2011 (Name change only)	NFSNJ6H9MLP5

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	541	168
03	Aerial Photographer	6	0
05	Archaeologist	18	0
07	Biologist	21	0
08	CADD Technician	105	21
11	Chemist	1	0
12	Civil Engineer	500	86
15	Construction Inspector	63	5
16	Construction Manager	25	3
19	Ecologist	6	0
21	Electrical Engineer	8	8
24	Environmental Scientist	9	0
30	Geologist	3	0
29	GIS Specialist	37	11
38	Land Surveyor	49	4
39	Landscape Architect	63	15
47	Planner: Urban/Regional	49	20
48	Project Manager	703	90
49	Remote Sensing Specialist	3	2
58	Technician/Analyst	601	74
60	Transportation Engineer	60	4
	Other	158	24
	Total	3,029	535

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	6
C10	Commercial Building	5
C15	Construction Management	7
C18	Cost Estimation; Cost Engineering	3
D01	Dams (Concrete; Arch)	2
D02	Dams (Earth; Rock); Dikes	6
H07	Highways; Streets; Airfield	8
H11	Housing (Residential;Multi-family)	9
I06	Irrigation; Drainage	8
L03	Landscape Architecture	4
P05	Planning (Community; Region)	3
P06	Planning (Site;Install;Proj)	3
R04	Recreation Facilities	7
R11	Rivers; Canals; Waterways	7
S04	Sewage Collection; Treatment	8
S09	Structural Design	6
S10	Surveying; Platting; Mapping	6
S13	Storm Water Handling/Facilities	6
T03	Traffic/Transport. Engineering	6
W02	Water Resources; Hydro; GW	7
W03	Water Supply; Treatment	7
Z01	Zoning; Land Use Studies	2

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

a. Federal Work	2
b. Non-Federal Work	10
c. Total Work	10

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE
The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: **9/3/2026**

c. NAME AND TITLE: **John T. Townsend, Vice President, Engineering Director**

SECTION VI

SECTION A

SECTION 1

RESOLUTION 2026-30

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

WHEREAS, the Hilliard Isle 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 HILLIARD ISLE 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 14th day of September, 2026.

ATTEST:

_____
Secretary/Assistant Secretary

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:

RULES OF PROCEDURE

RULES OF PROCEDURE
HILLIARD ISLE
COMMUNITY DEVELOPMENT DISTRICT
RULE: CHAPTER 1

EFFECTIVE AS OF SEPTEMBER 14, 2026

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Rule 1.0 General.

(1) The Hilliard Isle Community Development District (the "**District**") was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "**Rules**") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "**Board**") shall consist of five (5) members. Members of the Board ("**Supervisors**") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

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

(b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.

(c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

(f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.

(4) Record Book. The Board shall keep a permanent record book entitled "**Record of Proceedings**," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties 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) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.

(7) 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, 286.012, 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', but not more than thirty (30) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "**general circulation**" in the 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) of the 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 provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days prior to such 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 i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) 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 comments
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

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 within the county in which the District is located. After an emergency meeting, the Board shall publish in a newspaper of general circulation within the county in which the District is located, 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 or as otherwise provided in the resolution approving the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.

(11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and

the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "**fraud**," "**waste**" and "**abuse**" as those terms are defined in section 11.45(1),

(b) Florida Statutes; and

(c) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and

(d) Support economical and efficient operations; and

(e) Ensure reliability of financial records and reports; and

(f) 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, in accordance with the requirements of Section 190.011(5) of the Florida Statutes, and Chapter 120 of the Florida Statutes, including but not limited to Section 120.81(2)(b) of the Florida Statutes. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. 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. 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) Requirements of a Rule. All District rules as drafted shall:

(a) Contain only one subject;

(b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;

(c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and

(d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

(3) Statement of Estimated Regulatory Costs. Before adopting, amending, or repealing any rule, other than an emergency rule, the District may prepare a statement of estimated regulatory costs ("**SERC**") based on the factors set forth in Section 120.541(2) of the Florida Statutes. The District shall prepare a SERC for a proposed rule if in accordance with the requirements of Section 120.541(2) of the Florida Statutes if: i) the proposed rule will have an adverse economic impact on small business; or ii) the proposed rule is likely to directly or indirectly increase regulatory costs in excess of $200,000 in the aggregate in the state within one (1) year after implementation of the rule.

(4) 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 ("**Notice of Rule Development**") setting forth the following:

(i) the subject area to be addressed by rule development;

(ii) A short, plain explanation of the purpose and effect of the proposed rule;

(iii) The grant of rulemaking authority for the proposed rule;

(iv) The law being implemented;

(v) The proposed rule number; and

(vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.

(b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the "**Notice of Rulemaking**") setting forth the following:

(i) A short, plain explanation of the purpose and effect of the proposed rule;

(ii) The proposed rule number;

(iii) A summary of the proposed rule or amendment;

(v) The grant of rulemaking authority for the proposed rule;

(vi) The law being implemented or interpreted;

(vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;

(viii) A concise 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, that describes the regulatory impact of the rule in readable language;

(ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;

(x) 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;

(xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;

(x) The date, time, and location of the public hearing on the proposed rule;

(xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and

(xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.

(b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, 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 of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.

(d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

(i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.

(ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

(i) Prior to rule adoption, the District shall publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change must address a summary of the change and shall be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action. The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests

of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;

2. In response to written materials submitted to the District; or

3. In response to an objection with the proposed rule by the District Board.

(ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

(a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.

(b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

(c) In the event of a withdrawal of a proposed rule, the District shall publish a notice ("**Notice of Rule Withdrawal**") in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

(d) Within fifteen (15) days after the end of each calendar quarter, the District shall compile and post on its website a list of each failure to publish a Notice of Rulemaking within the timeframe prescribed by Section 5(b) of this Rule, which list shall include the information set forth in Section 120.54(3)(d)(7) of the Florida Statutes. The District is only required to provide such posting in any calendar quarter(s) in which there is an actual failure to timely publish a Notice of Rulemaking, if any.

(8) Rule Development Workshops.

(a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.

(b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.

(c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:

(i) The place, date, and time of the workshop;

(ii) The subject area that will be addressed; and

(iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

(a) 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. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

(b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

(c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.

(i) If the District elects to hold a public hearing, notice of the public hearing ("**Notice of Rulemaking Petition Public Hearing**") shall be published in a newspaper of general circulation within the county

or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.

(ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.

1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.

2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the "**Notice of Denial of Rulemaking Petition**"). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.

(d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

(a) 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 of Rulemaking, 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. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. 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.

(b) The District shall publish notice of the public hearing ("**Notice of Public Hearing**") in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the

scheduled public hearing. The Notice of Public Hearing shall include the following information:

(i) The date, time, and location of the public hearing; and

(ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

(a) 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 or if the Legislature authorizes the District to adopt emergency rules. 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.

(b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the "**Notice of Emergency Rule**") which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

(i) The full text of the rule(s); and

(ii) The District's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

(c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.

(i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the "**Notice of Renewal of Emergency Rule**") shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.

(ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.

(d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

(e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.

(f) The District may repeal an emergency rule before it expires by publishing a notice ("**Notice of Repeal of Emergency Rule**") in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:

(i) The full text of the emergency rule and a summary thereof;

(ii) The rule number; and

(iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.

(12) 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 within the county or counties in which the District is located.

(13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record ("**Rulemaking Record**") which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:

(a) A copy of the rule;

(b) Any material incorporated by reference in the rule;

(c) A detailed written statement of the facts and circumstances justifying the proposed rule;

(d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;

(e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

(f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and

(g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

(a) Any person substantially affected by a proposed or existing 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.

(i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.

(ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.

(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 proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, 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 thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, 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) At the hearing, 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.

(e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, 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. During the hearing, 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) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of general circulation within the county or counties in which the District is located.

(15) Variances and Waivers. A "**variance**" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "**waiver**" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "**substantial hardship**" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "**principles of fairness**" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District rule may file a petition with the District, requesting a variance or waiver from the District's rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

(16) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 120.542, 120.5435, 120.56, 120.81(2), 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 within the county or counties in which the District is located 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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. "**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. 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) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) 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.

(2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) 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.

(3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) 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 within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(4) 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, which may be submitted either electronically or via hard copy as determined by the District and provided for in the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

(5) 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 (2)(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.

(6) 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.

(7) 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.

(8) 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. 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 county or counties in which the District is located. 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. 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 county or counties in which the project 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 e-mail, United States Mail, hand delivery, 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) 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.

(k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. 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.

(2) 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 within the county or counties 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 e-mail (with a delivery and read receipt), United States Mail, hand delivery, 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 e-mail, United States Mail, hand delivery, or 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) 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.

(k) 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.

(l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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.

(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 within the county in which the project 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of

the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. 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 shall require that the contractor, before commencing the work, execute and record a payment and performance bond, or other acceptable surety, 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 or counties 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 e-mail, United States Mail, hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of

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

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

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 county or counties 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 e-mail, United States Mail, hand delivery, 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 proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. 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 or after posting on the District's website if so provided for in 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 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 and form 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 e-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 e-mail (with a delivery and read receipt), 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) 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 B**i**ds, 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.

(6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.

(7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(8) 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: §§ 120.69(2)(a), 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective September 14, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

SECTION B

SECTION 1

RESOLUTION 2026-31

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

WHEREAS, the Hilliard Isle 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 Chapters 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 Osceola County for four (4) consecutive weeks prior to such hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLIARD ISLE 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 Osceola 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 14th day of September 2026.

ATTEST:

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: Legal Description

EXHIBIT A

SKETCH OF DESCRIPTION

DESCRIPTION:

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1058 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.50 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S90°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8-25-30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON-TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE - CDD BOUNDARY

DATE	BY	REVISIONS
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner

JAMES D. LEVINER December 17, 2025
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OR AN ELECTRONIC SIGNATURE (5J-17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL	CHECKED BY: JDL	JOB NO. 24596.001	SCALE N/A	SHEET 1 OF 9
DATE: 04/2025				

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CS# 21-132(S7)

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°12'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S85°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

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CS# 21-132(S7)

SECTION C

SECTION 1

RESOLUTION 2026-32
[FY 2026 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**FY 2026**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Hilliard Isle Community Development District (**"District"**) proposed budget(s) ("**Proposed Budget**") 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 Statute*s; 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 general-purpose government(s) 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 on the Proposed Budget 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 in accordance with Section 189.016, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Hilliard Isle Community Development District for the Fiscal Year Ending September 30, 2026."

c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2026, 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 2026 or within 60 days following the end of the FY 2026 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. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2026.

