

EAST RIDGE

**COMMUNITY DEVELOPMENT
DISTRICT**

September 8, 2025

BOARD OF SUPERVISORS

PUBLIC HEARING

AND REGULAR

MEETING AGENDA

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

East Ridge Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

August 29, 2025

Board of Supervisors
East Ridge Community Development District

Dear Board Members:

The Board of Supervisors of the East Ridge Community Development District will hold a Public Hearing and Regular Meeting on September 8, 2025 at 10:00 a.m., at Kilinski | Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-07, Re-Scheduling and Noticing the Budget Hearing for Fiscal Year 2026; Providing a Severability Clause; and Providing an Effective Date
4. Public Hearing on Adoption of Fiscal Year 2025/2026 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2025-08, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2025, and Ending September 30, 2026; Authorizing Budget Amendments; and Providing an Effective Date
5. Discussion: Updated Provisions of the District's Rules of Procedure
 - A. Memorandum
 - B. Revisions of Rules of Procedure – 2025 Legislative Updates
 - C. Consideration of Resolution 2025-09, To Designate the Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Restated Rules of Procedure; and Providing an Effective Date
6. Consideration of Special Districts Performance Measures and Standards Reporting FY2026
 - Authorization of Chair to Approve Findings Related to FY2025 Special Districts Performance Measures and Standards Reporting
7. Ratification Items
 - A. Powerhouse, Inc. Corrective Storm Drain Easement Agreement

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- I. Storm Drain Easement Agreement
 - B. Temporary Construction and Access License Agreement (Phase 1 Project Improvements)
8. Acceptance of Unaudited Financial Statements as of July 31, 2025
 9. Approval of April 7, 2025 Regular Meeting Minutes
 10. Staff Reports
 - A. District Counsel: *Kilinski / Van Wyk PLLC*
 - B. District Engineer: *Moore Bass Consulting, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - Property Insurance on Vertical Assets
 - Form 1 Submission and Ethics Training
 - Hard Copy Agendas vs Tablets
 - NEXT MEETING DATE: December 8, 2025 at 10:00 AM
- QUORUM CHECK

SEAT 1	JAY REVELL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	BRAD ODOM	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	PETER METTLER, JR.	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	GARRISON BURR	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JAMES DAVENPORT	☐ IN PERSON	☐ PHONE	☐ NO

11. Board Members' Comments/Responses
12. Public Comments
13. Adjournment

Should you have any questions and/or concerns, please feel free to contact me directly at (561) 346-5294 or Chris Conti at 724-971-8827.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT RE-SCHEDULING AND NOTICING THE BUDGET HEARING FOR FISCAL YEAR 2026; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the East Ridge Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated in Leon County, Florida; and

WHEREAS, the District's Board of Supervisors ("**Board**") adopted Resolution 2025-03 on April 7, 2025, approving a proposed budget for Fiscal Year 2026 ("**Proposed Budget**") and setting a public hearing for the adoption of the Proposed Budget on August 4, 2025, at 10:00 a.m. at the offices of Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301; and

WHEREAS, the Board now desires to ratify the District Manager's and District staff's actions in re-scheduling the date and time of the public hearing on the Proposed Budget for September 8, 2025, at 10:00 a.m., at the offices Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301, and causing notice thereof to be provided pursuant to Florida law; and

WHEREAS, the Board further desires to amend Resolution 2025-03 to reflect the same.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Resolution 2025-03 is hereby amended to reflect the re-scheduled date and time of the hearing on the Proposed Budget for the following date, time, and location:

DATE: September 8, 2025
HOUR: 10:00 a.m.
LOCATION: Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

SECTION 2. The actions of the District Manager and District staff in re-scheduling and re-noticing the hearing on the Proposed Budget are hereby ratified and approved.

SECTION 3. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 4. Except as otherwise provided herein, all of the provisions of Resolution 2025-03 continue in full force and effect.

SECTION 5. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 6. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4A

AFFIDAVIT OF PUBLICATION

East Ridge Community DD
East Ridge CDD
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

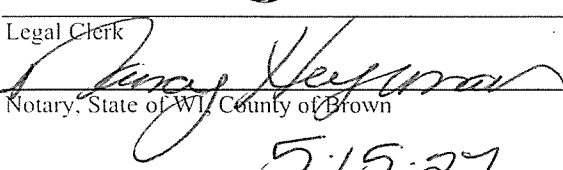
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Tallahassee Democrat, a newspaper published in Tallahassee in Leon County, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible website of Leon County, Florida, or in a newspaper by print in the issues of, on:

08/17/2025, 08/24/2025

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/24/2025

Legal Clerk


Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$247.68

Tax Amount: \$0.00

Payment Cost: \$247.68

Order No: 11569649

Customer No: 1381742

of Copies:

1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

NANCY HEYRMAN
Notary Public
State of Wisconsin

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO
CONSIDER THE ADOPTION OF THE
FISCAL YEAR 2026 BUDGET AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS' MEETING.**

The Board of Supervisors ("Board") of the East Ridge Community Development District ("District") will hold a public hearing on September 8, 2025, at 10:00 a.m. at the Offices of Kilinski | Van Wyk PLLC, 517 E. College Avenue, Tallahassee, Florida 32301, for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("Fiscal Year 2026"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (561) 571-0010 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://eastridgecdd.com/>.

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

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager

PUBLICATION: 8/17, 8/24/2025

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

4B

RESOLUTION 2025-08

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

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2025, submitted to the Board of Supervisors ("**Board**") of the East Ridge Community Development District ("**District**") a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

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

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 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; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

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

- b. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the East Ridge Community Development District for the Fiscal Year Ending September 30, 2026."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of \$292,778 to be raised by landowner funding agreement/landowner contribution or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$292,778
TOTAL ALL FUNDS	\$292,778

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2026 or within sixty (60) days following the end of the Fiscal Year 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 paragraph c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 8TH DAY OF SEPTEMBER, 2025.

ATTEST:

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget for Fiscal Year 2026

Exhibit A: Adopted Budget for Fiscal Year 2026

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
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**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET**

	Fiscal Year 2026				Proposed Budget FY 2026
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Landowner contribution	\$ 107,449	\$ 21,625	\$ 66,614	\$ 88,239	\$ 292,778
Total revenues	107,449	21,625	66,614	88,239	292,778
EXPENDITURES					
Professional & administrative					
Supervisors	6,459	-	6,459	6,459	6,459
Management/accounting/recording*	48,000	10,000	22,000	32,000	48,000
Legal	25,000	3,482	21,518	25,000	25,000
Engineering	5,000	-	5,000	5,000	5,000
Audit**	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation**	500	-	-	-	500
EMMA software service	-	-	-	-	2,000
Dissemination agent	2,000	-	500	500	2,000
Trustee**	5,500	-	-	-	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	200	208	292	500	500
Legal advertising	2,000	-	7,500	7,500	2,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	6,000
Contingencies/bank charges	500	-	1,250	1,250	1,750
Website		-	-	-	
Hosting	705	-	705	705	705
ADA compliance	210	-	210	210	210
Total professional & administrative	107,449	18,948	71,051	89,999	111,499

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET**

	Fiscal Year 2026				
	Adopted Budget FY 2025	Actual through 2/28/2025	Projected through 9/30/2025	Total Actual & Projected	Proposed Budget FY 2026
Field operations					
Field ops management	-	-	-	-	5,000
Property insurance	-	-	-	-	3,000
Landscape maintenance					
Maintenance contract	-	-	-	-	109,771
Tree/plant replacement	-	-	-	-	5,000
Irrigation repairs	-	-	-	-	2,500
Irrigation supply					7,968
Trail Maintenance	-	-	-	-	10,000
Entry monuments, walls and hardscape	-	-	-	-	5,000
Repair, maintenance, pressure washing	-	-	-	-	2,500
Stormwater management	-	-	-	-	
Maintenance - stormwater ponds	-	-	-	-	4,760
Lake bank erosion repairs	-	-	-	-	2,500
Wetland buffer maintenance	-	-	-	-	8,280
Upland maintenance	-	-	-	-	5,000
Contingency					10,000
Total field operations	-	-	-	-	181,279
Total expenditures	107,449	18,948	71,051	89,999	292,778
Excess/(deficiency) of revenues over/(under) expenditures	-	2,677	(4,437)	(1,760)	-
Fund balance - beginning (unaudited)	-	1,760	4,437	1,760	-
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Unassigned	-	4,437	-	-	-
Fund balance - ending	\$ -	\$ 4,437	\$ -	\$ -	\$ -

* WHA will charge a reduced management fee \$2,000/month until bonds are issued

* * These items will be realized when bonds are issued

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ 6,459
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year. The budgeted amount includes FICA.	
Management/accounting/recording*	48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	5,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit**	5,000
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
EMMA software service	2,000
Arbitrage rebate calculation**	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	2,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee**	5,500
Annual fee for the service provided by trustee, paying agent and	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,000
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	1,750
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website	
Hosting	705
ADA compliance	210
Field ops management	5,000

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Property insurance	3,000
Landscape maintenance	
Maintenance contract	109,771
Tree/plant replacement	5,000
Irrigation repairs	2,500
Irrigation supply	7,968
Trail Maintenance	10,000
Entry monuments, walls and hardscape	5,000
Repair, maintenance, pressure washing	2,500
Stormwater management	
Maintenance - stormwater ponds	4,760
Lake bank erosion repairs	2,500
Wetland buffer maintenance	8,280
Upland maintenance	5,000
Contingency	10,000
Total expenditures	<u><u>\$ 292,778</u></u>

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

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EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

5A



MEMORANDUM

To: Board of Supervisors; District Staff

From: Kilinski | Van Wyk PLLC

Date: September 1, 2025

Re: Updated Provisions of the District's Rules of Procedure

Please find attached to this memorandum an updated version of the previously adopted Rules of Procedure ("Rules"). Revisions were made to maintain consistency between the Rules and current Florida law, including statutory changes adopted in the 2025 Legislative Session, as well as to facilitate greater efficiency in the operation of the District. An explanation of each material change to the Rules is provided below. Minor formatting or proofreading changes are not summarized. Should you have any questions regarding the revisions to the Rules, please do not hesitate to contact your KVW attorney.

Business Hours

Language was added to Rules 1.0(3) and 3.11(1)(d) to clarify that the normal business hours of the District are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

Public Meetings, Hearings, and Workshops

Language was added to Rule 1.3(1)(d) to provide an earlier deadline for individuals to request accommodations for meeting participation. An individual requiring special accommodations to participate in the meeting, hearing, or workshop must contact the office of the District Manager at least three (3) business days prior to the scheduled meeting, hearing, or workshop.

Language was added to Rule 1.3(3) to provide examples of what may constitute "good cause" to amend a meeting agenda.

Language was added to Rule 1.3(6) to require that the notice for an emergency meeting include the specific reasons for the emergency meeting.

Notice of Rule Development

Rule 2.0(2) was revised to reflect the recent legislative change requiring the Notice of Rule Development to be published at least seven (7) days prior to the notice of rulemaking and thirty-five (35) days prior to the public hearing on the proposed rule. Rule 2.0(2) was also revised to require the Notice of Rule Development to include the following: (1) the grant of rulemaking authority for the proposed rule and the law being implemented; and (2) the proposed rule number.



Notices of Rulemaking

Rule 2.0(3) was also revised to reflect the recent legislative changes requiring the Notice of Rulemaking to include the following: (1) the proposed rule number; (2) the name, email address, and telephone number of the staff member who may be contacted regarding the intended action; and (3) the website where the statement of estimated regulatory costs may be viewed in its entirety, if applicable.

Rule 2.0(3) was further revised to require any material proposed to be incorporated by reference be available for inspection and copying by the public at the time of publication of the Notice of Rulemaking and to permit the Notice of Rulemaking to be delivered electronically to all persons named in the proposed rule or who have requested advance notice of rulemaking.

Petitions to Initiate Rulemaking

Rule 2.0(5) was revised to require the District's Board of Supervisors to initiate rulemaking proceedings within thirty (30) calendar days of receiving a petition to initiate rulemaking proceedings, in accordance with Florida Statutes.

Emergency Rule Adoption

Rule 2.0(8) was amended to permit the District's Board of Supervisors to adopt an emergency rule if it is necessitated by immediate danger to the public health, safety, or welfare, or if the Legislature authorizes the Board of Supervisors to adopt emergency rules. Notice of the emergency rules must include the Board of Supervisors' findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.

Rule Variances

Rule 2.0(12)(a) was amended to include safety-related concerns as an example of a "substantial hardship" which could justify a rule variance.

Competitive Purchases

Rule 3.0(3) was revised to incorporate the recent legislative change that prohibits the District from penalizing a bidder for performing a larger volume of construction work for the District or rewarding a bidder for performing a smaller volume of construction work for the District on a public works project as defined in Section 255.0992, *Florida Statutes*. A public works project is defined as "an activity that is paid for with any local or state-appropriated funds and that consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof owned in whole or in part by any political subdivision." A public works project does not include the provision of goods, services, or work incidental to the public works project, such as security services, janitorial services, landscape services, maintenance services, or any other services that do not require a construction contracting license or involve supplying or carrying construction materials for a public works project.



Auditor Selection Committee Notices

Rule 3.2(6) was revised to require seven (7) days' notice of Auditor Selection Committee meetings, in accordance with Florida Law regarding meeting notices.