ATTEST:

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2026 Budget

Hilliard Isle

Community Development District

Proposed Budget

FY2026 - FY2027

Table of Contents

1 General Fund

2-4 General Fund Narrative

Hilliard Isle
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2026*	Proposed Budget FY2027
Revenues		
Developer Contributions	$ 39,226	$ 142,128
Total Revenues	**$ 39,226**	**$ 142,128**
Expenditures		
General & Administrative		
Supervisor Fees	$ 3,000	$ 12,000
FICA Expenditures	$ 230	$ 918
Engineering	$ 3,750	$ 15,000
Attorney	$ 6,250	$ 25,000
Audit Fees	$ -	$ 4,000
Assessment Administration	$ -	$ 6,000
Arbitrage	$ -	$ 450
Dissemination	$ -	$ 5,000
Disclosure Software	$ -	$ 2,500
Trustee Fees	$ -	$ 4,500
Management Fees	$ 10,000	$ 40,000
Information Technology	$ 450	$ 1,800
Website Maintenance **	$ 2,050	$ 1,200
Telephone	$ 75	$ 300
Postage & Delivery	$ 250	$ 1,000
Insurance	$ 1,250	$ 5,000
Copies	$ 250	$ 1,000
Legal Advertising	$ 10,000	$ 10,000
Contingencies	$ 1,250	$ 5,000
Office Supplies	$ 156	$ 625
Travel Per Diem	$ 165	$ 660
Dues, Licenses & Subscriptions	$ 100	$ 175
Total Expenditures	**$ 39,226**	**$ 142,128**
Excess Revenues/(Expenditures)	$ -	$ -

* This budget is prorated for July 2026
**Budget amount includes a one-time website creation fee.

Hilliard Isle
Community Development District
General Fund Narrative

Revenues:

Developer Contributions

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

Expenditures:

General & Administrative:

Supervisor Fees

Represents costs associated with compensation paid to members of the Board of Supervisors pursuant to Chapter 190, Florida Statutes, which allows each Board member to receive $200 per meeting, not to exceed $4,800 per year, for time devoted to District business and meetings.

FICA Expenditures

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

Engineering

Represents costs associated with general engineering services to the District, including attendance and preparation for monthly Board meetings, review of invoices, and assistance with various projects as directed by the Board of Supervisors and the District Manager.

Attorney

Represents costs associated with general legal services, including attendance and preparation for Board meetings, preparation and review of agreements, resolutions, contracts, and other legal services requested by the Board of Supervisors and District Manager.

Audit Fees

Represents the cost to contract with an independent certified public accountant to annually audit the District's financial records as required by Florida Statutes.

Assessment Administration

Represents costs associated with assessment administration services provided by Governmental Management Services – Central Florida, LLC, including levying and administering the collection of non-ad valorem assessments on assessable property within the District.

Arbitrage

Represents the cost of contracting with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its anticipated bonds.

Dissemination

Represents costs associated with compliance with Securities and Exchange Commission (SEC) Rule 15c2-12(b)(5), including continuing disclosure and reporting requirements related to the District's anticipated bond series.

Disclosure Software

Represents costs associated with disclosure software services provided by Disclosure Technology Services, LLC for filing reports required pursuant to the Continuing Disclosure Agreements related to the District's anticipated bond series.

Trustee Fees

Represents costs associated with trustee services related to the issuance of the District's anticipated bond series.

Management Fees

Represents of Board costs associated with management, accounting, and administrative services provided under a Management Agreement with Governmental Management Services – Central Florida, LLC, including recording and transcription meetings, administrative support, budget preparation, financial reporting, and coordination of annual audits.

Information Technology

Represents costs associated with information technology services provided by Governmental Management Services – Central Florida, LLC, including video conferencing services, cloud storage, servers, cybersecurity, accounting software, and related systems support.

Website Maintenance

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Contingencies

Represents costs associated with bank charges and other miscellaneous expenses incurred during the fiscal year related to District operations.

Office Supplies

Represents costs associated with office and administrative supplies purchased throughout the fiscal year, including paper, minute books, file folders, labels, paper clips, and other materials utilized for District operations.

Travel Per Diem

Represents costs associated with reimbursement of travel expenditures incurred by the Board of Supervisors while conducting official District business.

Dues, Licenses & Subscriptions

Represents costs associated with the $175 annual fee required to be paid to the Florida Department of Commerce. This is the only expense budgeted under this category for the District.

SECTION 2

RESOLUTION 2026-33
[FY 2027 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT") RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the District Manager prepared and submitted to the Board of Supervisors ("**Board**") of the Hilliard Isle Community Development District (**"District"**) proposed budget(s) ("**Proposed Budget**") 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 Statute*s; 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 general-purpose government(s) 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 on the Proposed Budget 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 in accordance with Section 189.016, *Florida Statutes*; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Proposed Budget, attached hereto as **Exhibit A,** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (**"Adopted Budget"**), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Hilliard Isle Community Development District for the Fiscal Year Ending September 30, 2027."

c. The Adopted Budget shall be posted by the District Manager on the District's official website in accordance with Chapter 189, *Florida Statutes*, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2027, 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 2027 or within 60 days following the end of the FY 2027 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. APPROVAL OF PRIOR ACTIONS. The actions of the Chairman, Vice Chairman, Secretary, Treasurer, Assistant Secretaries, and all District Staff in finalizing the Adopted Budget, including preparing the Proposed Budget and setting, noticing, and all other actions required for the public hearing on the Proposed Budget, are hereby ratified, approved, and confirmed in all respects.

SECTION 5. SEVERABILITY; EFFECTIVE DATE. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof. This Resolution shall take effect immediately upon adoption.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED THIS 14TH DAY OF SEPTEMBER 2026.

ATTEST:

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2027 Budget

Hilliard Isle

Community Development District

Proposed Budget

FY2026 - FY2027

Table of Contents

1 General Fund

2-4 General Fund Narrative

Hilliard Isle
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2026*	Proposed Budget FY2027
Revenues		
Developer Contributions	$ 39,226	$ 142,128
Total Revenues	**$ 39,226**	**$ 142,128**
Expenditures		
General & Administrative		
Supervisor Fees	$ 3,000	$ 12,000
FICA Expenditures	$ 230	$ 918
Engineering	$ 3,750	$ 15,000
Attorney	$ 6,250	$ 25,000
Audit Fees	$ -	$ 4,000
Assessment Administration	$ -	$ 6,000
Arbitrage	$ -	$ 450
Dissemination	$ -	$ 5,000
Disclosure Software	$ -	$ 2,500
Trustee Fees	$ -	$ 4,500
Management Fees	$ 10,000	$ 40,000
Information Technology	$ 450	$ 1,800
Website Maintenance **	$ 2,050	$ 1,200
Telephone	$ 75	$ 300
Postage & Delivery	$ 250	$ 1,000
Insurance	$ 1,250	$ 5,000
Copies	$ 250	$ 1,000
Legal Advertising	$ 10,000	$ 10,000
Contingencies	$ 1,250	$ 5,000
Office Supplies	$ 156	$ 625
Travel Per Diem	$ 165	$ 660
Dues, Licenses & Subscriptions	$ 100	$ 175
Total Expenditures	**$ 39,226**	**$ 142,128**
Excess Revenues/(Expenditures)	$ -	$ -

* This budget is prorated for July 2026
**Budget amount includes a one-time website creation fee.

Hilliard Isle
Community Development District
General Fund Narrative

Revenues:

Developer Contributions

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

Expenditures:

General & Administrative:

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SECTION D

SECTION 1

ENGINEER'S REPORT FOR
CAPITAL IMPROVEMENT PROGRAM

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

JULY 13, 2026

FOR

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

KISSIMMEE, FLORIDA

BY:

LJA ENGINEERING, INC.
1950 SUMMIT PARK DRIVE, SUITE 600
ORLANDO, FL 32810

ENGINEER'S REPORT FOR

CAPITAL IMPROVEMENT PROGRAM

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

I. BACKGROUND

The Hilliard Isle Community Development District ("District") was established under Ordinance No. 3139 enacted by the City Commission of the City of Kissimmee, Florida ("City") with an effective date of June 16, 2026. It is located on approximately 451 acres of land. As of the date of this report, all real property located within the District is owned by JEN FLORIDA 58, LLC and is under contract to be purchased by Pulte Homes Company, LLC, who will act as the master developer (together with any affiliated entities, "Developer") of the real property within the boundaries of the District. The District has been created as a unit of special-purpose government to construct, acquire, finance and maintain certain necessary public infrastructure improvements as described herein. This Engineer's Report for Capital Improvement Program ("Report") has been prepared at the request of the District.

The District is generally located east of Simpson Road along the west shoreline of Lake Tohopekaliga in the City. Attached Exhibit "A" depicts the boundary of the District. The land within the District is currently encompassed within the Hilliard Isle Planned Unit Development ("PUD") as approved by the City on January 16, 2024. A map of the entire PUD is included as Exhibit "B."

The initial District boundaries consist of the real property associated with phases 1, 2, 3 and 4 of the PUD. It is anticipated that the real property associated within phases 5, 6, 7 and 8 of the PUD consisting of approximately 240.544 acres ("Expansion Parcels") will be included within the District boundaries in the future by a boundary amendment and City Commission enactment of an

ordinance amending Ordinance No. 3139. The Expansion Parcels are currently owned by Plaza Lakes, LLC, and are anticipated to be purchased by the Developer in the future.

The Capital Improvement Program ("CIP") included herein reflects the proposed improvements within the currently approved District boundary and the Expansion Parcels.

As represented by the Developer, the currently contemplated master plan represents development of public infrastructure improvements to support a development program of approximately 2,106 residential dwelling units (989 within the current District Limits and 1,027 within the Expansion Parcels), community amenities, and recreational facilities.

II. OBJECTIVE

This Report has been prepared to assist with the financing of the construction of various necessary public infrastructure improvements contemplated to be constructed, acquired and/or installed to provide safe and adequate access, utilities, etc. within the District. This Report presents a narrative description of the major components included within the infrastructure systems and current Engineer's opinions of probable costs for completing the District-related improvements necessary to support the development of the lands located within the District. The CIP is currently anticipated to be implemented in four (4) phases, not including the Expansion Parcels, as follows:

- Phase 1 - approximately ±12,000 LF of local two-lane roadways and +/- 3,700 LF of alleyway to support ±245 residential units
- Phase 2 - approximately ±8,000 LF of local two-lane roadways and +/-4,500 LF of alleyway to support ±280 residential units

- Phase 3 - approximately ±7,500 LF of local two-lane roadways and +/-4,700 LF of alleyway to support ±313 residential units
- Phase 4 - approximately ±4,700 LF of local two-lane roadways and +/-1,700 LF of alleyway to support ±151 residential units

The CIP for the Expansion Parcels is currently anticipated to be implemented in four (4) phases and is planned for a total of 1,027 residential units.

The CIP reflected in this Report represents the present intentions of the Developer and the District. The implementation of any CIP components discussed in this plan requires final approval by many regulatory and permitting agencies including the City. The actual improvements described herein may vary from the CIP discussed in this Report. If additional improvements not described herein are identified, this Report will be amended to reflect such additional improvements.

The Engineer's opinions of probable costs contained in this Report have been prepared based on the Engineer's opinion and interpretation of the best available information at this time. The actual costs of construction, engineering design, planning, approvals and permitting may vary from the cost opinions presented herein.

III. TRANSPORTATION IMPROVEMENTS

Currently, the District boundary is adjacent to Simpson Road, a major collector road. The residential development within the District will not be a gated community. Therefore, District-financed roadways will be available for access to the public, and will be located within public rights-of-way or properties with public access easements. Unless specifically indicated otherwise, all references to roadways in this Report refer to District-financed roadways. The City will

own and maintain all roadways within the District boundaries, except for certain tracts designated by the City as "right-of-way (private)". The City's designation as "private" is purely a naming convention to distinguish between City-owned roadways and roadways owned by any other entity. Despite the City's designation as private, such tracts will be public roadways and open to the public.

Additional roadway improvements at the Sagewood Boulevard entrance include the construction of a right-turn deceleration lane for northbound Simpson Road, the extension of the existing southbound Sagewood Boulevard left-turn lane, and the construction of an additional second left-turn lane adjacent to the aforementioned existing left-turn lane. These are proposed to be constructed using asphalt concrete surface with curb sections and sidewalks. These District-constructed turn lanes will be owned, operated, and maintained by Osceola County ("County").

To adequately address the impact of additional traffic on Simpson Road, generated from the District, a new traffic signal at the proposed Sagewood Boulevard entrance will be required to be installed. Modifications include installation of the traffic signal poles and lights, adding and changing traffic movements, altering the pavement striping and markings on Simpson Road, and adding pedestrian crossing pushbuttons and poles. The signal modifications and Simpson Road will ultimately be owned and maintained by the County; however, the District will finanace their construction or acquisition.

IV. POTABLE WATER, RECLAIMED WATER, & SANITARY SEWER FACILITIES

The potable water distribution system for the District will include a potable water main extension that connects to the Tohopekaliga Water Authority ("TOHO") water mains in Simpson Road. Distribution mains will run generally within the primary roadway corridor described above with the objective that the potable water distribution system will serve as a source of potable water and fire protection water for all of the development within the District. A secondary connection to the water main along Simpson Road will be required. This connection is necessary to boost system pressures and provide a redundant connection. The route to this connection will be within the existing County right-of-way for Borinquen Road. There is adequate water supply to serve the development within the District.

The reclaimed water distribution system for the District will include a reclaimed water main extension that connects to the TOHO reclaimed water main in Simpson Road. Like the potable water mains, the reclaimed water distribution mains will run generally within the primary roadway corridor described above with the objective that the reclaimed water distribution system will ultimately serve as a source of non-potable (irrigation) water for all of the development within the District. A secondary connection to the reclaimed water main along Simpson Road will be required. This connection is necessary to boost system pressures. The route to this connection will be within the existing County right-of-way for Borinquen Road. The District will only fund the operating cost of providing reclaimed water to District-owned common areas and landscaped right-of-way areas.

The sanitary sewer system for the District will include gravity sewer mains, lift stations and force mains that discharge to the TOHO sanitary sewer transmission systems in Simpson Road. The gravity sewer mains will run generally within the primary roadway corridor described above. However, there are some units where the gravity sewer mains will run within open space and landscape tracts owned by the District, with utility easements dedicated to TOHO. The sanitary sewer collection and transmission system will convey wastewater from the development within the District to the TOHO transmission and treatment systems. These sanitary sewer facilities, along with contributing gravity sewer collection and transmission systems constructed by the Developer and initially acquired by the District, will act as the wastewater collection systems for all development within the District.

The potable water, reclaimed water, and sanitary sewer facilities constructed by the Developer will be conveyed to the District and, subsequently, conveyed to TOHO to be owned, operated and maintained by TOHO.

The CIP does not include, and the District will not finance, water, sewer, or reclaimed water lines located on private property.

V. ELECTRICAL DISTRIBUTION AND STREET LIGHTING

The roadway corridor's and easements are designed to accommodate a duct bank system and streetlight conduits, manholes and pull boxes (by utility company). This system and conduit network will enable the efficient distribution of electric power provided by Kissimmee Utility Authority ("KUA") to the development, including power to the streetlights. The street light and conduit systems are not included in the CIP, as they will be constructed, owned, operated and maintained by KUA. The CIP may, however,

include the differential cost of undergrounding the street light utilities. These costs are included in the Roadway Construction Costs.

VI. CONSERVATION AREAS, BUFFERS, AND COMMON AREAS

Currently, the District lands include a portion of the East Lake Toho shoreline, located along the District's eastern and southern boundaries, and unnamed wetlands. The District recognizes the value and benefit these areas may provide to the community in their natural state. These areas provide scenic views, wildlife habitat, and passive recreation opportunities along their boundaries. These areas are to be conserved and buffers provided to prevent the potential for secondary impacts. To this end, the conservation areas and their buffers will be placed in dedicated tracts (real property).

The District boundary also includes landscape and open space common areas. The District recognizes the value and benefit these areas may provide to the community. These areas will add to the community's aesthetics and provide for passive recreation opportunities. To this end, the common areas will be placed in dedicated tracts (real property).

The CIP may finance the cost of acquisition of the Conservation Area tracts (real property) or Common Area tracts (real property) required to provide these opportunities and the District may own and maintain them. The actual value of the tracts will be determined by appraisal and approved by the District's Board of Supervisors prior to acquisition at a cost not to exceed the appraised value or the cost basis, whichever is less. For the purposes of this Report and based on guidance from the Developer, the cost to acquire these areas is not included in this CIP. The CIP may be amended to include these costs.

VII. BRIDGES / WATERWAY CROSSING

To enable construction of the Master Planned Development, Plaza Lakes, LLC (previous owner of District lands) and the Developer entered into an agreement with the County, as recorded in County File 2025154428, Book 6895, Pages 1664-1697. The agreement requires the Developer (and successors in title, such as the District) to maintain certain stormwater drainage improvements based on the County's planned drainage outfall ditch. The agreement also requires the Developer to provide an easement to the County which provides the County with the right, but not obligation, to enter District lands and maintain the improvements subject to the easement in the event the Developer fails to do so. The Developer is also responsible for constructing all improvements as shown in the County's permit with the South Florida Water Management District ("SFWMD"), as may be amended, located within the easement. These improvements may be amended from those shown in the County's permits but may not result in a decrease in the ultimate hydraulic capacity of the drainage easement as provided in the SFWMD Permit No. 49-108182-P, Application No. 221130-36752.

In consideration of the Developer constructing the required improvements and providing the required easement, the County agreed to allow for a singular vehicular access to the PUD at the existing intersection of Simpson Road and Pebble Point Way and two emergency access points into the PUD, located at Hilliard Isle Road and Borinquen Drive.

The required improvements include a ditch extending east from Simpson Road just south of the proposed PUD entrance, running along the south side of the future commercial development Tract B and Tract 1A. The purpose of this ditch is to allow the County the ability to connect and discharge into the ditch in the

future. The ditch ends at the eastern extent of Tract 1A, prior to crossing Lilymoor Drive, and enters into an 1,126ft long, 6ft x 12ft concrete box culvert. The culvert crosses under the public right-of-way of Lilymoor Drive, then Tract 1H, then the public right-of-way of Sagewood Boulevard, and discharges into Tract 1E. Tracts 1A, 1H and 1E are anticipated to be owned by the District. Tracts 1A and 1E will have a blanket drainage easement to the County. Tract 1H will have a drainage easement to the County, limited to those certain areas required for the maintenance of the box culvert.

These drainage improvements are included in this CIP and are identified as "Bridges / Waterway Crossing" in the estimates that follow. The District will own and maintain these facilities within the District.

Associated with the development of phase 4, the public right-of-way Echo Run will be extended north and cross an existing ditch that serves as a major outfall from other existing developments located on the west side of Simpson Road. To prevent adverse impacts to those upstream properties, a grouping of 4 – 60inch reinforced concrete pipes are proposed to be installed under the extension of Echo Run. The ends of these culverts will extend into District owned open space tracts with drainage easements to the public. These culverts will not cross or extend into private properties. These culverts will be subject to the National Bridge Inspection Standards.

These culverts are included in this CIP and are identified as "Bridges / Waterway Crossing" in the estimates that follow. The District will own and maintain these facilities within the District.

VIII. STORMWATER MANAGEMENT AND DRAINAGE FACILITIES

To enable construction of the public infrastructure improvements required to support the District, a site-wide master stormwater management system has been, and will continue to be, implemented. This master stormwater management system consists of a series of surface water retention/detention ponds and water quality structures/filter enabling treatment and attenuation of stormwater runoff from development within the District. Drainage works consisting of roadway inlets, collector pipes, manholes, outfall pipes, etc. to be constructed within the proposed infrastructure roadways will collect stormwater runoff and convey it to the master stormwater management system. These drainage improvements are included in this CIP and are identified as "Stormwater Management" in the estimates that follow. The District will own and maintain the master stormwater management system within the District.

IX. RECREATION FACILITIES AND AMENITIES

One of the major components of creating a community is the implementation of special common area and recreation facility improvements. The PUD includes the creation of several special amenities and "places," which will help create a sense of community. These areas include park facilities and select land clearing and wetland edge cleaning. The District fully supports an elevated level of quality throughout the PUD; however, the CIP does not anticipate District funding of recreational facilities or amenities beyond the District's intent to incorporate upgraded street sign poles, roadway improvements and enhanced streetscaping, including community identification monuments. All other recreational facilities and/or amenities are anticipated to be funded by the Developer or their successor in title. However, the District may accept such facilities for ownership, operation and maintenance once constructed.

X. DESIGN/PERMITTING AND CONTINGENCY

Estimated soft costs associated with the CIP are included in the Opinion of Probable Costs included herein. These include but are not limited to:

- design/engineering/permitting;
- land surveying;
- legal consulting;
- environmental consulting;
- regulatory permitting;
- materials testing;
- as-built surveying; and
- observation during construction to assure the site is constructed as designed and maintained in a safe and secure manner until sufficient infrastructure is in place to allow for dedication to the appropriate jurisdictional or regulatory agency.

A project contingency estimate has also been included.

XI. COST ESTIMATES FOR DEVELOPMENT IMPROVEMENTS

A summary of the Engineer's Opinion of Probable Costs is provided as Table 1. A listing of the entities expected to receive the dedication of various improvements along with the entities expected to assume responsibility for operation and maintenance of the facilities is provided in Table 2.