Purchase of Insurance

Rule 3.3(2)(g) was amended to remove "geographic location" from the list of evaluation criteria for the purchase of insurance.

Construction Contract Bids

Rule 3.5(2)(e) was amended to clarify that mistakes in arithmetic extension of pricing may be corrected by the Board provided such corrections do not result in a material change to the bid amount or create an unfair advantage.

Emergency Construction Service Purchases

Rule 3.5(5) was amended to clarify the circumstances under which the District may undertake an emergency purchase of construction services.

Bid Protests

Rules 3.11(4) and (5) were amended to provide additional details regarding the required procedures for bid protests.

Facsimile Notices, Generally

Changes were made throughout the Rules to remove facsimile as a method of notice and to add electronic mail as an acceptable method of notice where permitted by law.

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

5B

**RULES OF PROCEDURE
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF _____

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Rule 1.0 General.

- (1) East Ridge Community Development District (“District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (“Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

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

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

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

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

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

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

- (a) Agenda packages for prior twenty-four (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, but are not limited to, 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 ~~and/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 ~~the~~^{his or her} affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least ~~forty-eight (48) hours~~ three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Cindy Cerbone, cerbonec@whhassociates.com, Wrathell Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431 (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval (“Meeting Materials”). 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, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, 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, or similar format, in preparing its agenda for its regular meetings:

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
 - (a) District Counsel
 - (b) District Engineer
 - (c) District Manager

1. Financial Report
2. Approval of Expenditures
Supervisor's requests and comments
Public comment
Adjournment

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

time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.
- (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, an opportunity for final board discussion 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 Fire safety Board Discussions. Portions of a meeting which relate to or would reveal a security or fire safety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
 - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published ~~at least twenty-nine (29)~~ at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the ~~specific legal authority for the proposed rule~~ grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
 - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
 - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, ~~setting forth~~ including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, ~~and~~ a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District’s statement of ~~the~~ estimated regulatory costs and the website address where

the complete statement of estimated regulatory costs may be viewed, if such a statement has been prepared pursuant to its entirety, if one has been prepared, based on the factors set forth in Section 120.541(2), of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

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- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.
 - (c) The notice shall be mailed, or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing 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 by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-

case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:
- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
 - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
 - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare ~~exists~~ which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority ~~—shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule provided that such procedures as long as it protects the public interest and complies with applicable law and determined by the District and otherwise complies with~~ these provisions.

- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:
- (a) The texts of the proposed rule and the adopted rule;
 - (b) All notices given for a proposed rule;
 - (c) Any statement of estimated regulatory costs for the rule;
 - (d) A written summary of hearings, if any, on the proposed rule;
 - (e) All written comments received by the District and responses to those written comments; and
 - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
 - (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
 - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
 - (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant~~or other~~ type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
 - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District’s Rule. Each petition shall specify:
 - (i) The rule from which a variance or waiver is requested;

- (ii) The type of action requested;
 - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
 - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
- (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.
- (d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.
- (13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

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

Law Implemented: §§ 120.54, 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 or electronically posted 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 or electronically posted 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 or electronically posted 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, provided that for a public works project as defined in Section 255.0992, Florida Statutes, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(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 as defined in Section 287.0943, *Florida Statutes*.

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(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, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

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

(4) Competitive Selection.

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

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

(5) Competitive Negotiation.

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

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

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

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed ~~at least seven (7) days for a~~ reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

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

- i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, 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.
 - xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.
- (b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. 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 ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.
- (f) 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.
- (g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) Reapplication and Reinstatement

- (a) A contractor whose qualification to bid has been revoked or denied because of

contract crime may, at any time after revocation or denial, file a petition for reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

- (b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.
- (c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

- (a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.
- (b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.
- (c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

Any contractor that has been found guilty by a court of competent jurisdiction 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 five (5) years shall be deemed ~~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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules- only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

- (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

- (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:
1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
 2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, ~~or facsimile~~, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
 3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

- d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District,

which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, ~~facsimile~~, [electronic mail](#), or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.
- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

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

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

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

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

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

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

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

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

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

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

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

Rule 3.10 Contractual Services.

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

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

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

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

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

(1) Filing.

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

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

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
- (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 certified mail, facsimile, hand delivery, or email with delivery confirmation ~~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 qualified 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) calendar days from receipt of the recommended order~~days~~ in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on appropriate terms that~~which~~ shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

(7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

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

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

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

5C

RESOLUTION 2025-09

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

WHEREAS, East Ridge Creek 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 Tallahassee, Leon County, Florida; and

WHEREAS, the Board of Supervisors of the District (“**Board**”) is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

WHEREAS, the Board previously adopted *Rules of Procedure* to govern the operation and administration of the District and now wishes to set a public hearing to consider amendments thereto.

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

SECTION 1. A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on _____, **2025, at 10:00 a.m. at Kilinski | Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301.**

SECTION 2. The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

PASSED AND ADOPTED this 8th day of September, 2025.

ATTEST:

**EAST RIDGE COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Proposed Amended and Restated Rules of Procedure

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

6

**East Ridge Community Development District
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. Community Communication and Engagement

Goal 1.1: Public Meetings Compliance

Objective: Hold regular Board of Supervisor meetings 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 two board meetings were held during the Fiscal Year or more as may be necessary or required by local ordinance and establishment requirements.

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), *Florida Statutes*, using at least two communication methods.

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

Standard: 100% of meetings were advertised with 7 days' notice per statute by at least two methods (i.e., newspaper, CDD website, electronic communications, annual meeting schedule).

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. Infrastructure and Facilities Maintenance

Goal 2.1: Engineer or Field Management Site Inspections

Objective: Engineer or Field Manager will conduct inspections to ensure safety and proper functioning of the District's infrastructure.

Measurement: Field Manager and/or District Engineer visits were successfully completed per agreement as evidenced by Field Manager and/or District Engineer's reports, notes or other record keeping method.

Standard: 100% of site visits were successfully completed as described within the applicable services agreement

Achieved: Yes ☐ No ☐

Goal 2.2: District Infrastructure and Facilities Inspections

Objective: District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

Measurement: A minimum of one inspection completed per year as evidenced by District Engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one inspection was completed in the Fiscal Year by the District's Engineer.

Achieved: Yes ☐ No ☐

3. Financial Transparency and Accountability

Goal 3.1: Annual Budget Preparation

Objective: Prepare and approve the annual proposed budget by June 15 and adopt the final budget 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 3.2: 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 recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes ☐ No ☐

Goal 3.3: 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: September 8, 2025

Print Name: _____

East Ridge Community Development District

District Manager: _____

Date: September 8, 2025

Print Name: Cindy Cerbone

East Ridge Community Development District

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

7

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS A

PREPARED BY, AND RETURN TO

Randall Raban
Holtzman Vogel Baren
Torchinsky & Josefiak, PLLC
119 S. Monroe Street, Suite 500
Tallahassee, Florida 32301

(Space above for Clerk's use only)

CORRECTIVE STORM DRAIN EASEMENT AGREEMENT

THIS CORRECTIVE STORM DRAIN EASEMENT AGREEMENT IS BEING RECORDED TO CORRECT AND COMPLETELY REPLACE THAT CERTAIN STORM DRAIN EASEMENT AGREEMENT RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, ON DECEMBER 17, 2024, AS INSTRUMENT NUMBER 20240067291, BOOK 6015, PAGE 794. AS SUCH, THE EFFECTIVE DATE OF THIS CORRECTIVE STORM DRAIN EASEMENT AGREEMENT SHALL DATE BACK TO DECEMBER 17, 2024.

STORM DRAIN EASEMENT AGREEMENT

This STORM DRAIN EASEMENT AGREEMENT (this "Agreement") is made and entered into as of this 18th day of December, 2024 ("Effective Date") by and between POWERHOUSE INC., a Florida corporation, whose mailing address is 3000 Welaunee Road, Tallahassee, Florida 32309 ("Grantor"), and EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee"). Grantor and Grantee are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

- A. Grantor owns certain real property located in Leon County, Florida, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the "Grantor Property").
- B. Grantee desires to obtain an easement on, over, under, and across a portion of the Grantor Property for the purposes more particularly described herein.
- C. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

- I. Grant of Easement. Grantor hereby grants and conveys, without warranty, to Grantee a non-exclusive easement (the "Easement") on, over, under, and across a portion of the Grantor Property (the "Easement Area"), more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by this reference, for the sole purpose of constructing, maintaining, repairing, replacing,

removing, and operating a stormwater drainage and retention facility and related appurtenances (the "**Improvements**"). All costs relating to the construction, installation, maintenance, replacement, removal, operation, and use thereof shall be the sole responsibility of Grantee.

2. Access. Grantee and its contractors, subcontractors, agents, servants, and employees (collectively, "**Grantee's Agents**") will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area from existing roadways (or other such access points designated by Grantor from time to time) at their sole risk and hazard. Grantee and its successors and assigns hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

3. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements, and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property, any improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water, and/or irrigation pipes, lines, and ditches, curbs, gutters, asphalt, surfaces, signs, lighting, buildings, etc.), and the Easement Area caused by Grantee and/or Grantee's Agents, and shall restore the Grantor Property (and any improvements located thereon) and the Easement Area to substantially the condition as existed immediately prior to any entry onto or work performed on the Easement Area by Grantee and Grantee's Agents.

4. Self Help. If Grantee fails to perform the maintenance and restoration obligations described in Section 3 above after Grantor delivers written notice to the Grantee and Grantee fails to cure such failure within one hundred twenty (120) days after receipt of such notice, Grantor may, but shall not be obligated to, perform such obligations at Grantor's sole cost and expense and then submit an invoice to Grantee in the amount of such costs reasonably incurred by Grantor. Grantee shall, within thirty (30) days after receiving the invoice from Grantor (the "**Reimbursement Period**"), reimburse Grantor in the amount set forth in the invoice (which amount shall reflect the actual costs and expenses reasonably incurred by Grantor in performing Grantee's duties set forth in Section 3). If Grantee fails to pay such amount to Grantor prior to the expiration of the Reimbursement Period, Grantor may pursue all remedies available under applicable law for the recovery of such amount, plus interest calculated at the rate of the lesser of (a) ten percent (10%), or (b) the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or the creation of defenses. For purposes of this Section 4, interest shall be calculated as of the day that the Reimbursement Period expires rather than the date of final settlement of the making of a judicial award. The rights of Grantor and the obligations of the Grantee as set forth in this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

6. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express, or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity.

Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

7. Construction of Improvements. Grantee will conduct all construction and maintenance activities in a good and workmanlike manner and in compliance with all laws, rules, and ordinances, both present and future.

8. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, permits, licenses, authorizations, and requirements of and agreements with all governmental authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

9. Insurance. Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverage and policies:

9.1. Liability Insurance Coverage Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas. This shall only be required if work will be performed prior to satisfying Section 15 herein.

9.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and/or applicable law.

9.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4. Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantee's property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

9.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee, under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made

a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement. Grantee shall have the right to satisfy the insurance requirements set forth in this Section through self-insurance, provided Grantee maintains actuarial sound reserves sufficient to satisfy the coverage amounts set forth in this Section.

10. Indemnification by Grantee. To the extent permitted by law, and without waiving any of the protections afforded to the District by Section 768.28, *Florida Statutes*, Grantee hereby agrees to indemnify, save, defend and hold harmless Grantor from and against any and all liability arising out of Grantee's or Grantee's Agents' use of or entry upon the Easement Area and Grantee's breach of any provision of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, (a) Grantee shall not be liable for punitive or consequential damages or damages resulting from diminution in value, and (b) Grantee's indemnity shall not cover any loss, claim, or damage to the Easement Area or to any person directly related (i) to any conditions or environmental issues which existed prior to Grantee's entry onto the Easement Area, except to the extent Grantee negligently exacerbated such existing conditions; or (ii) resulting from Grantor's or its agents', employees' or contractors' acts, failure to act, or negligence. Such indemnity obligation shall survive any expiration or earlier termination of this Agreement for a period of four (4) years.

11. Liens. Grantee shall keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee.

12. Notice. All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express or similar courier service) to the address of the Party detailed in the preamble of this Agreement, provided it is sent prepaid, return receipt requested.

13. Assignment. Grantee may not at any time assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole but reasonable discretion. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the prior written consent of Grantor to GreenPointe Developer, LLC, a Delaware limited liability company ("Approved Assignee"); provided, however, that any such assignment must be memorialized in a writing that subjects the Approved Assignee to all of the duties, responsibilities, liabilities, and obligations of Grantee existing under this Agreement.

14. Run with the Land/Successors. This Agreement, and the Easement granted herein, are perpetual and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns, as applicable.

15. Termination by Grantor. Grantor and Grantee hereby acknowledge and agree that as of the Effective Date of this Agreement, Grantor is a party to that certain Contract for Purchase of Land dated January 17, 2022 (as amended, the "**Purchase Contract**"), wherein Grantor has agreed to sell the Property. In the event that the transaction contemplated in the Purchase Contract for the sale of the Property fails to close on or before December 31, 2024, Grantor shall have the right to terminate this Agreement by delivering written notice to Grantee, and thereafter may file with the clerk of the county where the Property is located any documents or do any other act which shall be necessary to release the Property from the Easement granted herein and remove the same from title and the public records.