The opinions of probable costs provided in this Report represent only those facilities to be designed, constructed, and/or installed or acquired by the District. Costs are based upon the Engineer's opinion and interpretation of the best available information; however, costs will vary based on final site planning, final engineering, approvals from regulatory agencies and economic factors.

In our opinion, the estimated costs identified herein are reasonable and sufficient for the design, construction and/or installation of the CIP.

XII. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

1. the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the County, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
2. all of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
3. the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course, and;
4. the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

Also, the CIP will constitute a system of improvements that will provide benefits, both general, and special and peculiar, to all lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to

property within the District and enables properties within its boundaries to be developed.

The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property.

TABLE 1

HIILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

ENGINEER'S OPINION OF PROBABLE COST

July 13, 2026

Original Parcels

Component	Total District Capital Improvement Program
Roadway Construction (Onsite)	$2,744,000
Roadway Construction (Alleys)	$704,000
Roadway Construction (Offsite)	$786,000
Utility Construction (Onsite)	$12,938,000
Utility Construction (Offsite)	$603,000
Bridges / Waterway Crossing Construction	$2,242,000
Stormwater Management Construction	$14,665,000
Landscape and Irrigation	$12,582,000
Soft Costs	$7,089,000
Subtotal	$54,353,000
Contingency	$9,454,000
Total	**$63,807,000**

Expansion Parcels

Component	Total District Capital Improvement Program
Roadway Construction (Onsite)	$2,215,000
Roadway Construction (Alleys)	$644,000
Roadway Construction (Offsite)	$0
Utility Construction (Onsite)	$9,119,000
Utility Construction (Offsite)	$156,000
Bridges / Waterway Crossing Construction	$0
Stormwater Construction	$11,996,000
Landscape and Irrigation	$11,270,000
Soft Costs	$5,310,000
Subtotal	$40,710,000
Contingency	$7,080,000
Total	**$47,790,000**

1) This opinion of probable cost represents the Engineer's judgment as a design professional and is supplied for the general guidance of the District. The Engineer has no control over the cost of labor and material, competitive bidding or market conditions. While it is the Engineer's opinion that the costs identified herein are reasonable and sufficient for the design, construction and/or installation of the CIP, the Engineer does not guarantee the accuracy of such opinions as compared to contractor bids or actual cost to the District.

2) Street Lights will be furnished and installed by Kissimmee Utility Authority.

TABLE 2

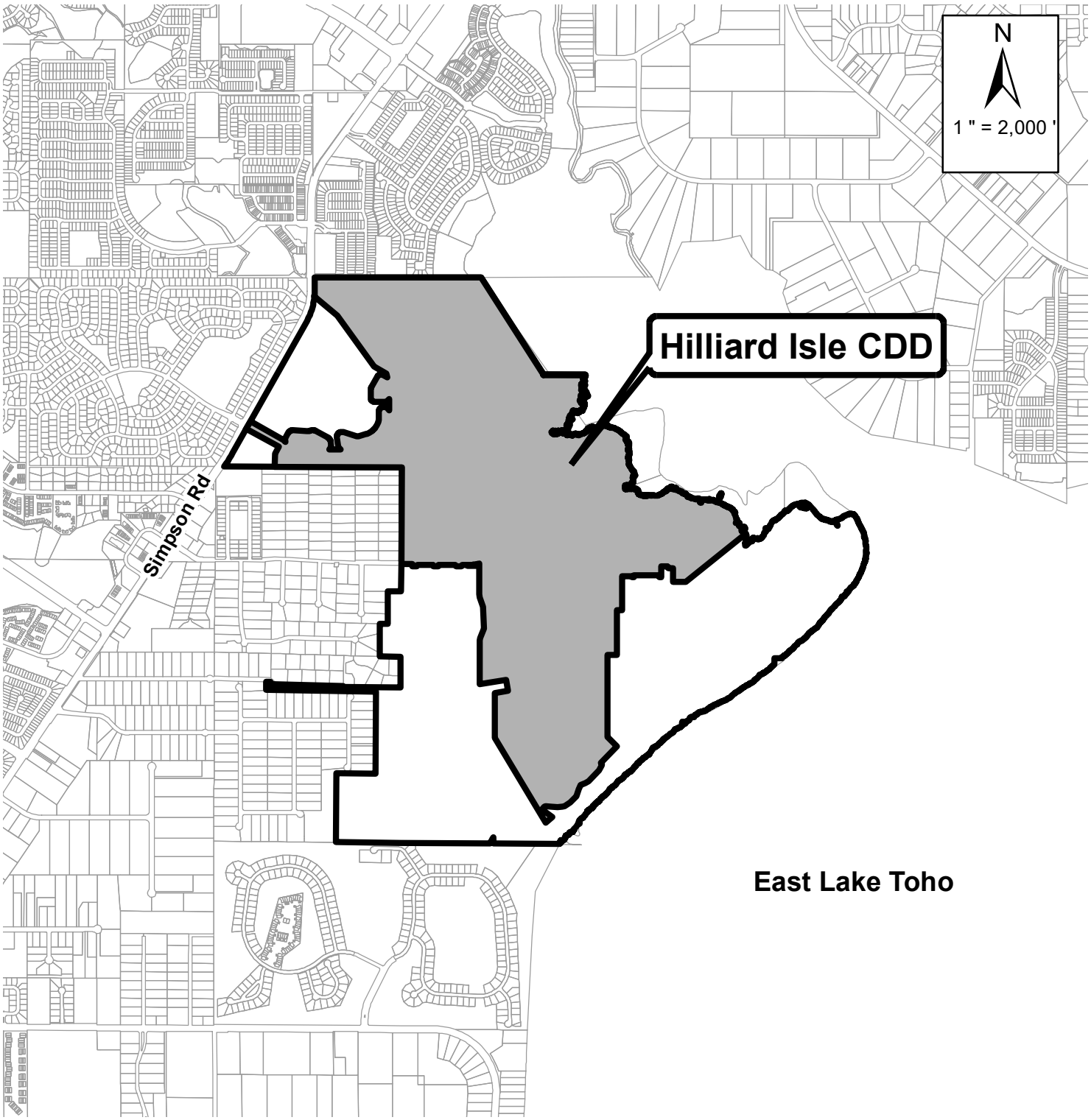
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

OWNERSHIP, OPERATION & MAINTENANCE SUMMARY

July 13, 2026

DISTRICT CONSTRUCTED SYSTEM	OWNERSHIP	OPERATION AND MAINTENANCE ENTITY
Roads (Onsite)[1]	City / CDD	City / CDD
Roads (Alleys)	CDD	CDD
Roads (Offsite)[2]	County	County
Utilities (Onsite)	TOHO	TOHO
Utilities (Offsite)[3]	TOHO	TOHO
Bridges / Water Crossings[4]	CDD	CDD
Stormwater Management	CDD	CDD
Landscape & Irrigation	CDD	CDD

1. Denotes roadways that are internal to the District boundaries CDD will own and maintain certain tracts designated as “right-of-way (private)” as reflected on the to be recorded plats.
2. Simpson Road turn lanes and traffic signal at main entrance (Sagewood Blvd.).
3. Water Main and Reclaim Main constructed within Borinquen Dr (County) Right-of-Way, from Simpson Rd to District.
4. Ditch and Box culvert along the south side of Sagewood Boulevard (Project Entrance), with maintenance easement and rights but not obligation, to County.



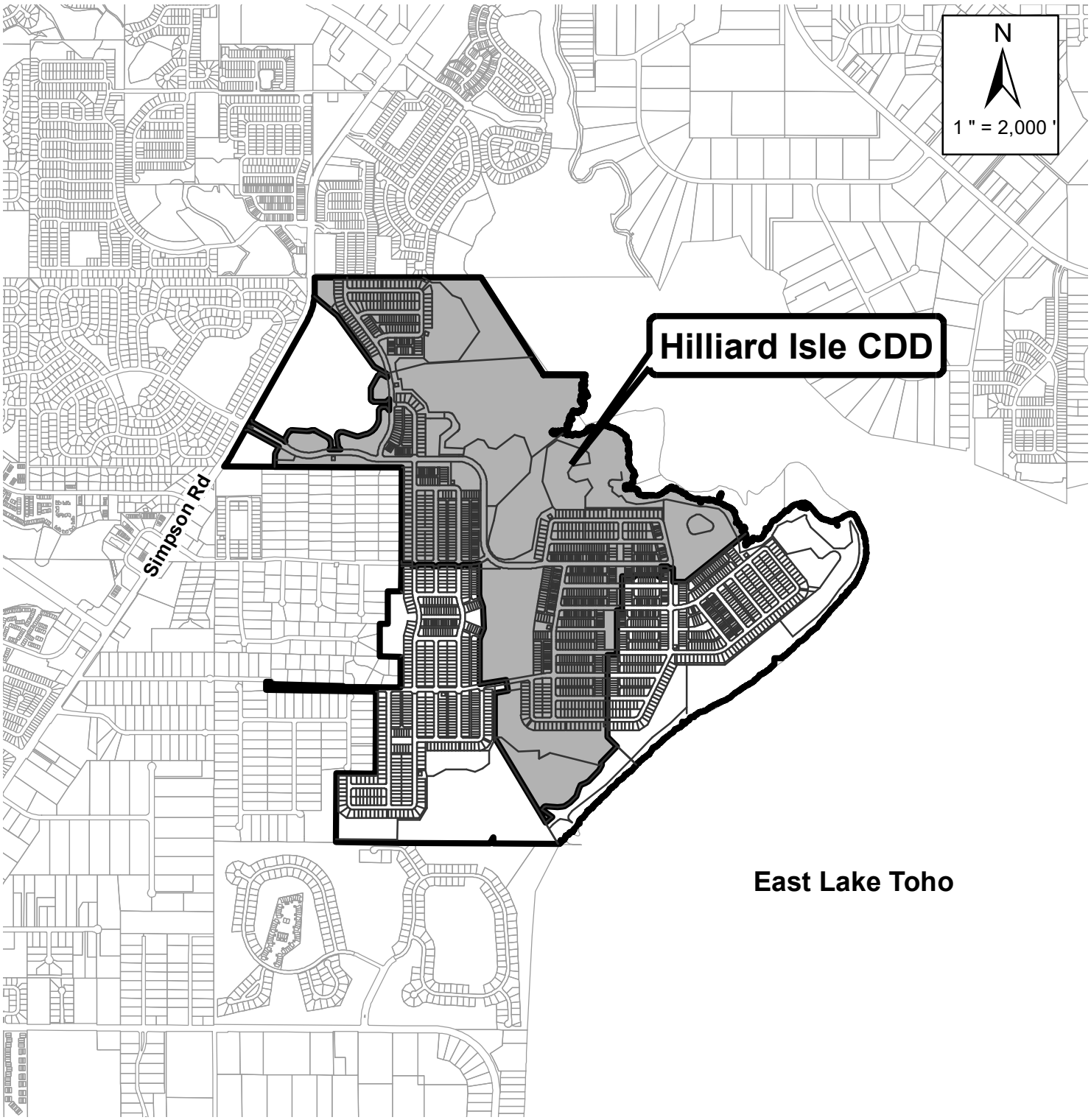
Legend

Hilliard Isle CDD Boundary

Planned Development Boundary

EXHIBIT A
DISTRICT BOUNDARY

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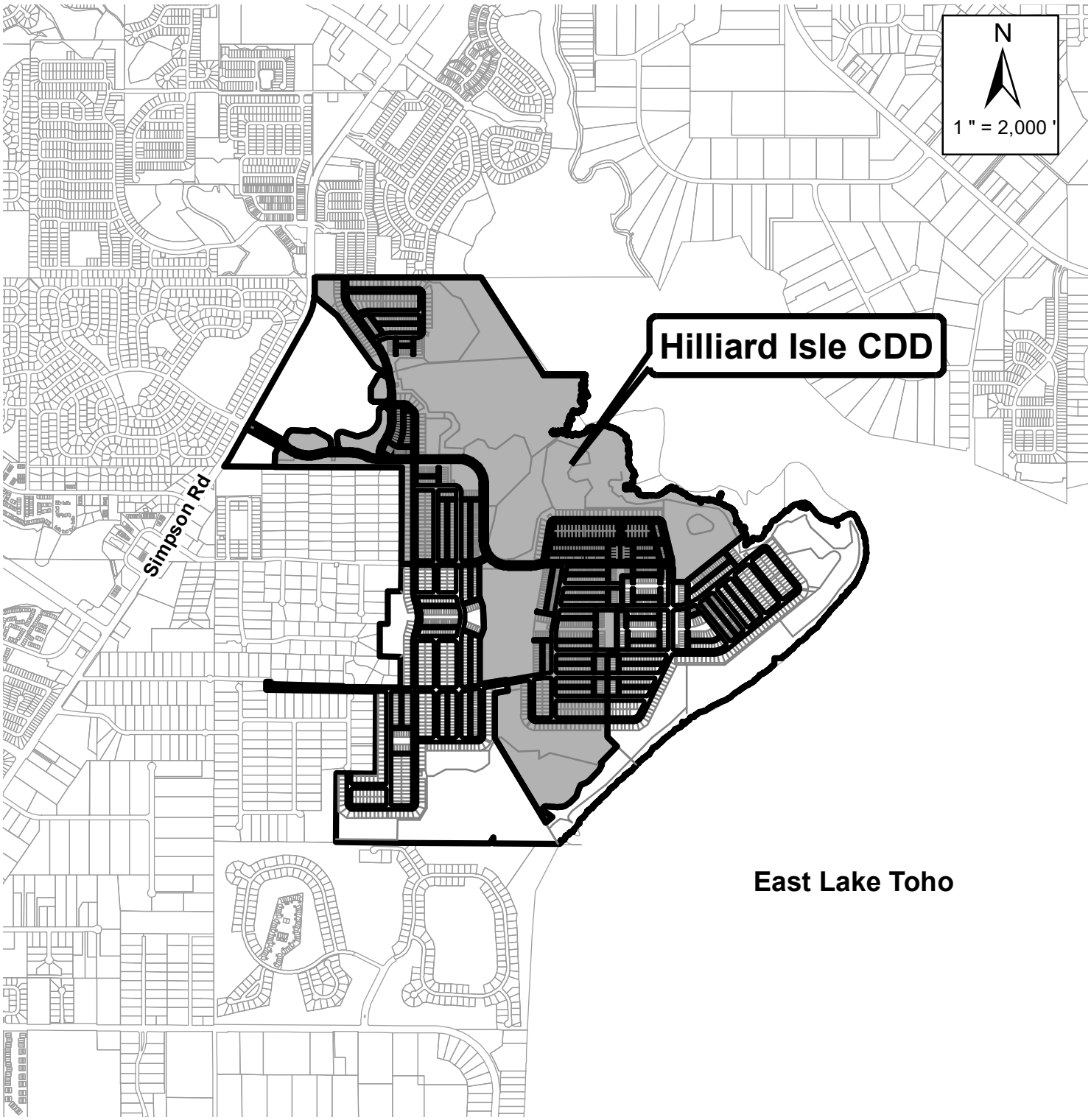
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Hilliard Isle CDD Boundary

Planned Development Boundary

EXHIBIT B
HILLIARD ISLE
PLANNED DEVELOPMENT

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Legend

Hilliard Isle CDD Boundary

Planned Development Boundary

Note: Solid Roadways Are Improvements by the CDD

EXHIBIT C
PRIMARY ROADWAY INFRASTRUCTURE

F:\Proj2024\24596\Gis\CDD Exhibits\Exhibit C Road Infrastructure.mxd

SECTION 2

MASTER

ASSESSMENT METHODOLOGY

FOR

HILLIARD ISLE

COMMUNITY DEVELOPMENT DISTRICT

DRAFT

Date: July 13, 2026

Prepared by

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

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

1.0 Introduction

Hilliard Isle Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District plans to issue up to $146,880,000 of special assessment bonds in one or more series (the "Bonds") for the purpose of financing certain infrastructure improvements ("Capital Improvement Plan" or "CIP") for the benefit of the District, more specifically described in the Master Engineer's Report dated July 13, 2026, prepared by LJA Engineering, Inc as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates financing the construction or acquisition of public infrastructure improvements consisting of improvements that benefit property owners within the District. The District currently consists of approximately 451.00 acres of land. The District is projected to amend its boundaries to add an additional approximately 240.54 acres of land adjacent to the District (the "Expansion Parcels"). Upon completion of the projected boundary amendment, the District anticipates financing the construction or acquisition of the public infrastructure outlined in the CIP located within the Expansion Parcels. Based on the foregoing, the CIP and anticipated par amount of bonds include the public improvements to the Expansion Parcels.

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1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the current District boundaries (the "Original Parcels") and the Expansion Parcels when and if the expansion is completed. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's Capital Improvement Plan. This Assessment Report will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of Bonds. This Assessment Report is designed to conform to the requirements of Chapters 170, 190, and 197, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 451 acres within the City of Kissimmee within Osceola County, Florida. The District anticipates the addition of approximately 240.54 acres of adjacent lands to the District representing the Expansion Parcels. The

development program currently envisions approximately 2,016 residential units; 989 units will be located within the Original Parcels and 1,027 units will be located within the Expansion Parcels. (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The District is projected to add adjacent land into the District known as the Expansion Parcels. The Expansion Parcels are approximately 240.54 acres and are planned for 1,027 residential units and are currently owned by Plaza Lakes LLC. Please reference Table 1 for the unit mix.

The District plans to issue the Bonds for the CIP costs associated with the Expansion Parcels if the following conditions are satisfied: (1) the Expansion Parcels are formally added into the District by the City of Kissimmee and, (2) District completes its assessment proceedings relating to the Expansion Parcels. Of the estimated $146,880,000 of proceeds available, approximately $47,790,000 is attributable to the Expansion Parcels, contingent upon satisfaction of the aforementioned conditions.

The Engineer sets forth the costs associated with the Expansion Parcels in the Engineer's Report and are estimated to be $47,790,000. The proposed assessment levels and debt per unit, for the Expansion Parcels, once the conditions are satisfied, are reflected in Table 6.

The public improvements contemplated by the District in the CIP will provide facilities that benefit the assessable property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain roadway construction (onsite), roadway construction (alleys), roadway construction (offsite), utilities construction (onsite), utilities construction (offsite), bridges/waterway crossing construction, stormwater construction, landscape and irrigation, soft costs, and project contingency along with any other public projects authorized by Florida law. The acquisition and construction costs are summarized in Table 2.

This Assessment Report is a four-step process.

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

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1.3 Special Benefits and General Benefits

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

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its current boundaries, and the Expansion Parcels when the expansion is completed and the assessment proceedings related thereto have been completed, to be developed. Without the District's CIP, there would be no infrastructure to support development of land within such property. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries. The District has determined that the general benefits conferred upon the public at large and properties outside the District are de minimis in relation to the special and peculiar benefits conferred upon assessed properties within the District. Accordingly, no portion of the assessments levied hereunder represents a charge for general benefits, and the full amount of the assessments reflects only special benefits conferred upon the assessed properties within the District.

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1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property within the Original and Expansion Parcels will cost approximately $111,597,000. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately $146,880,000. Additionally, funding required to complete the CIP which is not financed with Bonds is expected to be funded by Pulte Home Company, LLC, its successors, assigns or future purchaser or another related entity (the "Developer"). Without the CIP, the property within the Original Parcels and Expansion Parcels would not be able to be developed and occupied by future residents within the development. For each product type within the District, the special and peculiar benefits received - including the added use of the property, added enjoyment, and increased marketability and value resulting from the CIP - are greater than the assessments allocated to that product type as set forth in Tables 5 and 6. This finding is supported by the fact that the CIP is necessary to enable any development of the property and that the market value attributable to a fully serviced lot in this location exceeds the per-unit assessment obligations set forth herein.

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2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to $146,880,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, fund one or more debt service reserve accounts and pay cost of issuance. It is the purpose of this Assessment Report to allocate the $146,880,000 in debt to the properties within the Original Parcels and Expansion Parcels benefiting from the CIP. This Assessment Report will be supplemented to reflect actual bond terms.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the Original Parcels and Expansion Parcels. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development. These construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost $111,597,000. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately $146,880,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the Original Parcels and will benefit the Expansion Parcels once the expansion is completed.

The initial assessments will be levied on an equal basis to all acres within the Original Parcels within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. Once the expansion is completed and the assessment proceedings relating thereto have been completed, the initial assessments will also be levied on an equal basis to all area within the Expansion Parcels.