16. Attorney Fees. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. Nothing contained herein shall be construed to make the Parties hereto partners or joint venturers, or shall render any of such Parties liable for the debts or obligations of the other Party hereto. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, for the general public, or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. This Agreement and the Easement granted hereby shall be construed in accordance with and governed by the laws of the State of Florida. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. The headings of this Agreement are for reference purposes only and shall not limit or define the meaning of the provisions hereof. If any provision of this Agreement, or the application thereof, to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meaning. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

GRANTOR:

Signed, sealed, and delivered
in the presence of:

POWERHOUSE INC.
a Florida corporation

[Signature]
Name (Print): Gary K. Hunter, Jr.
Address: 119 S. Monroe St, Suite 500
Tallahassee, FL 32301

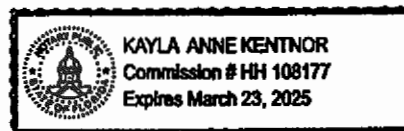
By: [Signature]
Name (Print): CHRISTOPHER F. DEVENPORT
Its: 12/10/24

[Signature]
Name (Print): Randall Rabun
Address: 1708 Folkstone Road
Tallahassee, FL 32312

STATE OF Florida)
: ss
COUNTY OF Leon)

On this 18th day of December, 2024, personally appeared before me Christopher Devenport, the President of POWERHOUSE INC., a Florida corporation, on behalf of said corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

[Signature]
Print Name: Kayla Kentnor
Notary Public, State of FL
Commission #: HH 108177
My Commission Expires: 3-23-25
Notary Public



[Signatures and Acknowledgements Continue]

Signed, sealed, and delivered
in the presence of:

GRANTEE:

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special-purpose government
established pursuant to Chapter 190, Fla. Stat.

Joe Cornelison
Name (Print): Joe Cornelison
Address: 801 Baymeadows Rd E.
Ste 205 Jacksonville, FL 32256

By: Brad Odom
Name (Print): Brad Odom
Its: Chairman

Vosokalo
Name (Print): Victoria Vosokalo
Address: 7507 Baymeadows Rd
E 205 Jacksonville, FL 32256

STATE OF Florida)
COUNTY OF Duval) : ss

On this 18th day of December, 2024, personally appeared before me
Brad Odom, the Chairman of EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter
190, Florida Statutes, who is ☒ personally known to me or ☐ has produced
as identification.

Joe E. Cornelison
Print Name: Joe E. Cornelison
Notary Public, State of Florida
Commission #: HH231063
My Commission Expires: 2/20/2026
Notary Public

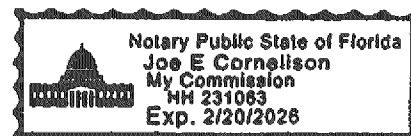


EXHIBIT A

(Description of the Grantor Property)

Certain real property located in Leon County, Florida more particularly described as follows:

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING WITHIN SECTIONS 7, 8, 17, AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED AS PARCEL 3 IN A TECHNICAL AMENDMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5980, PAGE 20 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE S 89°23'08" W, 434.21 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND ALONG SAID WESTERLY BOUNDARY THENCE N 00°40'28" W, 766.34 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE LEAVING THE WESTERLY BOUNDARY OF SAID LANDS, S 64°13'37" W, 216.41 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 38°26'21" W, 286.96 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 80°18'32" W, 118.17 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 33°36'49" W, 145.24 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 47°18'27" W, 173.67 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 42°56'46" W, 235.99 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 58°06'22" W, 265.30 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 39°11'20" W, 528.70 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 47°17'12" E, 228.08 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 16°18'07" E, 258.81 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 50°03'14" E, 424.76 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 35°28'06" E, 210.58 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 02°30'20" E, 664.16 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 58°46'46" W, 246.52 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 01°30'39" E, 226.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°01'09" W, 209.58 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 00°03'00" E, 226.09 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 152.50 FEET, THROUGH A CENTRAL ANGLE OF 29°59'02", FOR AN ARC LENGTH OF 79.81 FEET (CHORD BEARS S 75°07'16" W, 78.90 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°53'13" W, 783.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°06'47" W, 346.76 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°53'13" W, 964.10 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°06'47" W, 99.33 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1037.00 FEET, THROUGH A CENTRAL ANGLE OF 28°14'42", FOR AN ARC LENGTH OF 511.21 FEET (CHORD BEARS S 14°14'08" W, 506.05 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 28°21'29" W, 378.78 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 917.00 FEET, THROUGH A CENTRAL ANGLE OF 20°01'24", FOR AN ARC LENGTH OF 320.47 FEET (CHORD BEARS S 18°20'47" W, 318.84 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 63°58'20" W, 508.25 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 38°49'47" W, 412.97 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 48°10'30" W, 22.07 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE

HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF $62^{\circ}46'40''$, FOR AN ARC LENGTH OF 876.54 FEET (CHORD BEARS N $79^{\circ}22'33''$ W, 833.35 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $69^{\circ}14'07''$ W, 345.38 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $20^{\circ}45'53''$ W, 20.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 352.50 FEET, THROUGH A CENTRAL ANGLE OF $09^{\circ}07'51''$, FOR AN ARC LENGTH OF 56.18 FEET (CHORD BEARS N $25^{\circ}19'49''$ W, 56.12 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $29^{\circ}53'44''$ W, 549.68 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 397.50 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ}46'41''$, FOR AN ARC LENGTH OF 317.59 FEET (CHORD BEARS N $07^{\circ}00'24''$ W, 309.21 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $63^{\circ}06'36''$ W, 145.79 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $33^{\circ}35'05''$ W, 799.53 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $00^{\circ}20'28''$ E, 688.43 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $69^{\circ}09'57''$ E, 365.30 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, FOR AN ARC LENGTH OF 157.08 FEET (CHORD BEARS S $65^{\circ}50'03''$ E, 141.42 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $20^{\circ}50'03''$ E, 131.70 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $69^{\circ}14'07''$ E, 886.09 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 485.00 FEET, THROUGH A CENTRAL ANGLE OF $56^{\circ}33'07''$, FOR AN ARC LENGTH OF 478.70 FEET (CHORD BEARS S $82^{\circ}29'19''$ E, 459.51 FEET) TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 247.50 FEET, THROUGH A CENTRAL ANGLE OF $40^{\circ}46'09''$, FOR AN ARC LENGTH OF 176.11 FEET (CHORD BEARS S $74^{\circ}35'50''$ E, 172.42 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $61^{\circ}30'06''$ E, 273.83 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $60^{\circ}23'08''$ E, 380.32 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $53^{\circ}33'57''$ E, 194.96 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1037.00 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}58'39''$, FOR AN ARC LENGTH OF 90.09 FEET (CHORD BEARS S $18^{\circ}29'00''$ E, 90.06 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $20^{\circ}58'20''$ E, 738.18 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $17^{\circ}00'53''$, FOR AN ARC LENGTH OF 403.87 FEET (CHORD BEARS S $29^{\circ}28'46''$ E, 402.38 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $29^{\circ}23'25''$ W, 962.44 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF $24^{\circ}59'22''$, FOR AN ARC LENGTH OF 143.93 FEET (CHORD BEARS N $89^{\circ}02'33''$ W, 142.79 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $78^{\circ}27'45''$ W, 169.43 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 689.95 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}57'52''$, FOR AN ARC LENGTH OF 192.24 FEET (CHORD BEARS S $86^{\circ}26'40''$ W, 191.62 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $19^{\circ}42'30''$ W, 972.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $70^{\circ}17'30''$ W, 467.88 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $19^{\circ}42'30''$ E, 57.77 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $69^{\circ}53'02''$ W, 623.50 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 5225.79 FEET, THROUGH A CENTRAL ANGLE OF $06^{\circ}26'10''$, FOR AN ARC LENGTH OF 587.02 FEET (CHORD BEARS N $06^{\circ}47'52''$ W, 586.71 FEET) TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON

THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED AS A CITY OF TALLAHASSEE ELECTRIC SUBSTATION IN OFFICIAL RECORDS BOOK 3450, PAGE 588; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, S 64°48'03" W, 179.03 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 80°36'41" W, 170.15 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE SOUTHWEST CORNER OF SAID LANDS; THENCE LEAVING THE BOUNDARY OF SAID SUBSTATION, S 64°22'50" W, 55.45 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°00'00" E, 281.64 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 19°34'37" W, 474.66 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 88°08'07" W, 127.45 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 02°47'39" W, 23.39 FEET TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY S 55°03'27" E, 75.16 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 67°36'18" E, 507.32 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 86°17'41" E, 809.10 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 59°35'32" E, 942.41 FEET TO A FOUND CONCRETE MONUMENT (LB#7245) MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 WITH THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90); THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY BOUNDARY, N 79°23'16" E, 362.86 FEET TO A FOUND CONCRETE MONUMENT (LB#7245) AND A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 06°19'56", FOR AN ARC LENGTH OF 1280.48 FEET (CHORD BEARS N 71°26'17" E, 1279.83 FEET) TO A FOUND CONCRETE MONUMENT (LB#7245); THENCE S 15°23'45" E, 27.00 FEET TO A FOUND CONCRETE MONUMENT (LB#7245); AND A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 11559.19 FEET, THROUGH A CENTRAL ANGLE OF 03°01'05", FOR AN ARC LENGTH OF 608.86 FEET (CHORD BEARS N 76°09'35" E, 608.79 FEET) THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, N 12°15'42" W, 58.56 FEET; THENCE N 50°15'26" W, 162.78 FEET; THENCE S 49°12'25" W, 34.44 FEET TO A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 606.00 FEET, THROUGH A CENTRAL ANGLE OF 21°25'24", FOR AN ARC LENGTH OF 226.59 FEET (CHORD BEARS N 33°47'31" W, 225.27 FEET); THENCE N 47°10'50" E, 95.53 FEET; THENCE N 32°22'09" E, 152.67 FEET; THENCE N 60°25'04" E, 115.01 FEET; THENCE N 08°52'33" W, 127.68 FEET; THENCE N 54°52'49" E, 441.12 FEET; THENCE N 57°31'25" E, 469.77 FEET; THENCE S 34°00'52" E, 445.99 FEET; THENCE S 79°35'29" W, 279.99 FEET; THENCE S 10°19'17" E, 400.00 FEET; THENCE S 79°35'29" W, 239.37 FEET; THENCE S 10°16'56" E, 248.43 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, N 80°08'18" E, 1086.67 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE N 80°05'24" E, 76.04 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, N 01°23'29" W, 424.77 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE N 01°04'27" W, 425.03 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909, N 00°40'28" W, 454.81 FEET TO THE POINT OF BEGINNING; CONTAINING 302.01 ACRES, MORE OR LESS.

EXHIBIT B

(Description and Depiction of the Easement Area)

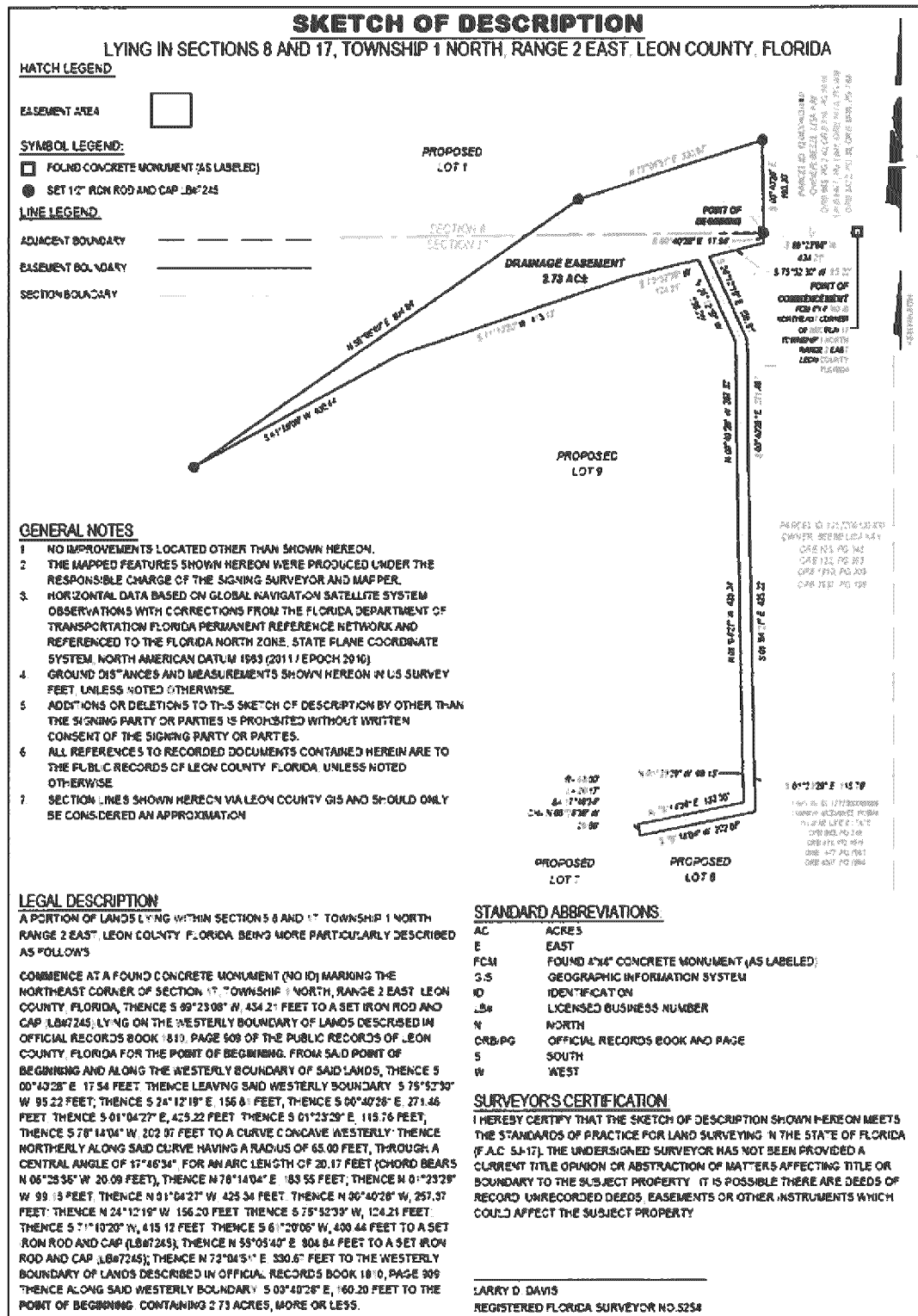


EXHIBIT B (continued)
(Legal Description of the Easement Area)

DRAINAGE EASEMENT

A PORTION OF LANDS LYING WITHIN SECTIONS 8 AND 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE S 89°23'08" W, 434.21 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY BOUNDARY OF SAID LANDS, THENCE S 00°40'28" E, 17.54 FEET; THENCE LEAVING SAID WESTERLY BOUNDARY, S 75°52'30" W, 95.22 FEET; THENCE S 24°12'19" E, 156.81 FEET; THENCE S 00°40'28" E, 271.46 FEET; THENCE S 01°04'27" E, 425.22 FEET; THENCE S 01°23'29" E, 115.76 FEET; THENCE S 78°14'04" W, 202.07 FEET TO A CURVE CONCAVE WESTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 65.00 FEET, THROUGH A CENTRAL ANGLE OF 17°46'34", FOR AN ARC LENGTH OF 20.17 FEET (CHORD BEARS N 06°28'36" W, 20.09 FEET); THENCE N 78°14'04" E, 183.55 FEET; THENCE N 01°23'29" W, 99.15 FEET; THENCE N 01°04'27" W, 425.34 FEET; THENCE N 00°40'28" W, 267.37 FEET; THENCE N 24°12'19" W, 156.20 FEET; THENCE S 75°52'30" W, 124.21 FEET; THENCE S 71°10'20" W, 415.12 FEET; THENCE S 61°20'06" W, 400.44 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE N 55°05'40" E, 804.84 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE N 72°04'51" E, 330.67 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909; THENCE ALONG SAID WESTERLY BOUNDARY, S 00°40'28" E, 160.20 FEET TO THE POINT OF BEGINNING; CONTAINING 2.73 ACRES, MORE OR LESS

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS AI

PREPARED BY, AND RETURN TO

Randall Raban
Holtzman Vogel Baren
Torchinsky & Josefiak, PLLC
119 S. Monroe Street, Suite 500
Tallahassee, Florida 32301

(Space above for Clerk's use only)

STORM DRAIN EASEMENT AGREEMENT

This STORM DRAIN EASEMENT AGREEMENT (this “**Agreement**”) is made and entered into as of this 17 day of December, 2024 (“**Effective Date**”) by and between POWERHOUSE INC., a Florida corporation, whose mailing address is 3000 Welaunee Road, Tallahassee, Florida 32309 (“**Grantor**”), and EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**Grantee**”). Grantor and Grantee are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. Grantor owns certain real property located in Leon County, Florida, more particularly described on Exhibit A, attached hereto and incorporated herein by reference (the “**Grantor Property**”).

B. Grantee desires to obtain an easement on, over, under, and across a portion of the Grantor Property for the purposes more particularly described herein.

C. Grantor is willing to grant the easement to Grantee for such purposes, subject to the terms and conditions set forth herein.

TERMS AND CONDITIONS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the mutual promises and subject to the conditions set forth below, the Parties agree as follows:

1. Grant of Easement. Grantor hereby grants and conveys, without warranty, to Grantee a non-exclusive easement (the “**Easement**”) on, over, under, and across a portion of the Grantor Property (the “**Easement Area**”), more particularly described and depicted on Exhibit B, attached hereto and incorporated herein by this reference, for the sole purpose of constructing, maintaining, repairing, replacing, removing, and operating a stormwater drainage and retention facility and related appurtenances (the “**Improvements**”). All costs relating to the construction, installation, maintenance, replacement, removal, operation, and use thereof shall be the sole responsibility of Grantee.

2. Access. Grantee and its contractors, subcontractors, agents, servants, and employees (collectively, “**Grantee's Agents**”) will have the right to enter upon the Easement Area for the purposes permitted by this Agreement. Grantee and Grantee's Agents will enter upon the Easement Area from existing roadways (or other such access points designated by Grantor from time to time) at their sole risk

and hazard. Grantee and its successors and assigns hereby release Grantor from any claims relating to the condition of the Easement Area and the entry upon the Easement Area by Grantee and Grantee's Agents.

3. Maintenance and Restoration. Grantee, at its sole cost and expense, shall maintain and repair the Improvements, and any and all related improvements installed by Grantee, in good order and condition. Grantee shall promptly repair any damage to the Grantor Property, any improvements located thereon (including, without limitation, any and all landscaping, trees, fences, water, and/or irrigation pipes, lines, and ditches, curbs, gutters, asphalt, surfaces, signs, lighting, buildings, etc.), and the Easement Area caused by Grantee and or Grantee's Agents, and shall restore the Grantor Property (and any improvements located thereon) and the Easement Area to substantially the condition as existed immediately prior to any entry onto or work performed on the Easement Area by Grantee and Grantee's Agents.

4. Self Help. If Grantee fails to perform the maintenance and restoration obligations described in Section 3 above after Grantor delivers written notice to the Grantee and Grantee fails to cure such failure within one hundred twenty (120) days after receipt of such notice, Grantor may, but shall not be obligated to, perform such obligations at Grantor's sole cost and expense and then submit an invoice to Grantee in the amount of such costs reasonably incurred by Grantor. Grantee shall, within thirty (30) days after receiving the invoice from Grantor (the "Reimbursement Period"), reimburse Grantor in the amount set forth in the invoice (which amount shall reflect the actual costs and expenses reasonably incurred by Grantor in performing Grantee's duties set forth in Section 3). If Grantee fails to pay such amount to Grantor prior to the expiration of the Reimbursement Period, Grantor may pursue all remedies available under applicable law for the recovery of such amount, plus interest calculated at the rate of the lesser of (a) ten percent (10%), or (b) the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or the creation of defenses. For purposes of this Section 4, interest shall be calculated as of the day that the Reimbursement Period expires rather than the date of final settlement of the making of a judicial award. The rights of Grantor and the obligations of the Grantee as set forth in this Section 4 shall survive the expiration or earlier termination of this Agreement.

5. Reservation by Grantor. Grantor hereby reserves the right to use the Easement Area for any use not inconsistent with Grantee's permitted use of the Easement Area.

6. Condition of the Easement Area. Grantee accepts the Easement Area and all aspects thereof in their "AS IS," "WHERE IS" condition, without warranties, either express or implied, "WITH ALL FAULTS," including, but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any other easements, rights, or other encumbrances affecting the Easement Area. Grantee hereby waives all warranties, express, or implied, regarding the title, condition, and use of the Easement Area, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. Without limiting the generality of the foregoing, the Easement Area is granted to Grantee subject to: (a) any state of facts which an accurate ALTA/ASCM survey (with Table A items) or physical inspection of the Easement Area might show, (b) all zoning regulations, restrictions, rules and ordinances, building restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction; and (c) reservations, easements, rights-of-way, covenants, conditions, restrictions, encroachments, liens, and encumbrances and all other matters of record or enforceable at law or in equity. Grantee must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others related to its use and improvement of the Easement Area.

7. Construction of Improvements. Grantee will conduct all construction and maintenance activities in a good and workmanlike manner and in compliance with all laws, rules, and ordinances, both present and future.

8. Compliance with Laws. Grantee will comply with all present or future laws, statutes, codes, acts, ordinances, rules, regulations, permits, licenses, authorizations, and requirements of and agreements with all governmental authorities, agencies, officials, and officers, foreseen or unforeseen, ordinary or extraordinary, including, without limitation, any building, zoning, and land use laws.

9. Insurance. Grantee will maintain in force the insurance policies and coverage set forth below. Additionally, Grantee will ensure that prior to entering onto the Easement Area or the Grantor Property, all of Grantee's Agents and other such parties who assist with the construction, maintenance or use of the Easement Area are either covered under the terms of Grantee's insurance policies, or that each obtain similar policies and which, at a minimum, provide Grantor the same protections. Grantee agrees to obtain and maintain the following insurance coverage and policies:

9.1. Liability Insurance Coverage Limits. A commercial general liability insurance policy insuring Grantee's interests against claims for personal injury, bodily injury, death, property damage occurring on, in or about the Easement Area and the ways immediately adjoining the Easement Area, with a "Combined Single Limit" covering personal injury liability, bodily injury liability and property damage liability) of not less than One Million Dollars (\$1,000,000.00). Grantor must be endorsed as an additional insured on such policy on ISO Form CG 20 10 (10/93) or its equivalent. The coverage set forth above shall be primary coverage and shall apply specifically to the Easement Area, the Grantor Property, and adjacent areas. This shall only be required if work will be performed prior to satisfying Section 15 herein.

9.2. Workers' Compensation Insurance. All Workers' Compensation and Employers' Liability Insurance required under applicable Workers' Compensation Acts and or applicable law.

9.3. Automobile Insurance. Automobile Liability Insurance with a minimum limit of not less than One Million Dollars (\$1,000,000.00) Combined Single Limit per accident, and coverage applying to "Any Auto."

9.4. Waiver. Grantee hereby waives and shall cause their respective insurance carriers to waive any and all rights of subrogation, recovery, claims, actions or causes of action against Grantor for any loss or damage with respect to Grantee's property and the Improvements, including rights, claims, actions and causes of action based on negligence, which loss or damage is (or would have been, had the insurance required by this Agreement been carried) covered by insurance.

9.5. Additional Terms. Neither the amount nor the scope of any of the obligations of Grantee, under this Agreement or otherwise, shall be limited to the amount of the insurance Grantee is required to maintain hereunder. Any policies or certificates of insurance required under the provisions of this Section must contain an endorsement or provision that not less than thirty (30) days' prior written notice is given to Grantor prior to cancellation or reduction of coverage or amount of such policy. A certificate issued by the insurance carrier of each policy of insurance required to be maintained by Grantee, stating the limits and other provisions required hereunder and in a form reasonably acceptable to Grantor, shall be delivered to Grantor within ten (10) days of the date set forth above, and thereafter not later than thirty (30) days prior to the expiration of the term of each such policy. Any policies required hereunder may be made a part of a blanket policy of insurance, so long as such blanket policy contains all of the provisions required herein and does not in any way reduce the coverage, impair the rights of Grantor hereunder or negate the requirements of this Agreement. Grantee shall have the right to satisfy the insurance requirements set forth in this Section through self-insurance, provided Grantee maintains actuarial sound reserves sufficient to satisfy the coverage amounts set forth in this Section.

10. Indemnification by Grantee. To the extent permitted by law, and without waiving any of the protections afforded to the District by Section 768.28, *Florida Statutes*, Grantee hereby agrees to

indemnify, save, defend and hold harmless Grantor from and against any and all liability arising out of Grantee's or Grantee's Agents' use of or entry upon the Easement Area and Grantee's breach of any provision of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, (a) Grantee shall not be liable for punitive or consequential damages or damages resulting from diminution in value, and (b) Grantee's indemnity shall not cover any loss, claim, or damage to the Easement Area or to any person directly related (i) to any conditions or environmental issues which existed prior to Grantee's entry onto the Easement Area, except to the extent Grantee negligently exacerbated such existing conditions; or (ii) resulting from Grantor's or its agents', employees' or contractors' acts, failure to act, or negligence. Such indemnity obligation shall survive any expiration or earlier termination of this Agreement for a period of four (4) years.

11. Liens. Grantee shall keep the Easement Area free from any liens arising out of any work performed, materials furnished, or obligations incurred by, through, for or under Grantee.

12. Notice. All notices, demands, statements, and requests required or permitted to be given under this Agreement must be in writing and shall be deemed to have been properly given or served as of the date hereinafter specified: (i) on the date of personal service upon the Party to whom the notice is addressed or if such Party is not available the date such notice is left at the address of the Party to whom it is directed, (ii) on the date the notice is postmarked by the United States Post Office, provided it is sent prepaid, registered or certified mail, return receipt requested, and (iii) on the date the notice is delivered by a courier service (including Federal Express or similar courier service) to the address of the Party detailed in the preamble of this Agreement, provided it is sent prepaid, return receipt requested.