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

Until all the land within the District has been platted and sold, the assessments on the portion of the 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 and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.
The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The CIP consists of roadway construction (onsite), roadway construction (alleys), roadway construction (offsite), utilities construction (onsite), utilities construction (offsite), bridges/waterway crossing construction, stormwater construction, landscape and irrigation, soft costs, and project contingency. There are five residential

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product types within the planned Development. The Single Family 50' unit has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The ERU factors for each product type are based on the relative special benefit each product type receives from the CIP, as measured by factors including lot size, anticipated impervious surface area, demand placed on stormwater, utility, and roadway infrastructure. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These may include but are not limited to roadway construction (onsite), roadway construction (alleys), roadway construction (offsite), utilities construction (onsite), utilities construction (offsite), bridges/waterway crossing construction, stormwater construction, landscape and irrigation, soft costs, and project contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

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

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

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

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

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

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The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property within the Original Parcels and, subject to the expansion described in Section 1.2 hereof, the Expansion Parcels, according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

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

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on any property within the District that has not been platted ("Unassigned Property"). Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become identified to be able to assume a portion of the Bond debt "(Assigned Property"), the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required. In addition, if any Unassigned Property is permanently removed from the developable land base for any reason (including changes in entitlements, environmental restrictions, dedication, or condemnation), the District shall treat such removal as a triggering event requiring a true-up calculation, and the landowner shall be required to make a true-up payment.

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4.0 Assessment Roll

The District will initially distribute the liens across the property within the Original Parcels, and subject to the expansion described in Section 1.2 hereof, the Expansions Parcels on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. Upon completion of the project boundary amendment and District assessment proceedings related thereto, the assessment roll will be supplemented to incorporate the Expansion Parcels. The current assessment roll is depicted in Table 7.

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TABLE 1
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

	Current District				Expansion Parcels(2)						
Product Types	Phase 1	Phase 2	Phase 3	Phase 4	Phase 5	Phase 6	Phase 7	Phase 8	Totals	ERUs per Unit (1)	Total ERUs
Townhome	58	138	72	16	22	60	56	0	422	0.60	253.20
Single Family - 34'	62	26	95	37	56	97	33	27	433	0.68	294.44
Single Family - 40'	51	34	73	12	58	63	66	74	431	0.80	344.80
Single Family - 50'	44	56	57	63	106	28	62	110	526	1.00	526.00
Single Family - 60'	30	26	16	23	0	15	38	56	204	1.20	244.80
Total Units	245	280	313	151	242	263	255	267	2,016		1,663.24

(1) Benefit is allocated on an ERU basis based on the special benefit received from the CIP improvements. The allocation is density of planned development, with a Single Family 50' unit equal to 1 ERU. The District has determined that this allocation methodology provides a fair and reasonable apportionment of the debt among the benefited properties in accordance with Section 170.201, Florida Statutes
(2) The District anticipates a boundary amendment that will bring this property within the District's Boundaries

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Original Parcels	Expansion Parcels(2)	Total Cost Estimate
Roadway Construction (Onsite)	$2,744,000	$2,215,000	$4,959,000
Roadway Construction (Alleys)	$704,000	$644,000	$1,348,000
Roadway Construction (Offsite)	$786,000	$0	$786,000
Utilities Construction (Onsite)	$12,938,000	$9,119,000	$22,057,000
Utilities Construction (Offsite)	$603,000	$156,000	$759,000
Bridges / Waterway Crossing Construction	$2,242,000	$0	$2,242,000
Stormwater Construction	$14,665,000	$11,996,000	$26,661,000
Landscape and Irrigation	$12,582,000	$11,270,000	$23,852,000
Soft Costs	$7,089,000	$5,310,000	$12,399,000
Project Contingency	$9,454,000	$7,080,000	$16,534,000
	$63,807,000	$47,790,000	$111,597,000

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated July 13, 2026
(2) The District anticipates a boundary amendment that will bring this property within the District's Boundaries

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Bond Sizing With Expansion

Description	**Total**
Construction Funds	$111,597,000
Debt Service Reserve	$11,247,695
Capitalized Interest	$19,094,400
Underwriters Discount	$2,937,600
Cost of Issuance	$2,000,000
Rounding	$3,305
Par Amount*	**$146,880,000**

Bond Sizing Without Expansion

Description	**Total**
Construction Funds	$63,807,000
Debt Service Reserve	$6,416,807
Capitalized Interest	$10,893,350
Underwriters Discount	$1,675,900
Cost of Issuance	$1,000,000
Rounding	$1,943
Par Amount*	**$83,795,000**

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

With Expansion

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	422	0.60	253.20	15.22%	$16,988,745	$40,258
Single Family - 34'	433	0.68	294.44	17.70%	$19,755,790	$45,625
Single Family - 40'	431	0.80	344.80	20.73%	$23,134,752	$53,677
Single Family - 50'	526	1.00	526.00	31.63%	$35,292,575	$67,096
Single Family - 60'	204	1.20	244.80	14.72%	$16,425,137	$80,515
Totals	2,016		1,663.24	100.00%	$111,597,000	

Without Expansion

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Townhome	284	0.60	170.40	21.57%	$13,762,928	$48,461
Single Family - 34'	220	0.68	149.60	18.94%	$12,082,946	$54,922
Single Family - 40'	170	0.80	136.00	17.22%	$10,984,496	$64,615
Single Family - 50'	220	1.00	220.00	27.85%	$17,769,038	$80,768
Single Family - 60'	95	1.20	114.00	14.43%	$9,207,592	$96,922
Totals	989		790.00	100.00%	$63,807,000	

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

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

With Expansion

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	422	$16,988,745	$22,359,982	$52,986
Single Family - 34'	433	$19,755,790	$26,001,868	$60,051
Single Family - 40'	431	$23,134,752	$30,449,138	$70,648
Single Family - 50'	526	$35,292,575	$46,450,831	$88,310
Single Family - 60'	204	$16,425,137	$21,618,181	$105,971
Totals	2,016	$111,597,000	$146,880,000	

Without Expansion

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhome	284	$13,762,928	$18,074,263	$63,642
Single Family - 34'	220	$12,082,946	$15,868,015	$72,127
Single Family - 40'	170	$10,984,496	$14,425,468	$84,856
Single Family - 50'	220	$17,769,038	$23,335,316	$106,070
Single Family - 60'	95	$9,207,592	$12,091,937	$127,284
Totals	989	$63,807,000	$83,795,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

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

With Expansion

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	422	$22,359,982	$52,986	$1,712,270	$4,058	$4,317
Single Family - 34'	433	$26,001,868	$60,051	$1,991,157	$4,599	$4,892
Single Family - 40'	431	$30,449,138	$70,648	$2,331,717	$5,410	$5,755
Single Family - 50'	526	$46,450,831	$88,310	$3,557,086	$6,763	$7,194
Single Family - 60'	204	$21,618,181	$105,971	$1,655,465	$8,115	$8,633
Totals	2,016	$146,880,000		$11,247,695		

Without Expansion

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhome	284	$18,074,263	$63,642	$1,384,081	$4,874	$5,185
Single Family - 34'	220	$15,868,015	$72,127	$1,215,132	$5,523	$5,876
Single Family - 40'	170	$14,425,468	$84,856	$1,104,665	$6,498	$6,913
Single Family - 50'	220	$23,335,316	$106,070	$1,786,959	$8,123	$8,641
Single Family - 60'	95	$12,091,937	$127,284	$925,970	$9,747	$10,369
Totals	989	$83,795,000		$6,416,807		

(1) This amount includes 6% for collection fees and early payment discounts when collected on the Osceola County Tax Bill

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Property Without Expansion

Owner	Property	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
JEN FLORIDA 58 LLC	HILLIARD ISLE CDD*	451.00	$185,798	$83,795,000	$6,416,807	$6,826,390
Totals		451.00		$83,795,000	$6,416,807	$6,826,390

(1) This amount includes 6% to cover collection costs and early payment discounts when collected utilizing the uniform method. As authorized by Section 197.3632, Florida Statutes, when collected utilizing the uniform method of collection pursuant to Chapter 197, Florida Statutes

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	$6,416,807

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

SKETCH OF DESCRIPTION

DESCRIPTION:

-SEE SHEET 2 FOR DESCRIPTION
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

That part of Sections 8, 9 and 16, Township 25 South, Range 30 East, Osceola County, Florida, described as follows:

BEGIN at the Northeast corner of said Section 8; thence S89°51'46"W along the North line of the Northeast 1/4 of said Section 8, a distance of 1293.08 feet to the East Right of Way line of Simpson Road (County Road 530), formerly known as Boggy Creek Road (State Road 530) per Order of Taking, SR Parcel 1098 as recorded in Official Records Book 6341, Page 2263 and Official Records Book 6344, Page 154 of the Public Records of Osceola County, Florida; thence departing said North line, run along said East Right of Way line the following two (2) courses and distances: 1) S00°52'59"W, 206.23 feet to the point of curvature of a curve concave Westerly having a radius of 878.52 feet, a chord bearing of S02°55'13"W, and a chord distance of 62.47 feet; 2) Southerly along the arc of said curve through a central angle of 04°04'29" for a distance of 62.48 feet to a non-tangent line; thence departing said East Right of Way line, S50°08'42"E, 426.24 feet; thence S35°49'02"E, 887.10 feet; thence S59°23'26"E, 198.71 feet; thence S12°29'55"E, 51.47 feet; thence N59°29'41"W, 69.33 feet to the point of curvature of a curve concave Southerly having a radius of 55.00 feet, a chord bearing of S74°55'34"W, and a chord distance of 78.56 feet; thence Westerly along the arc of said curve through a central angle of 91°09'30" for a distance of 87.51 feet to the point of tangency; thence S29°20'49"W, 180.14 feet to the point of curvature of a curve concave Easterly having a radius of 70.00 feet, a chord bearing of S14°40'24"W, and a chord distance of 35.46 feet; thence Southerly along the arc of said curve through a central angle of 29°20'48" for a distance of 35.85 feet to the point of tangency; thence S00°00'00"W, 113.43 feet to the point of curvature of a curve concave Northeasterly having a radius of 55.00 feet, a chord bearing of S38°49'34"E, and a chord distance of 68.97 feet; thence Southeasterly along the arc of said curve through a central angle of 77°39'09" for a distance of 74.54 feet to the point of compound curvature of a curve concave Northerly having a radius of 240.00 feet, a chord bearing of S83°49'34"E, and a chord distance of 51.62 feet; thence Easterly along the arc of said curve through a central angle of 12°20'51" for a distance of 51.72 feet to the point of tangency; thence S90°00'00"E, 126.07 feet; thence N45°00'00"E, 61.34 feet; thence S00°00'00"E, 159.25 feet; thence N45°00'00"W, 61.34 feet; thence N90°00'00"W, 49.63 feet to the point of curvature of a curve concave Southeasterly having a radius of 55.00 feet, a chord bearing of S45°00'00"W, and a chord distance of 77.78 feet; thence Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 86.39 feet to the point of tangency; thence S00°00'00"E, 85.40 feet to the point of curvature of a curve concave Northwesterly having a radius of 250.00 feet, a chord bearing of S37°10'20"W, and a chord distance of 302.11 feet; thence Southwesterly along the arc of said curve through a central angle of 74°20'41" for a distance of 324.39 feet to the point of tangency; thence S74°20'41"W, 105.90 feet to the point of curvature of a curve concave Northerly having a radius of 55.00 feet, a chord bearing of N89°16'57"W, and a chord distance of 31.01 feet; thence Westerly along the arc of said curve through a central angle of 32°44'44" for a distance of 31.43 feet to the point of tangency; thence N72°54'36"W, 195.86 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S49°25'01"W, and a chord distance of 118.30 feet; thence Southwesterly along the arc of said curve through a central angle of 115°20'47" for a distance of 140.92 feet to the point of tangency; thence S08°15'23"E, 135.98 feet; thence S44°40'02"E, 47.57 feet; thence N89°40'02"W, 130.50 feet to the point of curvature of a curve concave Southerly having a radius of 622.00 feet, a chord bearing of S88°47'49"W, and a chord distance of 33.34 feet; thence Westerly along the arc of said curve through a central angle of 03°04'17" for a distance of 33.34 feet to a non-tangent line; thence N37°11'43"E, 52.27 feet; thence N07°48'17"W, 72.39 feet to the point of curvature of a curve concave Southwesterly having a radius of 70.00 feet, a chord bearing of N34°13'44"W, and a chord distance of 62.30 feet; thence Northwesterly along the arc of said curve through a central angle of 52°50'54" for a distance of 64.57 feet to the point of tangency; thence N60°39'11"W, 191.94 feet to the point of curvature of a curve concave Southerly having a radius of 100.00 feet, a chord bearing of N86°41'49"W, and a chord distance of 87.81 feet; thence Westerly along the arc of said curve through a central angle of 52°05'16" for a distance of 90.91 feet to the point of reverse curvature of a curve concave Northerly having a radius of 100.00 feet, a chord bearing of S80°57'12"W, and a chord distance of 47.35 feet; thence Westerly along the arc of said curve through a central angle of 27°23'19" for a distance of 47.80 feet to the point of tangency; thence N85°21'09"W, 194.06 feet to the point of curvature of a curve concave Southeasterly having a radius of 70.00 feet, a chord bearing of S62°00'25"W, and a chord distance of 75.51 feet; thence Southwesterly along the arc of said curve through a central angle of 65°16'52" for a distance of 79.76 feet to the point of tangency; thence S29°21'59"W, 94.33 feet; thence S03°00'00"E, 49.09 feet;