13. Assignment. Grantee may not at any time assign its rights and obligations under this Agreement without the prior written consent of Grantor, which consent may be granted or withheld in Grantor's sole but reasonable discretion. Notwithstanding the foregoing, Grantee may assign this Agreement, in whole or in part, without the prior written consent of Grantor to GreenPointe Developer, LLC, a Delaware limited liability company ("Approved Assignee"); provided, however, that any such assignment must be memorialized in a writing that subjects the Approved Assignee to all of the duties, responsibilities, liabilities, and obligations of Grantee existing under this Agreement.

14. Run with the Land/Successors. This Agreement, and the Easement granted herein, are perpetual and shall run with the land, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the Parties, their successors and assigns, as applicable.

15. Termination by Grantor. Grantor and Grantee hereby acknowledge and agree that as of the Effective Date of this Agreement, Grantor is a party to that certain Contract for Purchase of Land dated January 17, 2022 (as amended, the "**Purchase Contract**"), wherein Grantor has agreed to sell the Property. In the event that the transaction contemplated in the Purchase Contract for the sale of the Property fails to close on or before December 31, 2024, Grantor shall have the right to terminate this Agreement by delivering written notice to Grantee, and thereafter may file with the clerk of the county where the Property is located any documents or do any other act which shall be necessary to release the Property from the Easement granted herein and remove the same from title and the public records.

16. Attorney Fees. In the event any Party brings or commences legal proceedings to enforce any of the terms of this Agreement, the prevailing Party in such action shall have the right to recover reasonable attorneys' fees and costs from the other Party, to be fixed by the court in the same action.

17. Miscellaneous. This Agreement constitutes the entire agreement between the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless in writing and executed by the Parties hereto. Nothing contained herein shall be construed to make the Parties hereto partners or

joint venturers, or shall render any of such Parties liable for the debts or obligations of the other Party hereto. Nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of the Grantor Property to the general public, for the general public, or for any public purpose whatsoever, it being the intention that this Agreement shall be strictly limited to and for the purposes herein expressed. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not specifically benefited by the terms and provisions hereof. This Agreement and the Easement granted hereby shall be construed in accordance with and governed by the laws of the State of Florida. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. The headings of this Agreement are for reference purposes only and shall not limit or define the meaning of the provisions hereof. If any provision of this Agreement, or the application thereof, to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect; provided, however, the invalid provision does not have a materially adverse effect on Grantor. This Agreement is the result of negotiations among the Parties, none of whom has acted under any duress or compulsion, whether legal, economic, or otherwise. Accordingly, the terms and provisions hereof shall be construed in accordance with their usual and customary meaning. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

[Signatures and Acknowledgements Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

Signed, sealed, and delivered
in the presence of:

GRANTOR:

POWERHOUSE INC.
a Florida corporation

[Signature]
Name (Print): Gary Hunter, Jr.
Address: 114 S. Monroe Street, Suite 500
Tallahassee, FL 32301

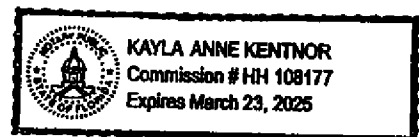
By: [Signature]
Name (Print): CHRISTOPHER F. DAVENPORT
Its: PRESIDENT

[Signature]
Name (Print): Randall Raban
Address: 1768 Folkstone Road
Tallahassee, FL 32312

STATE OF FL)
COUNTY OF LEON) : ss

On this 17th day of December, 2024, personally appeared before me Christopher Davenport the President of POWERHOUSE INC., a Florida corporation, on behalf of said corporation, who is ☒ personally known to me or ☐ has produced _____ as identification.

[Signature]
Print Name: Kayla Kentnor
Notary Public, State of FL
Commission #: HH 108177
My Commission Expires: 3-23-25
Notary Public



[Signatures and Acknowledgements Continue]

Signed, sealed, and delivered
in the presence of:

GRANTEE:

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT,**
a local unit of special-purpose government
established pursuant to Chapter 190, Fla. Stat.

Joe Cornelison
Name (Print): Joe Cornelison
Address: 7807 Baymeadows Rd. E.
Ste. 205 Jacksonville, FL 32256

By: Brad Odom
Name (Print): Brad Odom
Its: chairman

Nicholas McKenna
Name (Print): NICHOLAS MCKENNA
Address: 7807 BAYMEADOWS RD. E
STE. 205 JACKSONVILLE, FL 32256

STATE OF Florida)
COUNTY OF Duval) : ss

On this 17th day of December, 2024, personally appeared before me
Brad Odom, the Chairman of EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter
190, Florida Statutes, who is ☒ personally known to me or ☐ has produced
as identification.

Joe E. Cornelison
Print Name: Joe E. Cornelison
Notary Public, State of Florida
Commission #: HH 231063
My Commission Expires: 2/20/2026
Notary Public

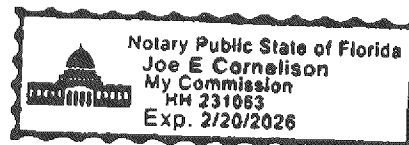


EXHIBIT A

(Description of the Grantor Property)

Certain real property located in Leon County, Florida more particularly described as follows:

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING WITHIN SECTIONS 7, 8, 17, AND 18, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING A PORTION OF LANDS DESCRIBED AS PARCEL 3 IN A TECHNICAL AMENDMENT AS RECORDED IN OFFICIAL RECORDS BOOK 5980, PAGE 20 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE S 89°23'08" W, 434.21 FEET TO THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA FOR THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING AND ALONG SAID WESTERLY BOUNDARY THENCE N 00°40'28" W, 766.34 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE LEAVING THE WESTERLY BOUNDARY OF SAID LANDS, S 64°13'37" W, 216.41 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 38°26'21" W, 286.96 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 80°18'32" W, 118.17 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 33°36'49" W, 145.24 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 47°18'27" W, 173.67 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 42°56'46" W, 235.99 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 58°06'22" W, 265.30 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 39°11'20" W, 528.70 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 47°17'12" E, 228.08 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 16°18'07" E, 258.81 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 50°03'14" E, 424.76 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 35°28'06" E, 210.58 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 02°30'20" E, 664.16 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 58°46'46" W, 246.52 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 01°30'39" E, 226.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°01'09" W, 209.58 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 00°03'00" E, 226.09 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 152.50 FEET, THROUGH A CENTRAL ANGLE OF 29°59'02", FOR AN ARC LENGTH OF 79.81 FEET (CHORD BEARS S 75°07'16" W, 78.90 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°53'13" W, 783.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°06'47" W, 346.76 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 89°53'13" W, 964.10 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°06'47" W, 99.33 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE WESTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1037.00 FEET, THROUGH A CENTRAL ANGLE OF 28°14'42", FOR AN ARC LENGTH OF 511.21 FEET (CHORD BEARS S 14°14'08" W, 506.05 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 28°21'29" W, 378.78 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 917.00 FEET, THROUGH A CENTRAL ANGLE OF 20°01'24", FOR AN ARC LENGTH OF 320.47 FEET (CHORD BEARS S 18°20'47" W, 318.84 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 63°58'20" W, 508.25 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 38°49'47" W, 412.97 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 48°10'30" W, 22.07 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE

HAVING A RADIUS OF 800.00 FEET, THROUGH A CENTRAL ANGLE OF $62^{\circ}46'40''$, FOR AN ARC LENGTH OF 876.54 FEET (CHORD BEARS N $79^{\circ}22'33''$ W, 833.35 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $69^{\circ}14'07''$ W, 345.38 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $20^{\circ}45'53''$ W, 20.54 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 352.50 FEET, THROUGH A CENTRAL ANGLE OF $09^{\circ}07'51''$, FOR AN ARC LENGTH OF 56.18 FEET (CHORD BEARS N $25^{\circ}19'49''$ W, 56.12 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $29^{\circ}53'44''$ W, 549.68 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 397.50 FEET, THROUGH A CENTRAL ANGLE OF $45^{\circ}46'41''$, FOR AN ARC LENGTH OF 317.59 FEET (CHORD BEARS N $07^{\circ}00'24''$ W, 309.21 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $63^{\circ}06'36''$ W, 145.79 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $33^{\circ}35'05''$ W, 799.53 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $00^{\circ}20'28''$ E, 688.43 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $69^{\circ}09'57''$ E, 365.30 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF $90^{\circ}00'00''$, FOR AN ARC LENGTH OF 157.08 FEET (CHORD BEARS S $65^{\circ}50'03''$ E, 141.42 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $20^{\circ}50'03''$ E, 131.70 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $69^{\circ}14'07''$ E, 886.09 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 485.00 FEET, THROUGH A CENTRAL ANGLE OF $56^{\circ}33'07''$, FOR AN ARC LENGTH OF 478.70 FEET (CHORD BEARS S $82^{\circ}29'19''$ E, 459.51 FEET) TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 247.50 FEET, THROUGH A CENTRAL ANGLE OF $40^{\circ}46'09''$, FOR AN ARC LENGTH OF 176.11 FEET (CHORD BEARS S $74^{\circ}35'50''$ E, 172.42 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $61^{\circ}30'06''$ E, 273.83 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $60^{\circ}23'08''$ E, 380.32 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $53^{\circ}33'57''$ E, 194.96 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE SOUTHERLY ALONG SAID CURVE HAVING A RADIUS OF 1037.00 FEET, THROUGH A CENTRAL ANGLE OF $04^{\circ}58'39''$, FOR AN ARC LENGTH OF 90.09 FEET (CHORD BEARS S $18^{\circ}29'00''$ E, 90.06 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $20^{\circ}58'20''$ E, 738.18 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1360.00 FEET, THROUGH A CENTRAL ANGLE OF $17^{\circ}00'53''$, FOR AN ARC LENGTH OF 403.87 FEET (CHORD BEARS S $29^{\circ}28'46''$ E, 402.38 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $29^{\circ}23'25''$ W, 962.44 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE SOUTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF $24^{\circ}59'22''$, FOR AN ARC LENGTH OF 143.93 FEET (CHORD BEARS N $89^{\circ}02'33''$ W, 142.79 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $78^{\circ}27'45''$ W, 169.43 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE NORTHERLY; THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 689.95 FEET, THROUGH A CENTRAL ANGLE OF $15^{\circ}57'52''$, FOR AN ARC LENGTH OF 192.24 FEET (CHORD BEARS S $86^{\circ}26'40''$ W, 191.62 FEET) TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N $19^{\circ}42'30''$ W, 972.36 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $70^{\circ}17'30''$ W, 467.88 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $19^{\circ}42'30''$ E, 57.77 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S $69^{\circ}53'02''$ W, 623.50 FEET TO A FOUND IRON ROD AND CAP (LB#7245) AND A CURVE CONCAVE EASTERLY; THENCE NORTHERLY ALONG SAID CURVE HAVING A RADIUS OF 5225.79 FEET, THROUGH A CENTRAL ANGLE OF $06^{\circ}26'10''$, FOR AN ARC LENGTH OF 587.02 FEET (CHORD BEARS N $06^{\circ}47'52''$ W, 586.71 FEET) TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON

THE SOUTHERLY BOUNDARY OF LANDS DESCRIBED AS A CITY OF TALLAHASSEE ELECTRIC SUBSTATION IN OFFICIAL RECORDS BOOK 3450, PAGE 588; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LANDS, S 64°48'03" W, 179.03 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 80°36'41" W, 170.15 FEET TO A FOUND IRON ROD AND CAP (LB#7245) MARKING THE SOUTHWEST CORNER OF SAID LANDS; THENCE LEAVING THE BOUNDARY OF SAID SUBSTATION, S 64°22'50" W, 55.45 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 00°00'00" E, 281.64 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 19°34'37" W, 474.66 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE N 88°08'07" W, 127.45 FEET TO A FOUND IRON ROD AND CAP (LB#7245); THENCE S 02°47'39" W, 23.39 FEET TO A FOUND IRON ROD AND CAP (LB#7245) LYING ON THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 (STATE ROAD #8); THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY S 55°03'27" E, 75.16 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 67°36'18" E, 507.32 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 86°17'41" E, 809.10 FEET TO A FOUND IRON ROD AND CAP (FLORIDA DEPARTMENT OF TRANSPORTATION); THENCE S 59°35'32" E, 942.41 FEET TO A FOUND CONCRETE MONUMENT (LB#7245) MARKING THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY BOUNDARY OF US INTERSTATE #10 WITH THE NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90); THENCE ALONG SAID NORTHWESTERLY RIGHT-OF-WAY BOUNDARY, N 79°23'16" E, 362.86 FEET TO A FOUND CONCRETE MONUMENT (LB#7245) AND A CURVE CONCAVE SOUTHEASTERLY; THENCE NORTHEASTERLY ALONG SAID CURVE HAVING A RADIUS OF 11586.19 FEET, THROUGH A CENTRAL ANGLE OF 06°19'56", FOR AN ARC LENGTH OF 1280.48 FEET (CHORD BEARS N 71°26'17" E, 1279.83 FEET) TO A FOUND CONCRETE MONUMENT (LB#7245); THENCE S 15°23'45" E, 27.00 FEET TO A FOUND CONCRETE MONUMENT (LB#7245); AND A CURVE CONCAVE SOUTHERLY; THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 11559.19 FEET, THROUGH A CENTRAL ANGLE OF 03°01'05", FOR AN ARC LENGTH OF 608.86 FEET (CHORD BEARS N 76°09'35" E, 608.79 FEET) THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, N 12°15'42" W, 58.56 FEET; THENCE N 50°15'26" W, 162.78 FEET; THENCE S 49°12'25" W, 34.44 FEET TO A CURVE CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF 606.00 FEET, THROUGH A CENTRAL ANGLE OF 21°25'24", FOR AN ARC LENGTH OF 226.59 FEET (CHORD BEARS N 33°47'31" W, 225.27 FEET); THENCE N 47°10'50" E, 95.53 FEET; THENCE N 32°22'09" E, 152.67 FEET; THENCE N 60°25'04" E, 115.01 FEET; THENCE N 08°52'33" W, 127.68 FEET; THENCE N 54°52'49" E, 441.12 FEET; THENCE N 57°31'25" E, 469.77 FEET; THENCE S 34°00'52" E, 445.99 FEET; THENCE S 79°35'29" W, 279.99 FEET; THENCE S 10°19'17" E, 400.00 FEET; THENCE S 79°35'29" W, 239.37 FEET; THENCE S 10°16'56" E, 248.43 FEET TO THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE; THENCE ALONG SAID RIGHT-OF-WAY BOUNDARY, N 80°08'18" E, 1086.67 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE N 80°05'24" E, 76.04 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, N 01°23'29" W, 424.77 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE N 01°04'27" W, 425.03 FEET TO A FOUND IRON ROD AND CAP (CITY OF TALLAHASSEE); THENCE ALONG THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909, N 00°40'28" W, 454.81 FEET TO THE POINT OF BEGINNING; CONTAINING 302.01 ACRES, MORE OR LESS.

EXHIBIT B

(Description and Depiction of the Easement Area)

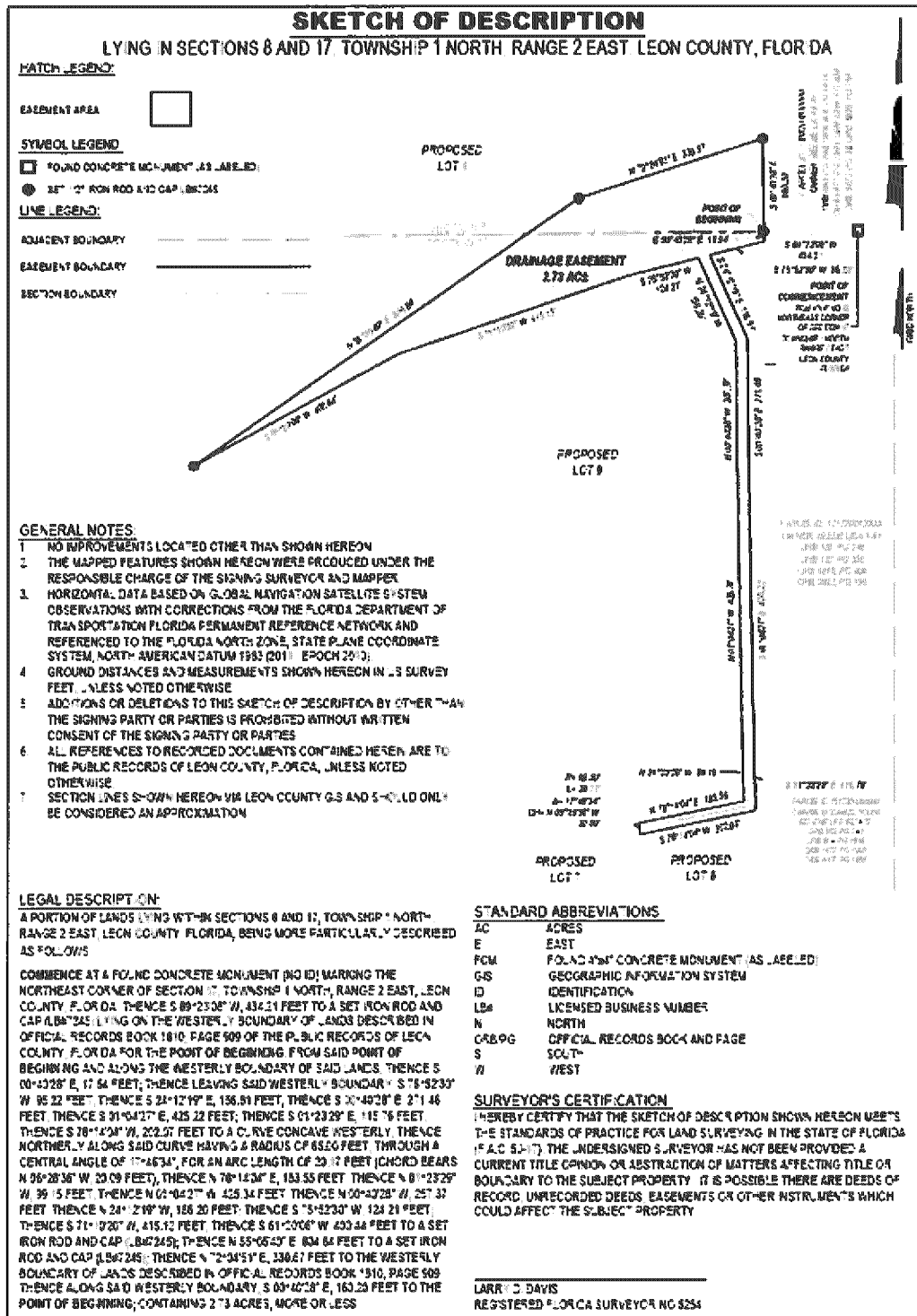


EXHIBIT B (continued)
(Legal Description of the Easement Area)

LEGAL DESCRIPTION:

A PORTION OF LANDS LYING WITHIN SECTION 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT (NO ID) MARKING THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 2 EAST, LEON COUNTY, FLORIDA, THENCE S 89°23'08" W, 434.21 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1810, PAGE 909 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY BOUNDARY, N 00°40'28" W, 160.20 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE LEAVING SAID WESTERLY BOUNDARY, S 72°04'51" W, 330.67 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 55°05'40" W, 794.84 FEET FOR THE **POINT OF BEGINNING**. FROM SAID **POINT OF BEGINNING** CONTINUE S 55°05'40" W, 10.00 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 57°31'25" W, 469.77 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 54°52'49" W, 396.58 FEET, THENCE S 10°47'50" E, 130.53 FEET, THENCE S 60°21'52" W, 162.46 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 32°22'09" W, 152.67 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 47°10'50" W, 247.08 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 65°33'47" W, 209.54 FEET TO A SET IRON ROD AND CAP (LB#7245); THENCE S 10°43'23" E, 272.85 FEET TO A SET IRON ROD AND CAP (LB#7245) LYING ON THE NORTHERLY RIGHT-OF-WAY BOUNDARY OF MAHAN DRIVE (US HIGHWAY #90) AND A CURVE CONCAVE SOUTHERLY, THENCE EASTERLY ALONG SAID CURVE HAVING A RADIUS OF 1:559.19 FEET, THROUGH A CENTRAL ANGLE OF 00°05'58", FOR AN ARC LENGTH OF 20.06 FEET (CHORD BEARS N 74°57'45" E, 20.06 FEET); THENCE LEAVING SAID RIGHT-OF-WAY BOUNDARY, N 10°43'23" W, 255.64 FEET, THENCE N 65°33'47" E, 197.07 FEET, THENCE N 47°10'50" E, 252.92 FEET; THENCE N 32°22'09" E, 150.29 FEET, THENCE N 60°21'52" E, 171.78 FEET, THENCE N 10°47'50" W, 131.93 FEET, THENCE N 54°52'49" E, 383.21 FEET, THENCE N 57°31'27" E, 459.84 FEET, THENCE S 34°00'52" E, 498.24 FEET, THENCE S 10°08'13" E, 265.06 FEET, THENCE N 61°05'09" E, 21.12 FEET, THENCE N 10°08'13" W, 262.49 FEET, THENCE N 34°00'52" W, 522.37 FEET TO THE **POINT OF BEGINNING**, CONTAINING 1.29 ACRES, MORE OR LESS

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS B

**TEMPORARY CONSTRUCTION AND
ACCESS LICENSE AGREEMENT
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT
(PHASE 1 PROJECT IMPROVEMENTS)**

THIS TEMPORARY CONSTRUCTION AND ACCESS LICENSE AGREEMENT (“**Agreement**”) is made and entered as of this ____ day of _____ 2024, by and between **POWERHOUSE INC.**, a Florida corporation, whose mailing address is 3000 Welaunee Road, Tallahassee, Florida 32309 (“**Licensor**”), and **EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”), and **TALIS TRAILS DEVELOPERS, LLC**, a Delaware limited liability company, whose mailing address is 7807 Baymeadows Road East, Suite 205, Jacksonville, Florida 32256 (“**Talis Trails**” and together with the District, “**Licensees**”). (Licensor and Licensees are sometimes together referred to herein as the “**Parties**”, and separately as the “**Party**”).

WITNESSETH:

WHEREAS, Licensor is the owner in fee simple of real property located in Leon County, Florida, commonly known as Parcel ID Nos. 1208206030000 and 1208206010000, as more particularly depicted on the map in **Exhibit “A”** attached hereto, and by this reference incorporated herein (the “**Licensor Property**”);

WHEREAS, Licensor and Talis Trails (as successor-in-interest to GreenPointe Developers, LLC) are parties to that certain Contract for Purchase of Land dated January 17, 2022 (as amended, the “**Purchase Contract**”), wherein Licensor has agreed to sell to Talis Trails, and Talis Trails has agreed to purchase from Licensor, the Licensor Property in a series of three (3) phases, as more fully set forth in the Purchase Contract;

WHEREAS, Licensees desire to complete the design, installation and construction of infrastructure improvements, including stormwater management, utilities, onsite roadway improvements, offsite utilities, and other such improvements as authorized by law (collectively, the “**Improvements**”) upon the first (1st) phase of real property that will be purchased from Licensor by Talis Trails pursuant to the Purchase Contract (the “**Phase 1 Property**”), which Phase 1 Property is more particularly depicted on the map in **Exhibit “A”**; and

WHEREAS, Licensees desire to obtain from Licensor, and Licensor is willing to issue to Licensees, subject to the terms and conditions set forth in this Agreement, a temporary, non-exclusive construction and access license on, over, under, across, and through a portion of the Licensor Property, more particularly depicted on the map in **Exhibit “A”** (the “**License Area**”) for the purposes set forth in this Agreement.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Licensees to the Licensor, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

RECITALS. The foregoing recitals are true and correct and are incorporated herein by this reference.

1. TEMPORARY LICENSE. Licensors does hereby issue to the Licensees and their respective agents, employees, consultants, contractors, and subcontractors (collectively, the “**Licensees’ Agents**”) a temporary, non-exclusive license on, over, under, across and through the License Area for the sole purpose of (i) providing access to and from the Phase 1 Property, and (ii) clearing, staging equipment, and stockpiling grade/compact dirt incidental to Licensees’ design, installation, and construction of the Improvements within the Phase 1 Property (collectively, the “**License**”). Licensee shall enter upon the License Area at its sole risk and hazard, and Licensee (and its successors and assigns) hereby release Licensors from any and all claims relating to the condition of the License Area and the entry upon or work performed within the License Area by Licensee and Licensees’ Agents.

2. TERM OF LICENSE. Upon the earlier of (i) the completion of all Improvements and the acceptance of such by the District’s Board of Supervisors, or (ii) the District or TalisTrails acquires the License Area, or (iii) July 1, 2026, this Agreement shall automatically terminate and be extinguished and all rights granted to Licensees by this Agreement shall immediately terminate without further action of the Licensors or Licensee being required, except for those provisions which do expressly survive termination of the Agreement. Should the District or TalisTrails, as applicable, acquire the License Area from Licensors prior to the occurrence of events (i) or (iii) enumerated herein, this Agreement shall automatically terminate and be extinguished and all rights in the Easement granted by this Agreement shall immediately vest in the Party which acquired the License Area, its successors, transferees and assigns, without further action of the Licensors or Licensees being required.

3. CONDITION OF LICENSE AREA. Licensees accept the License Area and all aspects thereof in its “AS IS,” “WHERE IS” condition, without warranties, either express or implied, “WITH ALL FAULTS,” including but not limited to, both latent and patent defects, the existence of hazardous materials, if any, and any easements, rights, or other encumbrances affecting the License Area. Licensees hereby waive all warranties, express or implied, regarding the title, condition and use of the License Area including, but not limited to any warranty of merchantability or fitness for a particular purpose. Licensees must obtain any and all consents, approvals, permissions, and agreements to cross, encumber, or encroach upon any other easements or rights of others, if any, related to Licensees’ use of the License Area. However, such waiver of the rights contained herein are only applicable for purposes of use of the License Area and shall not serve to waive any rights the Party acquiring the License Area may have in defending title, environmental investigations, or other real estate closing conditions whatsoever.