(CONTINUED ON SHEET 2)

LEGEND

L1	LINE NUMBER
C1	CURVE NUMBER
SEC 8–25–30	SECTION 8, TOWNSHIP 25 SOUTH, RANGE 30 EAST
FKA	FORMERLY KNOWN AS
NT	NON–TANGENT
ORB	OFFICIAL RECORDS BOOK
PB	PLAT BOOK
PG(S)	PAGE(S)
PRC	POINT OF REVERSE CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PC	POINT OF CURVATURE
PT	POINT OF TANGENCY
R/W	RIGHT–OF–WAY
S.R.	STATE ROAD
CR	COUNTY ROAD
(R)	RADIAL
LF	LINEAR FEET

NOTES

1. This is not a survey.
2. Bearings and distances shown hereon are pursuant to the Florida State Plane Coordinate System East Zone, North American Datum of 1983 (2011 adjustment) epoch 2010.00, deriving a bearing of S89°51'46"W along the North line of the Northeast 1/4 of Section 8, Township 25 south, Range 30 East, having a scale factor of 0.99995365 (U.S. Survey Foot).
3. This Sketch of Description does not depict any easements of record that may be within or adjoining the lands described hereon.

PREPARED FOR:

PULTE HOME COMPANY, LLC.

HILLIARD ISLE – CDD BOUNDARY

DATE	BY	DESCRIPTION
12/17/25	CAA	UPDATED BOUNDARY
12/12/25	CAA	UPDATED BOUNDARY

REVISIONS

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644–4068
CERTIFICATE OF AUTHORIZATION NO. LB68

DONALD W. McINTOSH ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION NO. LB68

James LeViner
Digitally signed by James LeViner
DN: CN=James LeViner
Reason: I am approving this document
Date: 2025.12.17 13:43:09-05'00'

JAMES D. LEVINER December 17, 2025
Florida Registered Surveyor and Mapper
Certificate No. 6915
NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL, OR AN ELECTRONIC SIGNATURE (5J–17.062(3) F.A.C.), OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 1
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

Printed: Wed 17–Dec–2025 – 11:53AM
F:\Proj2021\21667\Sdwg\NAVD88\sod\21–132(S7) Hilliard Isle CDD Parcel.dwg

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CS# 21–132(S7)

SKETCH OF DESCRIPTION

(CONTINUED FROM SHEET 1)

-SEE SHEET 1 FOR DESCRIPTION, NOTES AND LEGEND
-SEE SHEETS 3 – 7 FOR SKETCH
-SEE SHEET 8 FOR LINE TABLE
-SEE SHEET 9 FOR CURVE TABLE

thence N30°37'00"W, 8.14 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet, a chord bearing of N45°37'00"W, and a chord distance of 25.88 feet; thence Northwesterly along the arc of said curve through a central angle of 30°00'00" for a distance of 26.18 feet to the point of tangency; thence N60°37'00"W, 515.88 feet; thence N15°37'01"W, 35.35 feet to a point on the aforesaid East Right of Way line of Simpson Road; thence S29°23'00"W along said East Right of Way line, 167.99 feet; thence departing said East Right of Way line, N74°22'59"E, 35.35 feet; thence S60°37'00"E, 499.64 feet; thence S29°23'00"W, 108.36 feet; thence S00°19'58"W, 188.09 feet to a point on the South line of the Northeast 1/4 of the aforesaid Section 8; thence S89°40'02"E along said South line, 1800.23 feet to the Southeast corner of said Northeast 1/4 of Section 8; thence departing said South line, S00°28'52"W along the West line of the Southwest 1/4 of the aforesaid Section 9, 1363.79 feet; thence departing said West line, N90°00'00"E, 156.45 feet; thence S00°00'00"E, 36.76 feet; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 192.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 60.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 208.50 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 70.00 feet to a radial curve concave Southeasterly having a radius of 25.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 35.36 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence N90°00'00"E, 114.49 feet to the point of curvature of a curve concave Northerly having a radius of 360.00 feet, a chord bearing of N80°33'30"E, and a chord distance of 118.11 feet; thence Easterly along the arc of said curve through a central angle of 18°53'00" for a distance of 118.65 feet to a non-tangent line; thence S00°00'00"E, 437.33 feet; thence S10°27'30"E, 43.89 feet; thence S19°33'01"E, 141.00 feet; thence S01°50'37"E, 308.94 feet; thence S21°32'43"W, 141.00 feet; thence S15°20'38"W, 38.72 feet; thence S00°03'08"W, 619.67 feet; thence N80°23'14"E, 379.52 feet; thence S09°36'46"E, 160.00 feet; thence S80°23'14"W, 188.06 feet; thence S00°00'00"E, 634.21 feet; thence S30°52'34"E, 1399.40 feet; thence N48°15'11"E, 128.20 feet; thence N54°19'58"W, 177.08 feet; thence N37°49'57"E, 49.01 feet; thence N33°13'45"E, 1.79 feet; thence N58°46'44"E, 19.83 feet; thence S82°32'42"E, 78.35 feet; thence S86°06'14"E, 89.73 feet; thence N85°27'07"E, 67.47 feet; thence N73°11'56"E, 38.88 feet; thence N56°00'29"E, 95.36 feet; thence N44°14'29"E, 119.55 feet; thence N21°20'32"E, 103.91 feet; thence N19°38'22"E, 67.17 feet; thence N71°06'37"E, 69.50 feet; thence N61°48'44"E, 54.34 feet; thence N42°50'59"E, 216.41 feet; thence N28°09'35"E, 80.51 feet to the point of curvature of a curve concave Westerly having a radius of 25.00 feet, a chord bearing of N14°20'30"W, and a chord distance of 33.78 feet; thence Northerly along the arc of said curve through a central angle of 85°00'11" for a distance of 37.09 feet to a non-tangent line; thence N43°44'38"E, 326.94 feet; thence N46°29'48"W, 188.87 feet; thence N00°00'00"E, 1163.43 feet; thence N90°00'00"E, 133.57 feet; thence N00°00'00"E, 629.00 feet; thence N90°00'00"E, 73.00 feet; thence N00°00'00"E, 481.00 feet; thence N90°00'00"E, 140.00 feet; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 15.00 feet to the point of curvature of a curve concave Southeasterly having a radius of 15.00 feet, a chord bearing of N45°00'00"E, and a chord distance of 21.21 feet; thence Northeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence N90°00'00"E, 335.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 15.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 21.21 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 23.56 feet to the point of tangency; thence S00°00'00"E, 15.00 feet; thence N90°00'00"E, 26.00 feet; thence N00°00'00"E, 156.00 feet; thence N90°00'00"E, 75.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 25.00 feet, a chord bearing of S45°00'00"E, and a chord distance of 35.36 feet; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to a radial line; thence N90°00'00"E, 67.00 feet; thence S00°00'00"E, 197.79 feet; thence N90°00'00"E, 179.13 feet; thence N51°10'08"E, 1088.54 feet to a point on the shoreline of East Lake Tohopekaliga and Reference Point "A"; thence Northwesterly along said shoreline 4000 feet, more or less to Reference Point "B" also being a point on the North line of the Southeast 1/4 of the aforesaid Section 9, lying N61°07'43"W, 1800.62 feet from Reference Point "A and lying N88°48'03"W, 396.41 feet from Reference Point "C" being the intersection of the North line of the Southeast 1/4 of said Section 9 and the lake meander line, as shown on the Original General Land Office Survey for State of Florida, Township 25 South, Range 30 East, dated 1848; thence continue Northerly along aforesaid shoreline, 1200 feet, more or less to Reference Point "D", a point on said lake meander line lying N32°46'20"W, 636.36 feet from said Reference Point "C"; thence departing said meander line, continue Northerly along said shoreline 830 feet, more or less, to Reference Point "E" being a point on the aforesaid meander line, lying N32°46'20"W, 307.69 feet from said Reference Point "D"; thence departing said meander line, continue Northerly along said shoreline, 930 feet, more or less to a point lying on the North line Government Lot 2; thence departing said shoreline run N89°07'31"W along said North line, 589 feet, more or less to a point lying on aforesaid lake meander line and lying N32°46'20"W, 692.55 feet from aforesaid Reference Point "E"; thence departing said North line, run N32°46'20"W along said meander line 1636.60 feet to the intersection of the aforesaid lake meander line and the North line of the Northwest 1/4 of aforesaid Section 9; thence run S89°59'13"W along said North line, 1055.95 feet to the POINT OF BEGINNING; bearings and distances are based on the Florida State Plane Coordinate System, East Zone, NAD83 (2011), epoch 2010.00; the reciprocal grid factor is 1.00004635.