4. INSURANCE AND INDEMNITY. Licensees and Licensees’ Agents shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance maintained by any contractors or subcontractors performing work for Licensees on the License Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming the Licensees and Licensors as insured, as their interests may appear, in a combined-single limit of not

less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by Licensor. To the extent permitted by law and without waiving any of the protections afforded by Section 768.28, *Florida Statutes*, Licensees hereby agree to indemnify and hold harmless Licensor from and against any and all liability arising out of Licensees' or Licensees' Agents' use of or entry upon the License Area and Licensees' breach of any provision of this Agreement. Notwithstanding the foregoing or anything herein to the contrary, (a) Licensees shall not be liable for punitive or consequential damages or damages resulting from diminution in value, and (b) Licensees' indemnity shall not cover any loss, claim, or damage to the License Area or to any person directly related (i) to any conditions or environmental issues which existed prior to Licensees' entry onto the License Area, except to the extent Licensees negligently exacerbate such existing conditions, or (ii) resulting from Licensor's or its agents', employees' or contractors' acts, failure to act, or negligence. Such indemnity obligation shall survive any expiration or earlier termination of this Agreement for a period of 4 years.

5. REPAIR AND MAINTENANCE. Each Licensee, as may be applicable, at its sole cost and expense, shall maintain and repair the License Area in good order during the term of this Agreement. Each Licensee, as applicable, shall promptly repair any damage to the Licensor Property and improvements located outside of the License Area (including, without limitation, any and all landscaping, trees, water and/or irrigation pipes, lines and ditches, curbs, gutters, asphalt surfaces, fences, signs, lighting, buildings, etc.) caused by Licensees or Licensees' Agents, and shall restore the Licensor Property and any such improvements thereon to substantially the condition as existed prior to the Effective Date. Licensor hereby grants Licensees and Licensees' Agents a temporary, non-exclusive license to access and enter upon that portion of the Licensor Property located outside of the License Area for the purposes of the preceding sentence. Upon the expiration or earlier termination of this Agreement, Licensees shall perform the following: (i) remove all equipment, vehicles, construction materials, and personal property that Licensees or Licensees' Agents caused to be placed upon the License Area; and (ii) leave the License Area free of debris and hazards, and subject to neither environmental hazards (other than those existing prior to the Effective Date) nor liens arising directly and solely from Licensees' presence upon or use of the License Area. The maintenance and restoration obligations of Licensee as set forth in this Section 5 shall survive the expiration or earlier termination of this Agreement; provided, however, that if the Agreement terminates due to TalisTrails or the District acquiring the License Area from Licensor, the obligations of Licensees within the License Area shall be extinguished with respect to the portion of the License Area so acquired.

6. DIRT, SAND, AND OTHER FILL MATERIAL. Upon the expiration or earlier termination of this Agreement, any dirt, sand, or fill material which has been stockpiled (but not graded/compacted) within the License Area shall become the property of Licensor unless it is removed by Licensees within one hundred twenty (120) days after such termination or expiration. Notwithstanding the foregoing, all dirt, sand or fill material which has been graded and compacted within the License Area during the term of this Agreement, if any, shall remain in the License Area and shall become the property of Licensor. The provisions of this Section 6 shall be null and void in the event that termination of this Agreement is due to the District or TalisTrails acquiring the License Area from Licensor.

7. **SELF-HELP.** If Licensees fail to perform the maintenance and restoration obligations described in Section 5 above after Licensors deliver written notice to Licensees and Licensees fail to cure such failure within one hundred twenty (120) days after receipt of such notice, Licensors may, but shall not be obligated to, perform such obligations at Licensors' sole cost and expense and then submit an invoice to Licensees in the amount of such costs reasonably incurred by Licensors. Licensees shall, within thirty (30) days after receiving the invoice from Licensors (the "**Reimbursement Period**"), reimburse Licensors in the amount set forth in the invoice (which amount shall reflect the actual costs and expenses reasonably incurred by Licensors in performing Licensees' duties set forth in Section 5). If Licensees fail to pay such amount to Licensors prior to the expiration of the Reimbursement Period, Licensors may pursue all remedies available under applicable law for the recovery of such amount, plus interest calculated at the rate of the lesser of (a) ten percent (10%), or (b) the highest rate of interest which may be charged under applicable law without the creation of liability for penalties or the creation of defenses. For purposes of this Section 7, interest shall be calculated as of the day that the Reimbursement Period expires rather than the date of final settlement of the making of a judicial award. The rights of Licensors and obligations of the Licensees as set forth in this Section 7 shall survive the expiration or earlier termination of this Agreement.

8. **ADDITIONAL OBLIGATIONS OF LICENSEES.** Licensees acknowledge and agree that any rights granted hereunder shall be exercised by the Licensees and Licensees' Agents only in accordance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. The Licensees covenant and agree that it shall not discharge into or within the License Area or the Licensors Property, any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulations or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

9. **NO BENEFICIARIES OF LICENSE RIGHTS.** The License set forth in this Agreement shall be for the sole benefit and use of the Licensees, their successors and assigns, and Licensees' Agents. Nothing contained herein shall be deemed to be a gift or dedication of any portion of the Licensors Property to the general public in perpetuity, it being the intention that this Agreement shall be strictly limited to and for the purposes expressed herein. This Agreement is not intended to create, nor shall it be in any way interpreted to create, any third-party beneficiary rights in any person not a Party to this Agreement, other than to Licensees' Agents for the purposes expressly set forth herein. Licensors shall have the right to perform any act, or do any thing, from time to time that Licensors may deem necessary or desirable to assure that no public gift dedication (or deemed gift dedication) occurs.

10. **ASSIGNMENT AND BINDING EFFECT.** Licensees may not at any time during this Agreement assign their respective rights and obligations under this Agreement without the prior written consent of Licensors, which consent may be granted, conditioned, withheld, or delayed in Licensors' sole but reasonable discretion. This Agreement shall be binding upon and inure to the benefit of the Parties hereto, as well as their respective successors and assigns.

11. **AMENDMENTS AND WAIVERS.** This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement

in writing duly executed by the Parties, except as provided in Section 2 of this Agreement. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

12. NOTICES. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) three (3) days after depositing with the United States Postal Service, postage prepaid, (ii) one (1) day after depositing with a nationally recognized overnight courier service, or (iii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

13. USE OF LICENSE AREA. It is acknowledged and agreed that the License granted under this Agreement is not an exclusive license and that Licensor shall have the right to use and enjoy the License Area in any manner not inconsistent with the license rights created herein.

14. LIENS. Licensees shall not permit (and shall promptly satisfy or bond) any construction, mechanic's lien or encumbrance against the License Area in connection with the exercise of rights hereunder.

15. RECORDING. Neither this Agreement, nor a memorandum thereof, shall be recorded by either Party.

16. EFFECTIVE DATE. The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

17. MISCELLANEOUS. This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Leon County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising therefrom, the predominantly prevailing party shall be entitled to recover its reasonable attorneys'

fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said Parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall be binding upon and inure to the benefit of Licensor and Licensees and their respective successors and assigns.

18. PUBLIC RECORDS. Licensor acknowledges that this Agreement and any and all documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.

IF LICENSOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO LICENSOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 571-0010, GILLYARDD@WHHASSOCIATES.COM, OR 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

[Signatures contained on following pages]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“LICENSOR”

Signed, sealed and delivered
in the presence of:

POWERHOUSE INC., a Florida
corporation

Print Name: _____
Address: _____

By: _____
Its: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____, 2024, by _____, as _____
of Powerhouse Inc., on behalf of the corporation.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

“DISTRICT”

**EAST RIDGE COMMUNITY
DEVELOPMENT DISTRICT**, a local unit
of special-purpose government established
pursuant to Chapter 190, *Florida Statutes*

Signed, sealed and delivered
in the presence of:

Print Name: _____
Address: _____

Brad Odom, Chairperson,
Board of Supervisors

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____ 2024, by Brad Odom, as Chairperson of the Board of
Supervisors of the East Ridge Community Development District.

[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

“TALISTRAILS”

TALISTRAILS DEVELOPERS, LLC, a
Delaware limited liability company

Signed, sealed and delivered
in the presence of:

Print Name: _____
Address: _____

By: _____
Its: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me ☐ physical presence or ☐ online
notarization this ____ day of _____ 2024, by _____, as _____ of
TALISTRAILS DEVELOPERS, LLC, on behalf of the company.

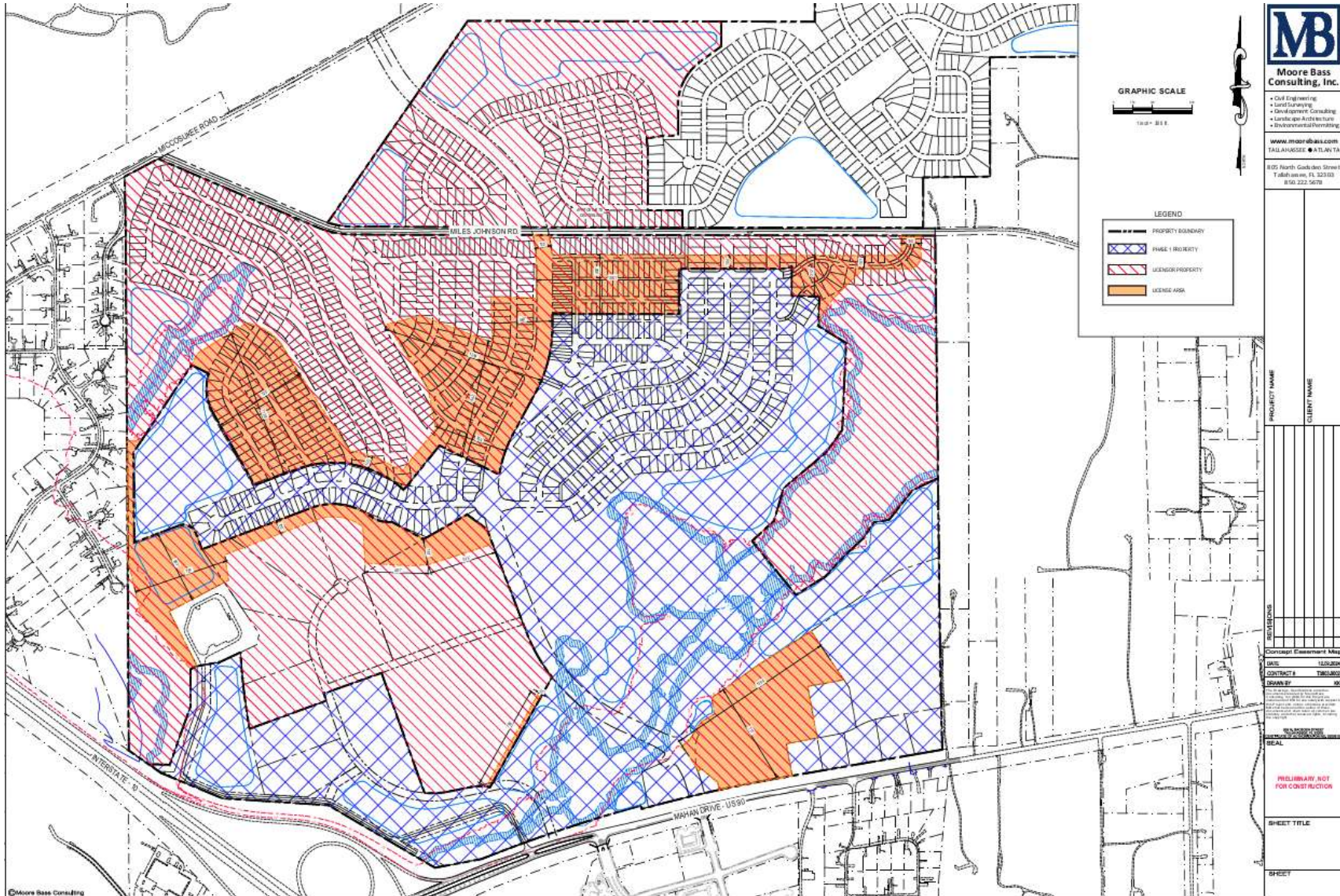
[notary seal]

(Official Notary Signature)
Name: _____
Personally Known _____
OR Produced Identification _____
Type of Identification _____

[Continue onto next page]

Exhibit A

(Depiction of the Licensors Property, Phase I Property, and License Area)



EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2025**

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2025**

	General Fund	Debt Service Fund	Capital Project Fund	Total Governmental Funds
ASSETS				
Cash	\$ 17,944	\$ -	\$ -	\$ 17,944
Undeposited funds	24,041	-	-	24,041
Due from Landowner	5,497	66	8,069	13,632
Due from general fund	-	14,466	-	14,466
Total assets	<u>\$ 47,482</u>	<u>\$ 14,532</u>	<u>\$8,069</u>	<u>\$ 70,083</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 14,929	\$ 14,532	\$8,069	\$ 37,530
Landowner advance	6,000	-	-	6,000
Developer Advance-legal Adver	2,415	-	-	2,415
Due to Landowner	-	54,696	8,144	62,840
Due to debt service fund	14,466	-	-	14,466
Total liabilities	<u>37,810</u>	<u>69,228</u>	<u>16,213</u>	<u>123,251</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>5,497</u>	<u>-</u>	<u>-</u>	<u>5,497</u>
Total deferred inflows of resources	<u>5,497</u>	<u>-</u>	<u>-</u>	<u>5,497</u>
Fund balances:				
Restricted for:				
Debt service	-	(54,696)	-	(54,696)
Unassigned	<u>4,175</u>	<u>-</u>	<u>(8,144)</u>	<u>(3,969)</u>
Total fund balances	<u>4,175</u>	<u>(54,696)</u>	<u>(8,144)</u>	<u>(58,665)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 47,482</u>	<u>\$ 14,532</u>	<u>\$8,069</u>	<u>\$ 70,083</u>

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 9,575	\$ 39,084	\$ 107,449	36%
Total revenues	<u>9,575</u>	<u>39,084</u>	<u>107,449</u>	36%
EXPENDITURES				
Professional & administrative				
Supervisors	-	-	6,459	0%
Management/accounting/recording*	2,000	20,000	48,000	42%
Legal	142	6,683	25,000	27%
Engineering	-	-	5,000	0%
Audit**	3,250	3,250	5,000	65%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	-	-	2,000	0%
Trustee	-	-	5,500	0%
Telephone	17	167	200	84%
Postage	10	91	500	18%
Printing & binding	41	417	200	209%
Legal advertising	-	-	2,000	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	37	181	500	36%
Website maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,497</u>	<u>36,669</u>	<u>107,449</u>	34%
Excess/(deficiency) of revenues over/(under) expenditures	4,078	2,415	-	
Fund balances - beginning	97	1,760	-	
Fund balances - ending	<u>\$ 4,175</u>	<u>\$ 4,175</u>	<u>\$ -</u>	

* WHA will charge a reduced management fee \$2,000/month until bonds are issued

**These items will be realized when bonds are issued

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>15,607</u>
Total debt service	<u>-</u>	<u>15,607</u>
Net change in fund balances	-	(15,607)
Fund balances - beginning	(54,696)	(39,089)
Fund balances - ending	<u><u>\$ (54,696)</u></u>	<u><u>\$ (54,696)</u></u>

**EAST RIDGE
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JULY 31, 2025**

	Current Month	Year to Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
EXPENDITURES		
Capital outlay	-	8,144
Total expenditures	<u>-</u>	<u>8,144</u>
OTHER FINANCING SOURCES/(USES)		
Net change in fund balances	-	(8,144)
Beginning fund balance	(8,144)	-
Ending fund balance	<u>\$ (8,144)</u>	<u>\$ (8,144)</u>

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the East Ridge Community Development District held a Regular Meeting on April 7, 2025 at 10:00 a.m., at Kilinski | Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301.

Present:

Brad Odom (via telephone)	Chair
Garrison Burr (via telephone)	Vice Chair
Peter Mettler Jr.	Assistant Secretary
James Davenport	Assistant Secretary
Jay Revell	Assistant Secretary

Also present:

Cindy Cerbone	District Manager
Chris Conti	Wrathell, Hunt and Associates LLC
Jennifer Kilinski	District Counsel
Mary Grace Henley (via telephone)	Kilinski I Van Wyk PLLC
Richard Darabi (via telephone)	District Engineer
Tim Bramwell (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 10:05 a.m. Supervisors Revell, Davenport and Mettler were present. Supervisors Odom and Burr attended via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Presentation of First Supplemental
Engineer's Report**

Ms. Kilinski stated this meeting is related to the Bond Delegation. She recalled that the Board previously adopted an Engineer's Report setting forth the Capital Improvement Plan (CIP) that included all the improvements anticipated for the entirety of the CDD through the life of the project. This First Supplemental Engineer's Report supplements the original Engineer's

Report. She recommended approval in substantial form for all bond-related items on the agenda.

Mr. Darabi stated the First Supplemental Engineer's Report describes the lot mixes and costs related to Assessment Area One (AA1) Project, which is the first phase of the residential project that is undergoing construction. He reviewed the pertinent information, including the product types, permit status, project cost estimates and infrastructure allocation. He concluded that the AA1 Project will be designed in accordance with current governmental regulations and requirements and will serve its intended function so long as the construction is in substantial compliance with the design. The total estimated cost of the AA1 Project is \$25,870,000.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the First Supplemental Engineer's Report, in substantial form, was approved.

FOURTH ORDER OF BUSINESS

Presentation of First Supplemental Special Assessment Methodology Report

Ms. Cerbone presented the First Supplemental Special Assessment Methodology Report dated April 7, 2025. This Report corresponds with the First Supplemental Engineer's Report, in that it covers AA1. The overall plan is to finance the improvements via a bond issuance in the par amount of \$13,220,000 to finance approximately \$11,415,656.33 in partial costs. Ms. Cerbone discussed the peculiar and special benefits of the project, benefit allocation, assigning the Series 2025 bond assessments, the True-Up Mechanism and the Appendix Tables.

On MOTION by Mr. Davenport and seconded by Mr. Revell, with all in favor, the First Supplemental Special Assessment Methodology Report, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Supplementing Its Resolution No. 2024-41 by Authorizing the Issuance of its Special Assessment Revenue Bonds, Series 2025 in an Aggregate Principal Amount Not Exceeding \$18,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to

the Chair or Vice Chair of the Board Of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing The Execution of a Supplemental Trust Indenture; Approving U.S. Bank Trust Company, National Association as the Trustee, Registrar and Paying Agent for Such Bonds; Making Certain Findings; Approving the Forms of the Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection With the Issuance, Sale And Delivery of the Bonds; Providing Certain Other Details With Respect to the Bonds; and Providing an Effective Date

Mr. Bramwell presented Resolution 2025-01, known as the Delegation Resolution. He provided a brief history of previous resolutions and corresponding bond issuances. The Delegation Resolution accomplishes the following:

- Supplements the bond resolution to authorize an initial bond issuance in an aggregate principal amount not-to-exceed \$18 million.
- Approves the principal bond documents related to the series of bonds, including forms of the First Supplemental Trust Indenture, the Bond Purchase Agreement and the Preliminary Limited Offering Memorandum.
- Authorizes the Board to engage FMSbonds as Underwriter and authorizes the Underwriter to market the bonds.

➤ Provides certain parameters of which, so long as FMSbonds returns with an offer to purchase the bonds that meets the parameters, the District's officers are authorized to enter into a Bond Purchase Agreement with the Underwriter.

➤ Approves the form of Continuing Disclosure Agreement for the Series 2025 bonds and approves any necessary collateral assignments, acquisition agreements, completion agreements and True-Up agreements.

Mr. Bramwell summarized the Schedule I Parameters.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-01, Supplementing Its Resolution No. 2024-41 by Authorizing the Issuance of its Special Assessment Revenue Bonds, Series 2025 in an Aggregate Principal Amount Not Exceeding \$18,000,000 for the Principal Purpose of Acquiring and Constructing Assessable Improvements; Delegating to the Chair or Vice Chair of the Board Of Supervisors of the District, Subject to Compliance With the Applicable Provisions Hereof, the Authority to Award the Sale of Such Bonds to MBS Capital Markets, LLC by Executing and Delivering to Such Underwriter a Bond Purchase Agreement and Approving the Form Thereof; Approving the Form of and Authorizing The Execution of a Supplemental Trust Indenture; Approving U.S. Bank Trust Company, National Association as the Trustee, Registrar and Paying Agent for Such Bonds; Making Certain Findings; Approving the Forms of the Bonds; Approving the Form of the Preliminary Limited Offering Memorandum and Authorizing the Use by the Underwriter of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the Execution of the Limited Offering Memorandum; Approving the Form of the Continuing Disclosure Agreement and Authorizing the Execution Thereof; Authorizing Certain Officials of the District and Others to Take All Actions Required in Connection With the Issuance, Sale And Delivery of the Bonds; Providing Certain Other Details With Respect to the Bonds; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2025-02, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025 (Assessment Area One Project) (the "Series 2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming a Supplemental Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien

Securing the Series 2025 Bonds;
Addressing the Allocation and Collection of
the Assessments Securing the Series 2025
Bonds; Addressing Prepayments;
Addressing True-Up Payments; Providing
for the Supplementation of the
Improvement Lien Book; and Providing for
Conflicts, Severability and an Effective
Date. [Supplemental Assessment
Resolution with Delegation of Authority
Series 2025 Bonds]

Ms. Kilinski presented Resolution 2025-02, also known as the Delegated Supplemental
Assessment Resolution, which accomplishes the following:

- Allows the District, once the bonds are issued, to record a notice of 2025 special assessments.
- Provides for the prepayment of special assessments, the application of True-Ups and directs District Staff, upon the closing of the bonds, to record in the improvement lien book, the amount of assessments actually levied.
- Allows for the attachment of the final exhibits, once the Final Engineer's Report is approved. The District will then have composite Exhibit D, which provides maturities and coupons up to the 2025 bonds annual debt service payments, after the bond closing.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-02, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025 (Assessment Area One Project) (the "Series 2025 Bonds"); Making Certain Additional Findings and Adopting and Confirming a Supplemental Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Series 2025 Bonds; Addressing the Allocation and Collection of the Assessments Securing the Series 2025 Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date. [Supplemental Assessment Resolution with Delegation of Authority Series 2025 Bonds], was adopted.

SEVENTH ORDER OF BUSINESS

Consideration of Forms of Ancillary
Financing Documents

Ms. Kilinski presented the following documents:

- A. Acquisition Agreement
- B. Collateral Assignments
- C. Completion Agreements
- D. Declaration of Consent
- E. Notice of Lien of Special Assessments
- F. True-Up Agreement

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the Forms of the Ancillary Financing Documents; namely, the Acquisition Agreement, Collateral Assignments, Completion Agreements, the Declaration of Consent, the Notice of Lien of Special Assessments and the True-Up Agreement, all in substantial form, were approved.

Ms. Cerbone stated, unless there are substantial changes to the Engineer's Report and/or Methodology, District Staff will be able to effectuate a bond closing remotely, without having to come back for a Board meeting.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2025-03, Approving Proposed Budget for Fiscal Year 2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-03. She reviewed the proposed Fiscal Year 2026 budget and explained that this is a Landowner-contribution budget, with expenses funded as they are incurred. Ms. Cerbone discussed the importance of property insurance to insure the CDD's vertical assets, and EMMA, a software package that helps Developers and Landowners comply with the SEC reporting requirements. The following line items will be added to the "Professional & administrative" proposed Fiscal Year 2026 budget expenditures:

"Property insurance" line item for \$3,000

"EMMA software" line item for \$2,000

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-03, Approving Proposed Budget for Fiscal Year 2026, as amended, and Setting a Public Hearing Thereon Pursuant to Florida Law for August 4, 2025 at 10:00 a.m., at Kilinski | Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

NINTH ORDER OF BUSINESS**Consideration of FY2026 Funding Agreement**

Ms. Cerbone presented the Fiscal Year 2026 Funding Agreement between the CDD and GreenPointe Developers, LLC.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the Fiscal Year 2026 Funding Agreement, was approved.

TENTH ORDER OF BUSINESS**Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an Effective Date**

Ms. Cerbone presented Resolution 2025-04.

The following changes were made:

DATE: Change "December 1, 2025" to "December 8, 2025" and change "July 6, 2026" to "July 13, 2026"

DATE, September 2025: Insert "September 14, 2026"

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026, as amended, and Providing for an Effective Date, was adopted.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2025-05, Extending the Terms of Office of All Current Supervisors to Coincide With the General Election Pursuant to Section 190.006, Florida Statutes; Ratifying District Staff's Actions; Providing for Severability; and Providing an Effective Date

Ms. Cerbone presented Resolution 2025-05.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-05, Extending the Terms of Office of All Current Supervisors to Coincide With the General Election Pursuant to Section 190.006, Florida Statutes; Ratifying District Staff's Actions; Providing for Severability; and Providing an Effective Date, was adopted.

TWELFTH ORDER OF BUSINESS

Consideration of Resolution 2025-06, Electing Chris Conti as Assistant Secretary of the District, and Providing for an Effective Date

Ms. Cerbone presented Resolution 2025-06.

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, Resolution 2025-06, Electing Chris Conti as Assistant Secretary of the District, and Providing for an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2025

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the Unaudited Financial Statements as of February 28, 2025, were accepted.

FOURTEENTH ORDER OF BUSINESS

Approval of August 26, 2024 Public Hearings and Regular Meeting Minutes

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the August 26, 2024 Public Hearings and Regular Meeting Minutes, as presented, were approved.

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FIFTEENTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kilinski | Van Wyk PLLC**

Ms. Kilinski reminded the Board Members to complete the required four hours of ethics training. Staff recently recirculated the free online course links.

B. District Engineer: Moore Bass Consulting, Inc.

There was no report.

C. District Manager: Wrathell, Hunt and Associates, LLC

- **NEXT MEETING DATE: May 5, 2025 at 10:00 AM**

- **QUORUM CHECK**

The May 5, 2025 meeting will likely be canceled. The next meeting will most likely be held on August 4, 2025.

SIXTEENTH ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

SEVENTEENTH ORDER OF BUSINESS**Public Comments**

No members of the public were present.

EIGHTEENTH ORDER OF BUSINESS**Adjournment**

On MOTION by Mr. Revell and seconded by Mr. Davenport, with all in favor, the meeting adjourned at 10:50 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair

EAST RIDGE

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

EAST RIDGE COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION		
<i>Kilinski Van Wyk, 517 E. College Avenue, Tallahassee, Florida 32301</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
December 8, 2025	Regular Meeting	10:00 AM
July 13, 2026	Regular Meeting	10:00 AM
September 14, 2026	Regular Meeting	10:00 AM