Containing 451 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
1950 SUMMIT PARK DRIVE SUITE 600, ORLANDO, FL 32810 (407) 644-4068
CERTIFICATE OF AUTHORIZATION NO. LB68

PREPARED FOR:
PULTE HOME COMPANY, LLC.
HILLIARD ISLE – CDD BOUNDARY

DRAWN BY: JDL		JOB NO.	SCALE	SHEET 2
DATE: 04/2025	CHECKED BY: JDL	24596.001	N/A	OF 9

SECTION 4

RESOLUTION 2026-34

A RESOLUTION OF THE HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING PHASE 1-4 ASSESSMENTS (AS HEREINAFTER DEFINED) ON PROPERTY SPECIALLY BENEFITED BY THE PHASE 1-4 PROJECT (AS HEREINAFTER DEFINED) TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

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

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

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

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

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

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

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct certain infrastructure projects and services necessitated by the development of, and serving certain lands within the District.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the infrastructure improvements and services project necessitated by the development of, and serving certain lands within, Phases 1, 2, 3 and 4 of the development within the District (the "**Phase 1-4 Project**"), the nature and location of which was initially described in Resolution 2026-26 and more particularly described in the *Master Engineer's Report,* dated July 13, 2026 (the "**Master Engineer's Report**") (attached as **Exhibit A** hereto and incorporated herein by this reference), and which Phase 1-4 Project's plans and specifications are on file at 291 East Livingston Street, Orlando, Florida, 32801 ("**District Records Offices**"); (ii) the cost of such Phase 1-4 Project be assessed against the lands specially benefited by such Phase 1-4 Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Phase 1-4 Project, the levying of such Phase 1-4 Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Phase 1-4 Project which are to be assessed against the benefitted properties, pending the collection of such Phase 1-4 Assessments, it is necessary for the District from time to time to sell and issue its special assessment revenue bonds, in one or more series (the "**Bonds**").

(g) By Resolution 2026-26, the Board determined to provide the Phase 1-4 Project and to defray the costs thereof by making Phase 1-4 Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Phase 1-4 Project prior to the collection of such Phase 1-4 Assessments. Resolution 2026-26 was adopted in compliance with the requirements of section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2026-26, said Resolution 2026-326 was published as required by section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the District.

(i) As directed by Resolution 2026-26, a preliminary assessment roll was adopted and filed with the Board as required by section 170.06, *Florida Statutes*.

(j) As required by section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2026-27, fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein

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

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

(l) On September 14, 2026, at the time and place specified in Resolution 2026-27 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Phase 1-4 Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Phase 1-4 Project are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Phase 1-4 Project against the properties specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology* dated July 13, 2026 (the "**Assessment Methodology**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such Exhibit B (the "**Phase 1-4 Assessments**"); and

(iii) the Assessment Methodology is hereby approved, adopted and confirmed. The District authorizes its use in connection with the issuance of the Bonds;

(iv) it is hereby declared that the Phase 1-4 Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Phase 1-4 Assessments thereon when allocated as set forth in Exhibit B;

(v) it is in the best interests of the District that the Phase 1-4 Assessments be paid and collected as herein provided; and

(vi) it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Methodology in order to ensure that all parcels of real property benefiting from the Phase 1-4 Project are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt-service when due.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Phase 1-4 Project for construction of infrastructure improvements initially described in Resolution 2026-26, and more specifically identified and described in Exhibit A attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Phase 1-4 Project and the costs to be paid by Phase 1-4 Assessments on all specially benefited property are set forth in Exhibits A and B, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Phase 1-4 Assessments on the parcels specially benefited by the Phase 1-4 Project, all as specified in the final assessment roll set forth in Exhibit B, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Phase 1-4 Assessments, as reflected in Exhibit B, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessment against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Phase 1-4 Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF ASSESSMENTS. When the entire Phase 1-4 Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Phase 1-4 Project, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Phase 1-4 Assessments for the entire Phase 1-4 Project has been determined, the term "Assessment" shall, with respect to each parcel, mean the sum of the costs of the Phase 1-4 Project.

SECTION 7. PAYMENT OF ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Phase 1-4 Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Phase 1-4 Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Phase 1-4 Project and the adoption by the Board of a resolution accepting the Phase 1-4 Project, unless such option has been waived by the owner of the land subject to the Phase 1-4 Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Phase 1-4 Project costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits which application may be addressed by such resolutions. At any time subsequent to thirty (30) days after the Phase 1-4 Project has been completed and a resolution accepting the Phase 1-4 Project has been adopted by the Board, the Phase 1-4 Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Phase 1-4 Assessments may prepay the entire remaining balance of the Phase 1-4 Assessments at any time, or a portion of the remaining balance of the Assessment up to two times if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five day (45) period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Phase 1-4 Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Phase 1-4 Assessments authorized by sections 197.3632 and 197.3635, *Florida Statutes* (the "**Uniform Method**"). The

District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said sections 197.3632 and 197.3635, *Florida Statutes*. Such Phase 1-4 Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Phase 1-4 Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Phase 1-4 Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law.

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

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Methodology, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Phase 1-4 Assessments securing the Bonds shall be allocated as set forth in the Assessment Methodology. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Phase 1-4 Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth. Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

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

(c) The foregoing is based on the District's understanding that Pulte Home Company, LLC, the current landowner and developer, intends to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Phase 1-4 Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Phase 1-4 Assessments

pursuant to this Resolution in excess of the total debt service related to the Phase 1-4 Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the true-up methodology, as described in the Assessment Methodology, to any assessment reallocation pursuant to this paragraph would result in Phase 1-4 Assessments collected in excess of the District's total debt service obligation for the Phase 1-4 Project, the Board shall by resolution take appropriate action to equitably reallocate the Phase 1-4 Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Phase 1-4 Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Phase 1-4 Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the Phase 1-4 Project funded by the corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Phase 1-4 Assessments without specific consent thereto. If at any time, any real property on which Phase 1-4 Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Phase 1-4 Assessments thereon), all future unpaid Phase 1-4 Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

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

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

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

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

PASSED AND ADOPTED THIS 14th DAY OF SEPTEMBER 2026.

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT

_____	_____
Secretary/Assistant Secretary	Chair, Board of Supervisors

Exhibit A: Master E*ngineer's Report* dated July 13, 2026
Exhibit B: *Master Assessment Methodology dated July 13, 2026*

SECTION VII

HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2027 BUDGET FUNDING AGREEMENT

This Agreement ("**Agreement**") is made and entered into this ____ day of _____ 2026, by and between:

Hilliard Isle Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and with an address of c/o Governmental Management Services – Central Florida, 219 E. Livingston Street, Orlando, Florida 32801 ("**District**"), and

Pulte Home Company, LLC, a Michigan limited liability company, and the developer of the lands in the District ("**Developer**", and together with the District, the "**Parties**") with a mailing address of 4901 Vineland Road, Suite 500, Orlando, Florida 32811.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently owns and/or is developing the Property within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

WHEREAS, for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**FY 2027**"), the Board of Supervisors ("**Board**") of the District adopted its general fund budget ("**Budget**") attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in the Budget; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit to the Property equal to or in excess of the costs reflected in the Budget; and

WHEREAS, the Developer agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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 Parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law. Any such amendment adopted by the Board at a duly noticed public meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District's general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement by certifying amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, Florida Statutes, or under any method of direct bill and collection authorized by Florida law. The enforcement of the collection of funds, including which method to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the Parties hereto.

5. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each Party has complied with all of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either Party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** A default by either Party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

8. **ENFORCEMENT.** In the event that any Party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing Party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement to be effective the day and year first written above.

Attest:

_____
Secretary/Assistant Secretary

Hilliard Isle Community Development District

_____
By: _____
Its: _____

Pulte Home Company, LLC

_____
Witness

By: _____
Name: _____
Title: _____

EXHIBIT A: FY 2027 Budget

Exhibit A

Fiscal Year 2027 General Fund Budget

SECTION VIII

Memorandum

To: Board of Supervisors

From: District Management

Date: September 14, 2026

RE: HB7013 – Special Districts Performance Measures and Standards

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2027 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A:
Goals, Objectives and Annual Reporting Form

Hilliard Isle Community Development District
Performance Measures/Standards &
Annual Reporting Form

October 1, 2026 – September 30, 2027

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold at least three regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

Measurement: Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

Standard: A minimum of three board meetings were held during the Fiscal Year.

Achieved: Yes ☐ No ☐

Goal 1.2: Notice of Meetings Compliance

Objective: Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

Measurement: Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

Standard: 100% of meetings were advertised with 7 days notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

Achieved: Yes ☐ No ☐

Goal 1.3: Access to Records Compliance

Objective: Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

Measurement: Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

Standard: 100% of monthly website checks were completed by District Management.

Achieved: Yes ☐ No ☐

2. Financial Transparency and Accountability

Goal 2.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

Measurement: Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

Standard: 100% of budget approval & adoption were completed by the statutory deadlines and posted to the CDD website.
Achieved: Yes ☐ No ☐

Goal 2.2: Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: Annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.
Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD's website.
Standard: CDD website contains 100% of the following information: Most recent annual audit, most recent adopted/amended fiscal year budget, and most recent agenda package with updated financials.
Achieved: Yes ☐ No ☐

Goal 2.3: Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection, and transmit to the State of Florida.
Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD's website and transmitted to the State of Florida.
Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.
Achieved: Yes ☐ No ☐

Chair/Vice Chair:_____ Date:_____
Print Name:_____
Hilliard Isle Community Development District

District Manager:_____ Date:_____
Print Name:_____
Hilliard Isle Community Development District

SECTION IX

SECTION C

SECTION 1

BOARD OF SUPERVISORS MEETING DATES
HILLIARD ISLE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2027

The Board of Supervisors of the **Hilliard Isle Community Development District** will hold their regular meetings for the Fiscal Year 2027 on the Second Monday of each month, at the **West Osceola Branch Library, 305 Campus Street, Celebration, FL 34747, at 2:30 p.m.**, unless otherwise indicated, as follows:

October 12, 2026
November 9, 2026
December 14, 2026
January 11, 2027
February 8, 2027
March 8, 2027
April 12, 2027
May 10, 2027
June 14, 2027
July 12, 2027
August 9, 2027
September 13, 2027

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager, Governmental Management Services – Central Florid, LLC at 219 E. Livingston Street, Orlando, FL 32801; by calling (407) 841-5524, during normal business hours, or via the District's website at https://hilliardislecdd.com.

The meetings may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when one or more Supervisors will participate by telephone.

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

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

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC