

SPRINGS AT LAKE ALFRED

**COMMUNITY DEVELOPMENT
DISTRICT**

March 21, 2024

**BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

AGENDA LETTER

Springs at Lake Alfred 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

March 14, 2024

ATTENDEES:

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

Board of Supervisors

Springs at Lake Alfred Community Development District

Dear Board Members:

The Board of Supervisors of the Springs at Lake Alfred Community Development District will hold a Regular Meeting on March 21, 2024 at 5:00 p.m., at the Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850. The agenda is as follows:

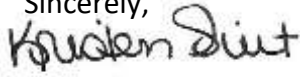
1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Supplemental Engineer's Report *(for informational purposes)*
4. Presentation of First Supplemental Special Assessment Methodology Report *(for informational purposes)*
5. Consideration of Resolution 2024-06, Setting Forth the Specific Terms of the Springs at Lake Alfred Community Development District Special Assessment Bonds (Assessment Area One Project); Confirming the District's Provision of the Series 2024 Project and Adopting a Supplemental Engineer's Report; Confirming and Adopting a Supplemental Assessment Report; Confirming, Allocating and Authorizing the Collection of Special Assessments Securing Series 2024 Bonds; Providing for the Application of True-Up Payments; Providing for the Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Series 2024 Special Assessments; Providing for Conflicts, Severability and an Effective Date
6. Consideration of Forms of Ancillary Financing Agreements
 - A. Completion Agreement (Assessment Area One)
 - B. True-Up Agreement (Assessment Area One)
 - C. Acquisition Agreement (Assessment Area One)
7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

- A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: *Dewberry Engineers Inc.*
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
8. Ratification Items
 - A. Tampa Electric Company Outdoor Lighting Agreement Phase 1A
 - B. Tampa Electric Company Outdoor Lighting Agreement Phase 1B
9. Consideration of Resolution 2024-07, Designating the Location of the Local District Records Office and Providing an Effective Date
10. Acceptance of Unaudited Financial Statements as of January 31, 2024
11. Approval of February 15, 2024 Regular Meeting and Audit Committee Meeting Minutes
12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Dewberry Engineers Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: April 18, 2024 at 5:00 PM
 - QUORUM CHECK

SEAT 1	MEGAN GERMINO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	GABRIEL SHAMMA	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	MARTHA SCHIFFER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	BRIAHANNA STASCHIAK	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	JEREMY CAMP	☐ IN PERSON	☐ PHONE	☐ NO
13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (410) 207-1802.

Sincerely,



Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 943 865 3730

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

3

The Springs at Lake Alfred Community Development District

Supplemental Engineer's Report- Phase 1

FEBRUARY 15, 2024



SUBMITTED BY

Dewberry Engineers Inc.
800 North Magnolia Avenue
Suite 1000
Orlando, Florida 32803
407-843-5120

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SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTAL ENGINEER'S REPORT – 2024 PROJECT

1. INTRODUCTION

This report supplements the Engineer's Report, dated January 12, 2023 ("**Master Report**") in order to address the first phase of the Springs at Lake Alfred Community Development District's ("**District**") capital improvement plan ("**CIP**") to be known as the "2024 Project". All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Master Report. In this report, we will provide a description of the CIP and estimated costs of the CIP for the 2024 Project. The District was established under City Ordinance No. 1503-22, which was approved by the Lake Alfred City Commission on November 21, 2022. The District will own and operate the stormwater management facilities, as well as the landscape, irrigation, signage, and recreational facilities within the development. The master developer is Meritage Homes of Florida, Inc. ("**Developer**"), and is based in Orlando, Florida.

2. GENERAL SITE DESCRIPTION

The 2024 Project includes the portion of the District's master capital improvement plan ("Master CIP") that is necessary for the lots constructed with what is known as "Phase 1" of the District which is shown in the plat attached hereto as **Exhibit A**. The District is located entirely within the City of Lake Alfred, Florida ("**City**"). The site is generally located south of Interstate 4, east of State Road 557 and north of CR 557A. **Exhibit B** depicts the general location of the site.

3. PROPOSED ASSESSMENT AREA

The 2024 Project is intended to provide public infrastructure improvements serving Assessment Area One of the development, which is planned for 192 residential homes. **Table 3.1** below shows the planned product types for the lands within Assessment Area One. The public improvements and facilities financed, acquired, and/or constructed by the District will be designed and constructed to conform to regulatory criteria from the City, Polk County ("**County**"), Southwest Florida Water Management District ("**SWFWMD**"), and other applicable agencies with regulatory jurisdiction over the development.

Planned Product Types

PRODUCT TYPE	TOTAL UNITS
SF 40' Lots	97
SF 50' Lots	95
TOTAL	192

Table 3.1

The CIP as described in this Supplemental Engineer's Report reflects the present intentions of the District and the landowners. It should be noted that the location of the proposed

facilities and improvements may be adjusted during the final design, permitting, and implementation phases. It should also be noted that these modifications are not expected to diminish the benefits to the property within the District. The District reserves the right to make reasonable adjustments to the development plan to meet applicable regulatory requirements of agencies with jurisdiction over the development while maintaining a comparable level of benefits to the lands served by the improvements. Changes and modifications are expected as changes in regulatory criteria are implemented. The public infrastructure for the 2024 Project is described below. Moreover, the District has accepted the assignment of that certain *Petitioner's Agreement* with the City, dated November 21, 2022, requiring the delivery of certain “enhanced” improvements, some of which are included in the 2024 Project.

4. LIST OF 2024 PROJECT IMPROVEMENTS

The various improvements that are part of the overall Master CIP – including those that are part of the 2024 Project – are described in detail in the Master Report, and those descriptions are incorporated herein. The 2024 Project includes, generally stated, the following items relating to the development of the lands within Assessment Area One: public roadways, stormwater management, utilities, hardscape/landscape/irrigation, conservation, the differential cost of undergrounding electrical conduit, consulting and other soft costs, etc. Also, the 2024 Project includes an off-site right turn lane which will be about 480 feet in length. This lane will be located at the intersection of CR 557A and Victory Road. This off-site portion of the project will be turned over to the County upon completion.

5. PERMITTING

The status of the applicable permits necessary for the 2024 Project is as shown below. All permits and approvals necessary for the development of the 2024 Project have been obtained or are reasonably expected to be obtained in due course.

Permit Status

Permits	Application/Permit Number	Approval Date
SWFWMD – Mass Grading (Phase 1)	Permit: 859579 & 843678	Issued (June 05, 2023)
City of Lake Alfred – Construction Plans Set (Phase 1)	Permit: L2720.02	Issued (Sep 21, 2023)
Polk County – Driveway (Phase 1 turn lane)	Application No. LDNON-2022-164	Issued (September 19, 2023)
Florida DEP – Water (Phase 1)	Permit: 133948-070	Issued (June 6, 2023)
Florida DEP – Sewer (Phase 1)	Permit: CS53-0132195-062-DWC/CM	Issued (September 18, 2023)

Table 4.1

6. ESTIMATED COSTS / BENEFITS

The table below shows the public infrastructure costs that are necessary for delivery of the 2024 Project.

Estimated Costs

Improvement	Phase 1 Cost	Operation & Maintenance Entity
Stormwater System (grading, stormwater drainage, and roadway drainage)	\$1,789,062	CDD
On-Site Roadways	\$306,282	City
Water, Wastewater and Reuse Systems	\$2,611,443	City
Undergrounding of Electric Conduit	\$309,888	CDD
Landscape/Hardscape/Irrigation	\$40,320	CDD
Amenities	\$0	CDD
Conservation/Mitigation	De Minimis	CDD
Off-Site Roadways	\$150,000	County
Professional Fees	\$436,224	n/a
Contingency	\$506,870	As above
TOTAL	\$6,150,089	

Table 5.1

- a. The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated District expenditures that may be incurred.
- b. The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements, subject to the approval of the District's bond counsel.

7. CONCLUSION

The 2024 Project will be designed in accordance with current governmental regulations and requirements. The 2024 Project will serve its intended function so long as the construction is in substantial compliance with the design.

It is further our opinion that:

- The estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the City and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure.

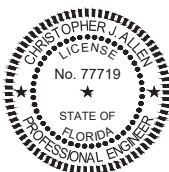
- All the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes.
- The CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

As described above, this report identifies the cost of the 2024 Project necessary for the development of the lands within Assessment Area One of the District. The general public, property owners, and property outside of Assessment Area One will benefit from the provisions of the 2024 Project; however, these are incidental to the 2024 Project, which is designed solely to provide special benefits peculiar to property within Assessment Area One. Special and peculiar benefits accrue to property within Assessment Area One and enable properties within its boundaries to be developed.

The 2024 Project will be owned by the District or other governmental units and such 2024 Project is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the 2024 Project is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements in favor of the District or other governmental entity. The 2024 Project, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the 2024 Project or the fair market value.

Please note that the 2024 Project as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the 2024 Project, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations for the plans, and the District expressly reserves the right to do so.

Dewberry Engineers Inc.



Digitally signed by Christopher J Allen
Reason: This item has been digitally signed and sealed by Christopher J Allen PE on the date adjacent to the seal. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
Date: 2024.02.13 10:33:54-05'00'

Christopher J. Allen, P.E.
FL License No. 77719

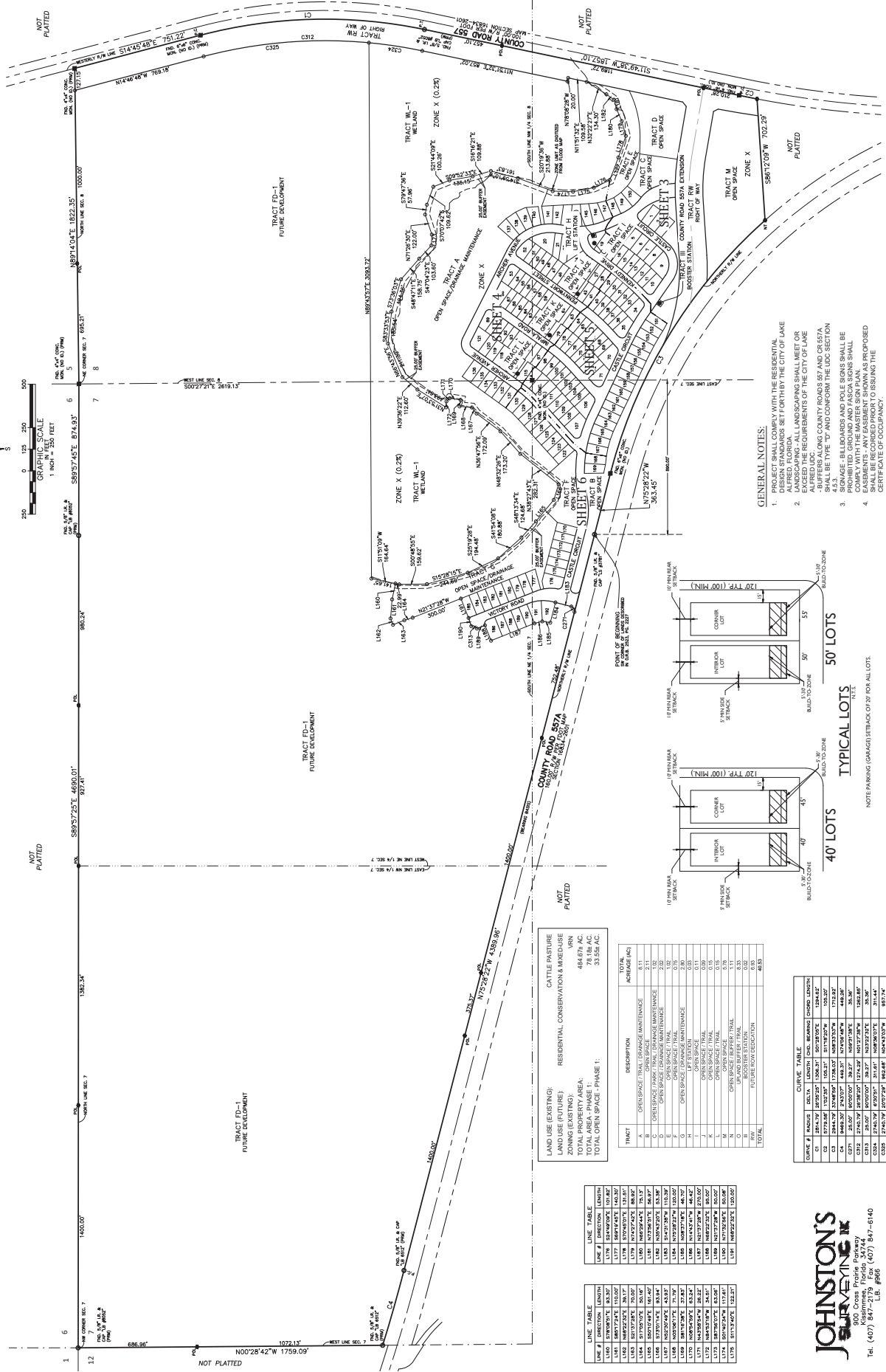
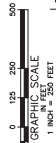
SPRINGS AT LAKE ALFRED PHASE 1

SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 26 EAST
CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

SHEET 2 OF 6

PLAT
BOOK

PAGE



GENERAL NOTES:

1. PROJECT SHALL COMPLY WITH THE RESIDENTIAL DESIGN STANDARDS SET FORTH BY THE CITY OF LAKE ALFRED.
2. LANDSCAPING: ALL LANDSCAPING SHALL MEET OR EXCEED THE REQUIREMENTS OF THE CITY OF LAKE ALFRED.
3. SIGNAGE: BILLBOARDS AND POLE SIGNS SHALL BE PROHIBITED. GROUND AND FACIA SIGNS SHALL BE PERMITTED. ANY EASEMENT SHOWN AS PROPOSED SHALL BE RECORDED PRIOR TO ISSUING THE CITY DATE OF OCCUPANCY.
4. EASEMENTS: ANY EASEMENT SHOWN AS PROPOSED SHALL BE RECORDED PRIOR TO ISSUING THE CITY DATE OF OCCUPANCY.

TYPICAL LOTS

NOTE: PARKING (GARAGE) SETBACK OF 20' FOR ALL LOTS.

40' LOTS
50' LOTS

TRACT	LAND USE (EXISTING)	LAND USE (FUTURE)	RESIDENTIAL CONSERVATION & MIXED-USE	CATTLE PASTURE	VRN
1	1.00	1.00	1.00	1.00	1.00
2	2.00	2.00	2.00	2.00	2.00
3	3.00	3.00	3.00	3.00	3.00
4	4.00	4.00	4.00	4.00	4.00
5	5.00	5.00	5.00	5.00	5.00
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100	100.00	100.00	100.00	100.00	100.00

TRACT	DESCRIPTION	ACREAGE (AC)	TOTAL
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BE	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BF	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BG	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BH	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BI	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BJ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BK	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BL	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BM	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BN	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BO	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BP	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BQ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BR	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BS	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BT	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BU	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BV	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BW	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BX	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BY	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
BZ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CA	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CB	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CC	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CD	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CE	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CF	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CG	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CH	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CI	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CJ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CK	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CL	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CM	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CN	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CO	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CP	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CQ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CR	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CS	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CT	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CU	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CV	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CW	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CX	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CY	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
CZ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DA	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DB	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DC	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DD	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DE	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DF	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DG	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DH	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DI	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DJ	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00
DK	OPEN SPACE / TRAIL / DRAINAGE MAINTENANCE	1.00	1.00</

SPRINGS AT LAKE ALFRED PHASE 1

SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 26 EAST
CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

SHEET 3 OF 6

PLAT BOOK

LINE #	DESCRIPTION	LENGTH
L1	SECTION 7	1.77
L2	SECTION 8	1.77
L3	SECTION 9	1.77
L4	SECTION 10	1.77
L5	SECTION 11	1.77
L6	SECTION 12	1.77
L7	SECTION 13	1.77
L8	SECTION 14	1.77
L9	SECTION 15	1.77
L10	SECTION 16	1.77



SEE SHEET 2
FOR TRACT DETAIL
TRACT M-1
WETLAND
ZONE X (0.2%)

PAGE

CURVE #	RADIUS	DELTA	LENGTH	CHORD	BEARING	CHORD LENGTH
C1	5773.85'	105.31°	511.18'	90.00'	N105.31°E	105.31'
C2	1863.38'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C3	1688.98'	173.02°	282.00'	148.98'	N148.98°W	148.98'
C4	1688.98'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C5	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C6	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C7	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C8	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C9	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C10	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C11	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C12	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C13	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C14	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C15	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C16	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C17	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C18	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C19	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C20	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C21	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C22	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C23	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C24	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C25	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C26	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C27	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C28	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C29	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C30	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C31	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C32	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C33	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C34	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C35	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C36	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C37	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C38	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C39	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C40	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C41	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C42	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C43	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C44	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C45	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C46	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C47	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C48	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C49	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C50	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C51	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C52	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C53	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C54	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C55	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C56	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C57	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C58	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C59	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C60	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C61	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C62	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C63	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C64	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C65	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C66	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C67	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C68	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C69	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C70	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C71	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C72	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C73	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C74	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C75	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C76	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C77	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C78	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C79	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C80	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C81	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C82	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C83	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C84	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C85	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C86	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C87	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C88	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C89	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C90	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C91	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C92	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C93	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C94	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C95	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C96	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C97	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C98	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'
C99	1148.87'	173.02°	271.97°	148.98'	N148.98°W	148.98'
C100	1148.87'	271.97°	234.00'	102.94'	N102.94°W	102.94'

JOHNSTON'S
SURVEYING, INC.
300 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 947-1866 FAX (407) 947-6140

NOT PLATTED

PLAT	BOOK	PAGE
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SHEET 4 OF 6

LINE		TABLE	
LINE #	DESCRIPTION	LENGTH	PERIOD
L1	560734.35W	16.08'	
L2	N35°42'24"E	4.64'	
L3	N35°42'24"E	4.22'	
L4	N77°58'08"E	25.00'	
L5	N117°01'52"W	25.00'	
L6	N77°58'08"E	25.00'	
L7	S81°31'16"E	45.15'	
L8	S60°04'18"E	52.70'	
L9	N65°04'18"E	52.70'	
L10	N35°42'24"E	7.33'	
L11	N35°42'24"E	26.02'	
L12	N35°42'24"E	13.37'	
L13	N35°42'24"E	6.56'	
L14	N35°42'24"E	16.71'	
L15	N35°42'24"E	6.63'	
L16	N35°42'24"E	17.61'	
L17	N35°42'24"E	6.03'	

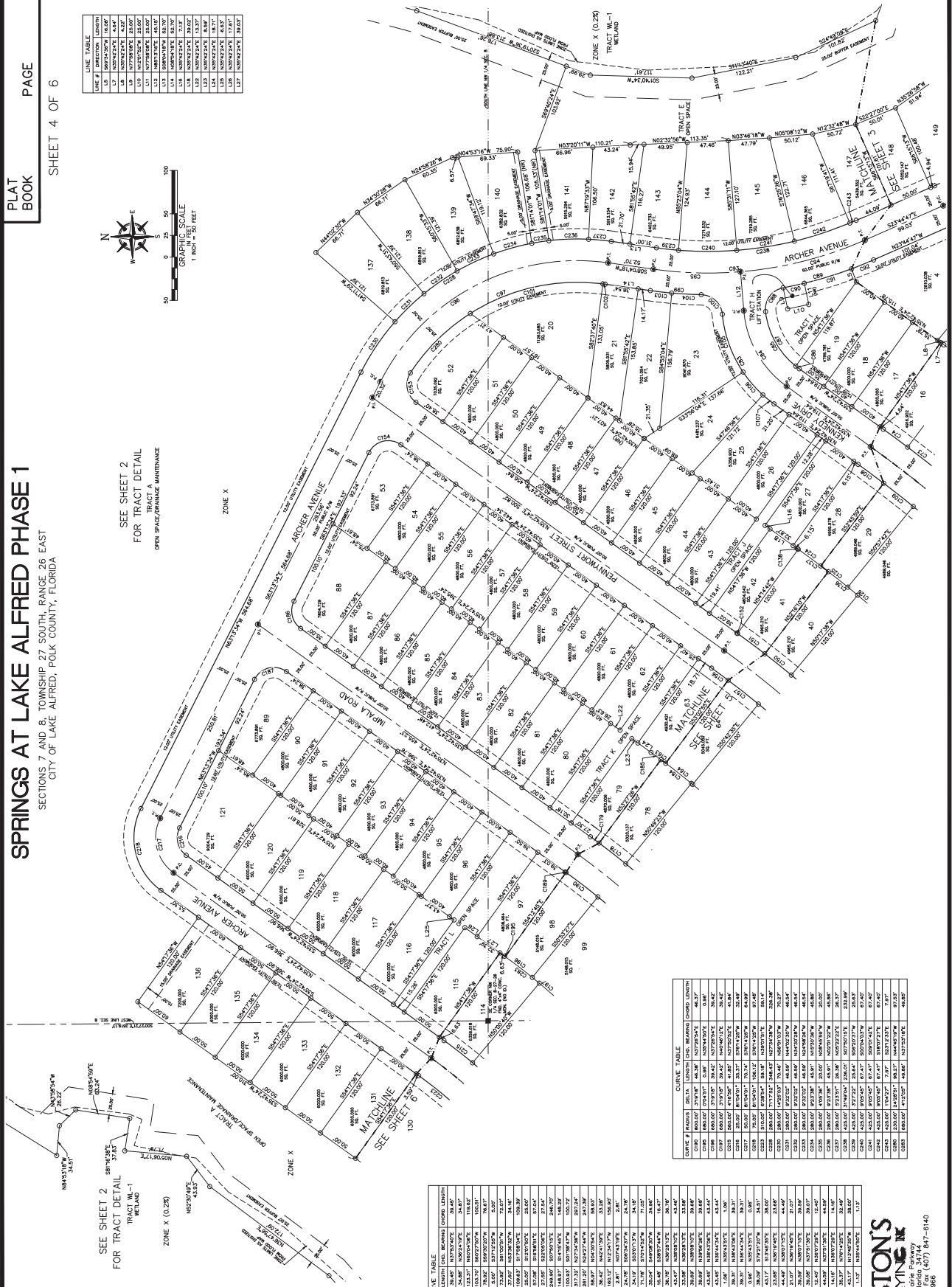


GRAPHIC SCALE
IN FEET
1 INCH = 50 FEET

0 25 50 100

S E

SEE SHEET 2
FOR TRACT DETAIL
TRACT A
OPEN SPACE/DRAINAGE MAINTENANCE

[illegible][illegible]

JOHNSTON'S
SLIPCOVERS

Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
1996

SEE SHEET 2
FOR TRACT DETAIL

SPRINGS AT LAKE ALFRED PHASE 1

SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 26 EAST
CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

SHEET 5 OF 6

PLAT BOOK PAGE

TRACT M-1
ZONE X (0.28)

CURVE #	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	284.79	32.48	178.03	N89°33'52"W	173.97
C2	106.82	27.98	62.38	S79°48'42"E	55.32
C3	25.00	152.00	44.41	S50°11'14"E	38.86
C4	140.00	127.31	55.38	N41°34'32"E	50.91
C5	180.00	110.94	68.31	N44°33'20"E	64.70
C6	150.00	120.96	55.38	N44°33'20"E	50.91
C7	150.00	120.96	55.38	N44°33'20"E	50.91
C8	150.00	120.96	55.38	N44°33'20"E	50.91
C9	150.00	120.96	55.38	N44°33'20"E	50.91
C10	150.00	120.96	55.38	N44°33'20"E	50.91
C11	150.00	120.96	55.38	N44°33'20"E	50.91
C12	150.00	120.96	55.38	N44°33'20"E	50.91
C13	150.00	120.96	55.38	N44°33'20"E	50.91
C14	150.00	120.96	55.38	N44°33'20"E	50.91
C15	150.00	120.96	55.38	N44°33'20"E	50.91
C16	150.00	120.96	55.38	N44°33'20"E	50.91
C17	150.00	120.96	55.38	N44°33'20"E	50.91
C18	150.00	120.96	55.38	N44°33'20"E	50.91
C19	150.00	120.96	55.38	N44°33'20"E	50.91
C20	150.00	120.96	55.38	N44°33'20"E	50.91
C21	150.00	120.96	55.38	N44°33'20"E	50.91
C22	150.00	120.96	55.38	N44°33'20"E	50.91
C23	150.00	120.96	55.38	N44°33'20"E	50.91
C24	150.00	120.96	55.38	N44°33'20"E	50.91
C25	150.00	120.96	55.38	N44°33'20"E	50.91
C26	150.00	120.96	55.38	N44°33'20"E	50.91
C27	150.00	120.96	55.38	N44°33'20"E	50.91
C28	150.00	120.96	55.38	N44°33'20"E	50.91
C29	150.00	120.96	55.38	N44°33'20"E	50.91
C30	150.00	120.96	55.38	N44°33'20"E	50.91
C31	150.00	120.96	55.38	N44°33'20"E	50.91
C32	150.00	120.96	55.38	N44°33'20"E	50.91
C33	150.00	120.96	55.38	N44°33'20"E	50.91
C34	150.00	120.96	55.38	N44°33'20"E	50.91
C35	150.00	120.96	55.38	N44°33'20"E	50.91
C36	150.00	120.96	55.38	N44°33'20"E	50.91
C37	150.00	120.96	55.38	N44°33'20"E	50.91
C38	150.00	120.96	55.38	N44°33'20"E	50.91
C39	150.00	120.96	55.38	N44°33'20"E	50.91
C40	150.00	120.96	55.38	N44°33'20"E	50.91
C41	150.00	120.96	55.38	N44°33'20"E	50.91
C42	150.00	120.96	55.38	N44°33'20"E	50.91
C43	150.00	120.96	55.38	N44°33'20"E	50.91
C44	150.00	120.96	55.38	N44°33'20"E	50.91
C45	150.00	120.96	55.38	N44°33'20"E	50.91
C46	150.00	120.96	55.38	N44°33'20"E	50.91
C47	150.00	120.96	55.38	N44°33'20"E	50.91
C48	150.00	120.96	55.38	N44°33'20"E	50.91
C49	150.00	120.96	55.38	N44°33'20"E	50.91
C50	150.00	120.96	55.38	N44°33'20"E	50.91
C51	150.00	120.96	55.38	N44°33'20"E	50.91
C52	150.00	120.96	55.38	N44°33'20"E	50.91
C53	150.00	120.96	55.38	N44°33'20"E	50.91
C54	150.00	120.96	55.38	N44°33'20"E	50.91
C55	150.00	120.96	55.38	N44°33'20"E	50.91
C56	150.00	120.96	55.38	N44°33'20"E	50.91
C57	150.00	120.96	55.38	N44°33'20"E	50.91
C58	150.00	120.96	55.38	N44°33'20"E	50.91
C59	150.00	120.96	55.38	N44°33'20"E	50.91
C60	150.00	120.96	55.38	N44°33'20"E	50.91
C61	150.00	120.96	55.38	N44°33'20"E	50.91
C62	150.00	120.96	55.38	N44°33'20"E	50.91
C63	150.00	120.96	55.38	N44°33'20"E	50.91
C64	150.00	120.96	55.38	N44°33'20"E	50.91
C65	150.00	120.96	55.38	N44°33'20"E	50.91
C66	150.00	120.96	55.38	N44°33'20"E	50.91
C67	150.00	120.96	55.38	N44°33'20"E	50.91
C68	150.00	120.96	55.38	N44°33'20"E	50.91
C69	150.00	120.96	55.38	N44°33'20"E	50.91
C70	150.00	120.96	55.38	N44°33'20"E	50.91
C71	150.00	120.96	55.38	N44°33'20"E	50.91
C72	150.00	120.96	55.38	N44°33'20"E	50.91
C73	150.00	120.96	55.38	N44°33'20"E	50.91
C74	150.00	120.96	55.38	N44°33'20"E	50.91
C75	150.00	120.96	55.38	N44°33'20"E	50.91
C76	150.00	120.96	55.38	N44°33'20"E	50.91
C77	150.00	120.96	55.38	N44°33'20"E	50.91
C78	150.00	120.96	55.38	N44°33'20"E	50.91
C79	150.00	120.96	55.38	N44°33'20"E	50.91
C80	150.00	120.96	55.38	N44°33'20"E	50.91
C81	150.00	120.96	55.38	N44°33'20"E	50.91
C82	150.00	120.96	55.38	N44°33'20"E	50.91
C83	150.00	120.96	55.38	N44°33'20"E	50.91
C84	150.00	120.96	55.38	N44°33'20"E	50.91
C85	150.00	120.96	55.38	N44°33'20"E	50.91
C86	150.00	120.96	55.38	N44°33'20"E	50.91
C87	150.00	120.96	55.38	N44°33'20"E	50.91
C88	150.00	120.96	55.38	N44°33'20"E	50.91
C89	150.00	120.96	55.38	N44°33'20"E	50.91
C90	150.00	120.96	55.38	N44°33'20"E	50.91
C91	150.00	120.96	55.38	N44°33'20"E	50.91
C92	150.00	120.96	55.38	N44°33'20"E	50.91
C93	150.00	120.96	55.38	N44°33'20"E	50.91
C94	150.00	120.96	55.38	N44°33'20"E	50.91
C95	150.00	120.96	55.38	N44°33'20"E	50.91
C96	150.00	120.96	55.38	N44°33'20"E	50.91
C97	150.00	120.96	55.38	N44°33'20"E	50.91
C98	150.00	120.96	55.38	N44°33'20"E	50.91
C99	150.00	120.96	55.38	N44°33'20"E	50.91
C100	150.00	120.96	55.38	N44°33'20"E	50.91



27 SOUTH, RANGE 26 EAST

OLK COUNTY, FLORIDA

LINE TABLE	
LINE #	DIRECTION
L1	N 89°00'00"E
L2	N 89°00'00"E
L3	N 89°00'00"E
L4	N 89°00'00"E
L5	N 89°00'00"E
L6	N 89°00'00"E
L7	N 89°00'00"E
L8	N 89°00'00"E
L9	N 89°00'00"E
L10	N 89°00'00"E
L11	N 89°00'00"E
L12	N 89°00'00"E
L13	N 89°00'00"E
L14	N 89°00'00"E
L15	N 89°00'00"E
L16	N 89°00'00"E
L17	N 89°00'00"E
L18	N 89°00'00"E
L19	N 89°00'00"E
L20	N 89°00'00"E
L21	N 89°00'00"E
L22	N 89°00'00"E
L23	N 89°00'00"E
L24	N 89°00'00"E
L25	N 89°00'00"E
L26	N 89°00'00"E
L27	N 89°00'00"E
L28	N 89°00'00"E
L29	N 89°00'00"E
L30	N 89°00'00"E
L31	N 89°00'00"E
L32	N 89°00'00"E
L33	N 89°00'00"E
L34	N 89°00'00"E
L35	N 89°00'00"E
L36	N 89°00'00"E
L37	N 89°00'00"E
L38	N 89°00'00"E
L39	N 89°00'00"E
L40	N 89°00'00"E
L41	N 89°00'00"E
L42	N 89°00'00"E
L43	N 89°00'00"E
L44	N 89°00'00"E
L45	N 89°00'00"E
L46	N 89°00'00"E
L47	N 89°00'00"E
L48	N 89°00'00"E
L49	N 89°00'00"E
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L141	N 89°00'00"E
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L148	N 89°00'00"E
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L162	N 89°00'00"E
L163	N 89°00'00"E
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L165	N 89°00'00"E
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L167	N 89°00'00"E
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L183	N 89°00'00"E
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L186	N 89°00'00"E
L187	N 89°00'00"E
L188	N 89°00'00"E
L189	N 89°00'00"E
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L191	N 89°00'00"E
L192	N 89°00'00"E
L193	N 89°00'00"E
L194	N 89°00'00"E
L195	N 89°00'00"E
L196	N 89°00'00"E
L197	N 89°00'00"E
L198	N 89°00'00"E
L199	N 89°00'00"E
L200	N 89°00'00"E

SECTIONS 7 AND 8, TOWNSHIP 27 SOUTH, RANGE 26 EAST
CITY OF LAKE ALFRED, POLK COUNTY, FLORIDA

ENT

La

CURVE TABLE			
GRADE	RAISE	DOWN	DOWN
IN	DOWN	DOWN	DOWN
IN	DOWN	DOWN	DOWN
001	225.00	190.00	155.00
002	225.00	190.00	155.00
003	225.00	190.00	155.00
004	225.00	190.00	155.00
005	225.00	190.00	155.00
006	225.00	190.00	155.00
007	225.00	190.00	155.00
008	225.00	190.00	155.00
009	225.00	190.00	155.00
010	225.00	190.00	155.00
011	225.00	190.00	155.00
012	225.00	190.00	155.00
013	225.00	190.00	155.00
014	225.00	190.00	155.00
015	225.00	190.00	155.00
016	225.00	190.00	155.00
017	225.00	190.00	155.00
018	225.00	190.00	155.00
019	225.00	190.00	155.00
020	225.00	190.00	155.00
021	225.00	190.00	155.00
022	225.00	190.00	155.00
023	225.00	190.00	155.00
024	225.00	190.00	155.00
025	225.00	190.00	155.00
026	225.00	190.00	155.00
027	225.00	190.00	155.00
028	225.00	190.00	155.00
029	225.00	190.00	155.00
030	225.00	190.00	155.00
031	225.00	190.00	155.00
032	225.00	190.00	155.00
033	225.00	190.00	155.00
034	225.00	190.00	155.00
035	225.00	190.00	155.00
036	225.00	190.00	155.00
037	225.00	190.00	155.00
038	225.00	190.00	155.00
039	225.00	190.00	155.00
040	225.00	190.00	155.00
041	225.00	190.00	155.00
042	225.00	190.00	155.00
043	225.00	190.00	155.00
044	225.00	190.00	155.00
045	225.00	190.00	155.00
046	225.00	190.00	155.00
047	225.00	190.00	155.00
048	225.00	190.00	155.00
049	225.00	190.00	155.00
050	225.00	190.00	155.00
051	225.00	190.00	155.00
052	225.00	190.00	155.00
053	225.00	190.00	155.00
054	225.00	190.00	155.00
055	225.00	190.00	155.00
056	225.00	190.00	155.00
057	225.00	190.00	155.00
058	225.00	190.00	155.00
059	225.00	190.00	155.00
060	225.00	190.00	155.00
061	225.00	190.00	155.00
062	225.00	190.00	155.00
063	225.00	190.00	155.00
064	225.00	190.00	155.00
065	225.00	190.00	155.00
066	225.00	190.00	155.00
067	225.00	190.00	155.00
068	225.00	190.00	155.00
069	225.00	190.00	155.00
070	225.00	190.00	155.00
071	225.00	190.00	155.00
072	225.00	190.00	155.00
073	225.00	190.00	155.00
074	225.00	190.00	155.00
075	225.00	190.00	155.00
076	225.00	190.00	155.00
077	225.00	190.00	155.00
078	225.00	190.00	155.00
079	225.00	190.00	155.00
080	225.00	190.00	155.00
081	225.00	190.00	155.00
082	225.00	190.00	155.00
083	225.00	190.00	155.00
084	225.00	190.00	155.00
085	225.00	190.00	155.00
086	225.00	190.00	155.00

[illegible]

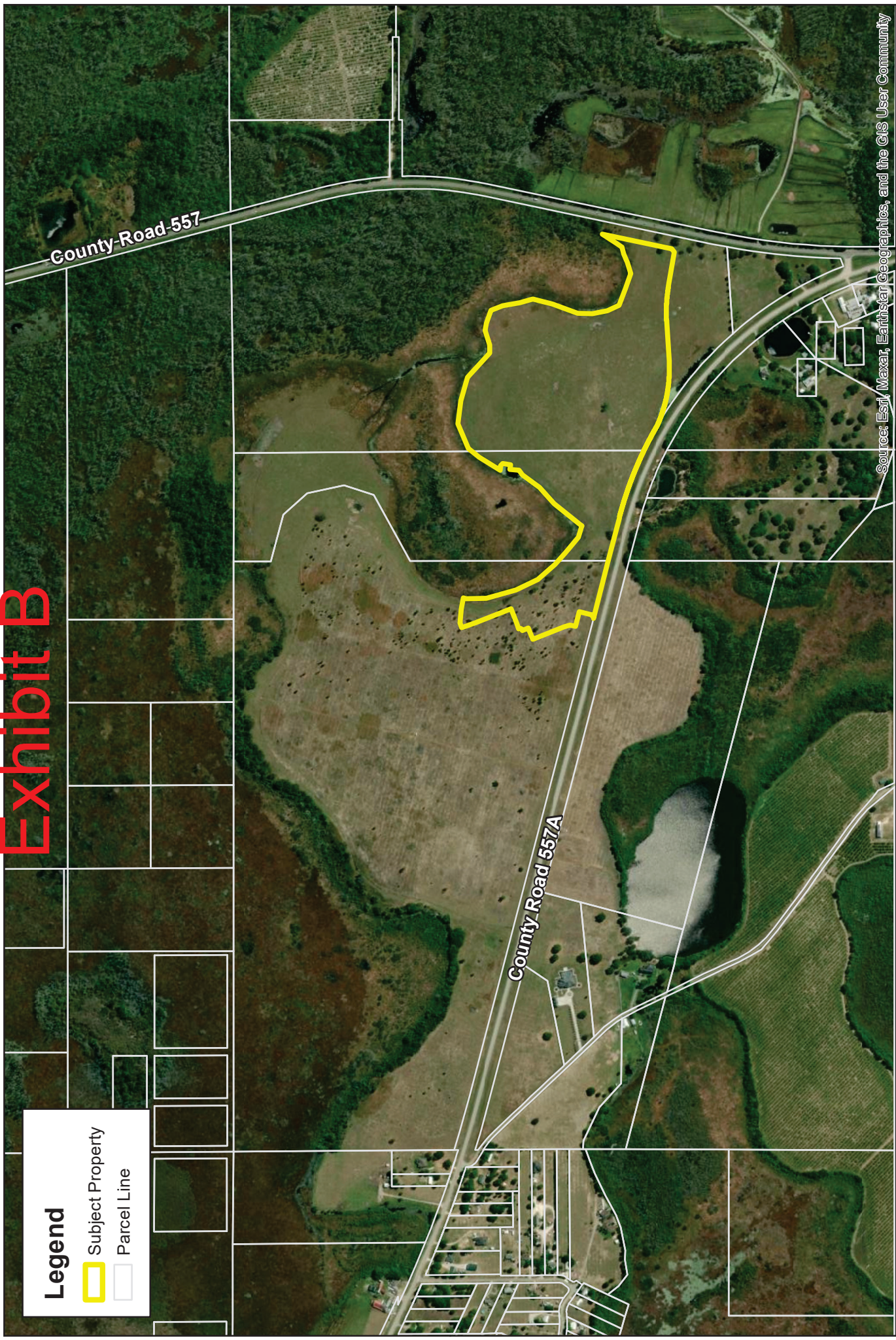
CURVE #	RAIUS	DELTA	LENGTH	CH. BEARING	CHORD LENGTH
C281	680.00'	37.0740°	37.81'	N462507.28E	37.60'
C282	680.00'	4.7614°	58.00'	N472527.77E	58.08'
C283	680.00'	47.2100°	48.96'	N37353.76E	58.08'
C284	680.00'	10.2081°	191.08'	N67352.15E	190.83'
C285	210.00'	50.7914°	134.13'	N46722.15E	131.86'
C286	210.00'	28.8519°	70.25'	N69348.01E	69.80'
C287	140.00'	19.5016°	7.22'	N09348.01E	7.22'
C288	233.00'	129.363°	7.22'	N153445.00E	5.86'
C289	233.00'	179.363°	17.27'	S83373.74E	17.27'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L43	N74.26°59'W	49.17'
L44	N79°08'48"W	49.17'
L45	N63°50'36"W	49.17'
L46	N78°00'14"W	50.40'
L47	N14°31'38"E	6.17'
L48	N79°16'51"E	45.87'

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway
Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140

Exhibit B



Aerial Location Map

Springs at Lake Alfred, Phase 1

City of Lake Alfred, Polk County



Dewberry

Data Source: Polk County, Dewberry
Image Source: ESRI

Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

4

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

First Supplemental Special Assessment
Methodology Report, Series 2024 Bonds

February 15, 2024



Provided by:

Wrathell, Hunt and Associates, LLC

2300 Glades Road, Suite 410W

Boca Raton, FL 33431

Phone: 561-571-0010

Fax: 561-571-0013

Website: www.whhassociates.com

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1.0 Introduction

1.1 Purpose

This First Supplemental Special Assessment Methodology Report, Series 2024 Bonds (the "First Supplemental Report") was developed to supplement the Master Special Assessment Methodology Report (the "Master Report") dated January 12, 2023 and to provide a supplemental financing plan and a supplemental special assessment methodology for Assessment Area One of the Springs at Lake Alfred Community Development District (the "District") located in the City of Lake Alfred, Polk County, Florida. This First Supplemental Report was developed in relation to funding by the District of a portion of the costs of public infrastructure improvements (the "Capital Improvement Plan" or "CIP") contemplated to be provided by the District.

1.2 Scope of the First Supplemental Report

This First Supplemental Report presents the projections for financing a portion of the District's Capital Improvement Plan described in the Supplemental Engineer's Report for the Springs at Lake Alfred Community Development District prepared by Dewberry Engineers Inc. (the "District Engineer") dated February 15, 2024 (the "Supplemental Engineer's Report"), as well as describes the method for the allocation of special benefits and the apportionment of special assessment debt resulting from the provision and funding of a portion of the CIP (such portion is herein referred to as the "2024 Project").

1.3 Special Benefits and General Benefits

Public infrastructure improvements undertaken and funded by the District as part of the CIP create special benefits for properties within Assessment Area One of the District and general benefits for properties outside of Assessment Area One of the District and to the public at large. However, as discussed within this First Supplemental Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits which accrue to property within the District. The District's CIP enables properties within its boundaries to be developed.

There is no doubt that the general public and owners of property outside of Assessment Area One will benefit from the provision of the 2024 Project. However, these benefits are only incidental since the 2024 Project is designed solely to provide special benefits peculiar to property within Assessment Area One of the District. Properties

outside Assessment Area One are not directly served by the 2024 Project and do not depend upon the 2024 Project to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which Assessment Area One receives compared to those lying outside of Assessment Area One.

The 2024 Project will provide public infrastructure improvements which are all necessary in order to make the lands within Assessment Area One developable and saleable. The installation of such improvements will cause the value of the developable and saleable lands within Assessment Area One to increase by more than the sum of the financed cost of the individual components of the 2024 Project. Even though the exact value of the benefits provided by the 2024 Project is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

1.4 Organization of the First Supplemental Report

Section Two describes the development program as proposed by the Developer, as defined below.

Section Three provides a summary of the CIP as determined by the District Engineer.

Section Four discusses the supplemental financing program for the District.

Section Five discusses the special assessment methodology for Phase 1.

2.0 Development Program

2.1 Overview

The District will serve the Springs at Lake Alfred development, a master planned residential development located in the City of Lake Alfred, Polk County, Florida (the "Development"). The land within the District consists of approximately 471.22 +/- acres and is generally located south of Interstate 4, east of State Road 557, and north of CR 557A. Assessment Area One consists of approximately 78.18 +/- acres.

2.2 The Development Program

The development of Springs at Lake Alfred is anticipated to be conducted by Meritage Homes of Florida, Inc., or an affiliated entity (the "Developer"). Based upon the latest information provided by the Developer and the District Engineer, the current development plan envisions a total of 630 Single-Family 40' units and 330 Single-Family 50' units for a total of 960 residential units to be developed over a multi-year period in one or more development phases, although unit numbers, land use types and phasing may change throughout the development period. Of the aforementioned units, Assessment Area One is anticipated to account for 97 Single-Family 40' units and 95 Single-Family 50' units for a total of 192 residential units. Table 1 in the *Appendix* illustrates the development plan for the District.

3.0 The CIP

3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the Supplemental Engineer's Report. Only public infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes and under the Internal Revenue Code of 1986, as amended, was included in these estimates.

3.2 2024 Project

The 2024 Project needed to serve Assessment Area One is projected to include, without limitation, stormwater management system, on-site roadways, water, wastewater, and reuse systems, undergrounding of conduit, landscape, hardscape, and irrigation, and off-site roadways, the costs of which, along with contingencies and professional fees, is estimated to total approximately \$6,150,089, a portion of which will be financed with the proceeds of the herein defined Series 2024 Bonds.

Even though the installation of the improvements that comprise the CIP is projected to occur in multiple stages coinciding with phases of development within the District, the infrastructure improvements that comprise the CIP – including the 2024 Project – will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of the improvements will serve the entire District and the improvements will

be interrelated such that they will reinforce one another. As a practical matter, this means that master improvements that are part of the 2024 Project may be financed by the Series 2024 Bonds and/or a future series of bonds.

Table 2 in the *Appendix* illustrates the specific components of the CIP.

4.0 Financing Program

4.1 Overview

As noted above, the District is embarking on a program of capital improvements which will facilitate the development of lands within the District. The District anticipates undertaking construction of the site work through a third-party contractor.

The District intends to issue its Special Assessment Bonds, Series 2024 (Assessment Area One) in the estimated principal amount of \$4,110,000* (the "Series 2024 Bonds") to fund an estimated \$3,686,483.75* in CIP costs to be expended serving and supporting the development of Assessment Area One units constituting a portion of the 2024 Project, with the balance of the 2024 Project costs anticipated to be contributed by the Developer.

4.2 Types of Bonds Proposed

The proposed supplemental financing plan for the District provides for the issuance of the Series 2024 Bonds in the total estimated principal amount of \$4,110,000* to finance a portion of the 2024 Project costs in the total amount estimated at \$3,686,483.75*, representing the amount of construction proceeds generated from the issuance of the Series 2024 Bonds (such financed portion being referred to as the "2024 Project Costs").

The Series 2024 Bonds as projected under this supplemental financing plan are structured to be amortized in 30 annual installments with interest payments on the Series 2024 Bonds made every May 1 and November 1, and principal payments on the Bonds would be made either on May 1 or on November 1.

In order to finance the 2024 Project Costs, the District will need to borrow more funds and incur indebtedness in the total amount estimated at \$4,110,000. The difference is attributed to the costs of

* Preliminary, subject to change.

issuance, including the underwriter's discount. Preliminary sources and uses of funding for the Series 2024 Bonds are presented in Table 3 in the *Appendix*.

5.0 Assessment Methodology

5.1 Overview

The issuance of the Series 2024 Bonds provides the District with funds necessary to construct/acquire a portion of the 2024 Project outlined in Section 3.2 and described in more detail by the District Engineer in the Supplemental Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to properties within Assessment Area One. The Series 2024 Assessments (defined herein) – which are supported by the special benefits from the 2024 Project – will initially be assigned to all lands within Assessment Area One, but, upon platting, will be assigned on a first-platted, first-assigned basis within Assessment Area One. General benefits accrue to areas outside of Assessment Area One but are only incidental in nature.

5.2 Benefit Allocation

Based upon the information provided by the Developer and the District Engineer, Assessment Area One is anticipated to contain for 97 Single-Family 40' units and 95 Single-Family 50' units for a total of 192 residential units. Unit numbers, land use types and phasing may change throughout the development period.

The public infrastructure included in the CIP – including the 2024 Project – will comprise an interrelated system of public infrastructure improvements, which means that all of the improvements will serve in each respective assessment area within the District and such public improvements will be interrelated in such way that, once constructed, they will reinforce each other and their combined benefit will be greater than the sum of their individual benefits. As a practical matter, this means that public improvements that are part of the 2024 Project and not financed by the Series 2024 Bonds may be constructed by the Developer or funded by a future series of bonds.

As stated previously, the public infrastructure improvements included in the 2024 Project have a logical connection to the special and peculiar benefits received by Assessment Area One, as without such improvements, the development of such properties within Assessment Area One would not be possible. Based upon the connection between the improvements and the special and peculiar

benefits to the designated lands within Assessment Area One, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the lands within Assessment Area One receiving such special and peculiar benefits. Even though these special and peculiar benefits are real and ascertainable, the precise amount of the benefit cannot yet be calculated with mathematical certainty. However, such benefit is more valuable than the assessment related to the financed cost of constructing the 2024 Project.

In following the Master Report, this First Supplemental Report proposes to allocate the benefit associated with the 2024 Project to the different unit types proposed to be developed within Assessment Area One in proportion to their density of development and intensity of use of infrastructure as measured by a standard unit called an Equivalent Residential Unit ("ERU"). Table 4 in the *Appendix* illustrates the ERU weights that are proposed to be assigned to the unit types contemplated to be developed within Assessment Area One based on the densities of development and the intensities of use of infrastructure, total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind the different ERU values is supported by the fact that generally and on average units with smaller lot sizes will use and benefit from the improvements which are part of the 2024 Project less than units with larger lot sizes, as, for instance, generally and on average units with smaller lot sizes will produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than units with larger lot sizes. Additionally, the value of the units with larger lot sizes is likely to appreciate by more in terms of dollars than that of the units with smaller lot sizes as a result of the implementation of the infrastructure improvements. As the exact amount of the benefit and appreciation is not possible to be calculated at this time, the use of ERU measures serves as a reasonable approximation of the relative amount of benefit received by representatives of different unit types from the District's 2024 Project.

Based on the ERU benefit allocation illustrated in Table 4, Table 5 in the *Appendix* presents the allocation of the amount of 2024 Project costs allocated to the various unit types proposed to be developed within Assessment Area One based on the ERU benefit allocation factors present in Table 4. Further, Table 5 illustrates the approximate costs that are projected to be financed with the Series 2024 Bonds, and the approximate costs of the portion of the 2024 Project costs to be contributed by the Developer, as the case may

be. With the Series 2024 Bonds funding approximately \$3,686,483.75* in costs of the CIP attributable to Assessment Area One, the Developer is anticipated to fund improvements valued at an estimated cost of \$2,463,605.25* which will not be funded with proceeds of the Series 2024 Bonds.

Finally, Table 6 in the *Appendix* presents the apportionment of the Bond Assessments securing each series of the Series 2024 Bonds (the "Series 2024 Assessments") and also present the annual levels of the projected annual debt service assessments per unit.

Amenities - No Series 2024 Assessments are planned to be allocated herein to any platted amenities or other platted common areas planned for the development. If owned by a homeowner's association and designated on the applicable plat as a common element for the exclusive benefit of the property owners, the property would not be subject to Series 2024 Assessments. If the amenities are owned by the District, then they would be governmental property not subject to the Series 2024 Assessments and would be open to the general public, subject to District rules and policies.

Governmental Property - If at any time, any portion of the Property contained in the District is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Series 2024 Assessments thereon), or similarly exempt entity, all future unpaid Series 2024 Assessments for such tax parcel shall become due and payable immediately prior to such transfer.

5.3 Assigning Series 2024 Assessments

As all of the land within the 2024 Project Area has been platted according to the intended final use and assigned individual parcel identification numbers by Polk County, the Series 2024 Assessments will be allocated to each platted parcel within the 2024 Project Area on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 6 in the *Appendix*. Consequently, the 192 residential units within the 2024 Project Area will cumulatively be allocated an estimated amount of \$4,110,000* in Series 2024 Assessments.

5.4 Lienability Test: Special and Peculiar Benefit to the Property

As first discussed in *Section 1.3*, Special Benefits and General Benefits, public infrastructure improvements undertaken by the

* Preliminary, subject to change.

District create special and peculiar benefits to certain properties within Assessment Area One. The 2024 Project benefits assessable properties within Assessment Area One and accrues to all such assessable properties on an ERU basis.

The public infrastructure improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property within the District. The special and peculiar benefits resulting from each improvement include, but are not limited to:

- a. added use of the property;
- b. added enjoyment of the property;
- c. decreased insurance premiums;
- d. increased marketability and value of the property.

The improvements which are part of the 2024 Project make the land in the District developable and saleable and when implemented jointly as parts of the 2024 Project, provide special and peculiar benefits which are greater than the benefits of any single category of improvements. These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value; however, such benefits are more valuable than either the cost of, or the actual assessment levied for, the improvement or debt allocated to the parcel of land.

5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is delineated in Table 4 (expressed as ERU factors) in the *Appendix*. The apportionment of the Series 2024 Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2 initially* across all assessable property within Assessment Area One according to reasonable estimates of the special and peculiar benefits derived from the 2024 Project by different unit types.

5.6 True-Up Mechanism

The assessment methodology described herein is based on conceptual information obtained from the Developer prior to construction. As development occurs it is possible that the number of ERUs may change. The mechanism for maintaining the methodology over the changes is referred to as true-up. Even though the land within the 2024 Project has already been platted, a

re-platting may occur and this section governs what actions, if any, the District would undertake if a re-platting occurred.

This mechanism is to be utilized to ensure that the Series 2024 Assessments on a per unit basis never exceed the initially allocated Series 2024 Assessments as illustrated in Table 6 in the *Appendix*. The Series 2024 Assessments per unit equal the figures in Table 6 and may change as a result of a change in unit types and/or number of units. If such changes occur, the methodology is applied to the land based on the number of and unit type within each and every parcel.

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the ERUs as set forth in Table 1 in the *Appendix* ("Development Plan"). At such time as lands are to be re-platted, the re-plat (herein, "Proposed Re-plat") shall be presented to the District for a "true-up" review as follows:

- a. If any land within the 2024 Project is re-platted, the Series 2024 Assessments will be assigned to re-platted parcels based on the figures in Table 6 in the *Appendix*. If as a result of re-platting and re-apportionment of the Series 2024 Assessments to the re-platted parcel of land, the Series 2024 Assessments per unit for assessable land remain equal to the figures in Table 6 in the *Appendix*, then no true-up adjustment will be necessary.
- b. If as a result of re-platting and re-apportionment of the Series 2024 Assessments to the re-platted land, the Series 2024 Assessments per unit equal less than the figures in Table 6 in the *Appendix* (either as a result of a larger number of units, different units or both), then the per unit Series 2024 Assessments for all parcels within the 2024 Project will be lowered if that state persists at the conclusion of platting of all land within the 2024 Project.
- c. If, in contrast, a result of re-platting and re-apportionment of the Series 2024 Assessments to the re-platted land, the Series 2024 Assessments per unit equals more than the figures in Table 6 in the *Appendix* (either as a result of a smaller number of units, different units or both), then the difference in the Series 2024 Assessments plus accrued interest will be collected from the owner of the property which re-platting caused the increase of Series 2024 Assessments per unit to occur, in accordance with a true-up agreement to

be entered into between the District and the Developer, which will be binding on assignees.

The owner(s) of the property will be required to immediately remit to the Trustee for redemption of a portion of the Series 2024 Bonds a true-up payment equal to the difference between the actual Series 2024 Assessments per unit and the figures in Table 6 in the *Appendix* multiplied by the actual number of unit plus accrued interest to the next succeeding interest payment date on the Series 2024 Bonds, unless such interest payment date occurs within 45 days of such true-up payment, in which case the accrued interest shall be paid to the following interest payment date.

Prior to any decision by the District not to impose a true-up payment, a supplemental methodology shall be produced demonstrating that there will be sufficient assessments to pay debt service on the applicable series of bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, Florida Statutes upon the advice of District Counsel.

Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Re-plat within Assessment Area One, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Re-plat property until paid. A True-Up Payment shall include accrued interest on the applicable bond series to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the applicable bond series)).

All Series 2024 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within Assessment Area One, any unallocated Series 2024 Assessments shall become due and payable and must be paid prior to the District's approval of that re-plat. This true-up process applies for both plats and/or re-plats.

Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be

construed as providing any other re-plat approval or disapproval powers to the District. For further detail on the true-up process, please refer to the True-Up Agreement and applicable assessment resolution(s).

5.7 Assessment Roll

Series 2024 Assessments in the estimated amount of \$4,110,000*, plus interest and collection costs, are proposed to be levied over the area described in Exhibit “A”. The Series 2024 Assessments shall be paid in thirty (30) annual principal installments.

6.0 Additional Stipulations

6.1 Overview

Wrathell, Hunt and Associates, LLC was retained by the District to prepare a methodology to fairly allocate the special assessments related to the District’s CIP. Certain financing, development and engineering data was provided by members of District Staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Wrathell, Hunt and Associates, LLC makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this Report. For additional information on the Series 2024 Bond structure and related items, please refer to the Offering Statement associated with this transaction.

Wrathell, Hunt and Associates, LLC does not represent the District as a Municipal Advisor or Securities Broker nor is Wrathell, Hunt and Associates, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Wrathell, Hunt and Associates, LLC does not provide the District with financial advisory services or offer investment advice in any form.

* Preliminary, subject to change

7.0 Appendix

Table 1

Springs at Lake Alfred

Community Development District

Development Plan - 2024 Project (Assessment Area One)

Product Type	Assessment Area One Units	Future Units	Total Number of Units
Single Family 40'	97	533	630
Single Family 50'	95	235	330
Total	192	768	960

Table 2

Springs at Lake Alfred

Community Development District

Project Costs - 2024 Project

Improvement	Total Costs
Stormwater Management System (grading, stormwater drainage, and roadway drainage)	\$ 1,789,062.00
On-Site Roadways	\$ 306,282.00
Water, Wastewater, and Reuse Systems	\$ 2,611,443.00
Undergrounding of Conduit	\$ 309,888.00
Landscape/ Hardscape/ Irrigation	\$ 40,320.00
Amenities	-
Conservation/ Mitigation	-
Off-Site Roadways	\$ 150,000.00
Professional Services	\$ 436,224.00
Contingency	\$ 506,870.00
Total	\$ 6,150,089.00

Table 3

Springs at Lake Alfred

Community Development District

Preliminary Sources and Uses of Funds

Series 2024

Sources

Bond Proceeds:

Par Amount

\$4,110,000.00

Total Sources**\$4,110,000.00**

Uses

Project Fund Deposits:

Project Fund

\$3,686,483.75

Other Fund Deposits:

Debt Service Reserve Fund

\$141,316.25

Capitalized Interest Fund

\$0.00

Delivery Date Expenses:

Costs of Issuance

\$282,200.00

Total Uses**\$4,110,000.00**

Table 4

Springs at Lake Alfred

Community Development District

Benefit Allocation

Product Type	Total Number of		Total ERU
	Units	ERU Weight	
Single Family 40'	630	0.80	504.00
Single Family 50'	330	1.00	330.00
Total	960		834.00

Product Type	Assessment		AA1 Total ERU	Percent of Total ERU
	Area One Units	ERU Weight		
Single Family 40'	97	0.80	77.60	
Single Family 50'	95	1.00	95.00	
Total	192		172.60	20.70%

Product Type	Future Units	ERU Weight	AA2 Total ERU	Percent of Total ERU
Single Family 40'	533	0.80	426.40	
Single Family 50'	235	1.00	235.00	
Total	768		661.40	79.30%

Table 5

Springs at Lake Alfred

Community Development District

2024 Project Assessment Area 1 Cost Allocation

Product Type	Infrastructure Allocation Based on ERU Method	Infrastructure Financed with Series 2024 Bonds	Infrastructure Funded with Proceeds of Future Bonds and/or Contributed by the Developer*
Single Family 40'	\$ 2,765,045.81	\$ 1,657,422.59	\$ 1,107,623.22
Single Family 50'	\$ 3,385,043.19	\$ 2,029,061.16	\$ 1,355,982.03
Total	\$ 6,150,089.00	\$ 3,686,483.75	\$ 2,463,605.25

* Can be funded with proceeds of future bonds

Table 6

Springs at Lake Alfred

Community Development District

Series 2024 Assessment Apportionment

Product Type	Total Number of Units	Total Cost Allocation*	Series 2024 Assessment Apportionment	Series 2024 Assessment Apportionment per Unit	Annual Series 2024 Assessment Debt Service per Unit - paid in March**
Single Family 40'	97	\$1,657,422.59	\$1,847,833.14	\$19,049.83	\$1,408.60
Single Family 50'	95	\$2,029,061.16	\$2,262,166.86	\$23,812.28	\$1,760.75
Total	192	\$3,686,483.75	\$4,110,000.00		

* Please note that cost allocations to units herein are based on the ERU benefit allocation illustrated in Table 4

** Includes county collection costs estimated at 3% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

EXHIBIT “A”

Series 2024 Bond Assessments in the estimated amount of \$4,110,000* are proposed to be levied over the area described below:

* Preliminary, subject to change.

EXHIBIT "A"

[illegible]

EXHIBIT "A"

[illegible]

EXHIBIT "A"

[illegible]

EXHIBIT "A"

[illegible]**TOTAL**

\$4,110,000.00

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-06

A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS (ASSESSMENT AREA ONE PROJECT); CONFIRMING THE DISTRICT'S PROVISION OF THE SERIES 2024 PROJECT AND ADOPTING A SUPPLEMENTAL ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2024 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2024 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Springs at Lake Alfred Community Development District (the "District") has previously indicated its intention to undertake, install, establish, construct or acquire certain public infrastructure improvements within the District, and to finance such improvements through the imposition of special assessments on benefitted property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors (the "Board") has previously adopted, after notice and public hearing, Resolution 2023-29, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolution 2023-29, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue; and

WHEREAS, on March 15, 2024, the District entered into a *Bond Purchase Contract* whereby it agreed to sell \$4,140,000 of its Special Assessment Bonds (Assessment Area One Project) (the "Series 2024 Bonds") relative to the financing of a portion of the public infrastructure improvements benefitting "Assessment Area One" of the District (hereinafter, the "2024 Project"); and

WHEREAS, pursuant to and consistent with Resolution 2023-29, the District desires to set forth the particular terms of the sale of the Series 2024 Bonds and confirm the lien of the special assessments securing the Series 2024 Bonds on the lands within the 2024 Project within the District.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 197, *Florida Statutes*, and Resolution 2023-29.

SECTION 2. FINDINGS. The Board of Supervisors of the Springs at Lake Alfred Community Development District hereby finds and determines as follows:

(a) On April 20, 2023, the District, after due notice and public hearing, adopted Resolution 2023-29, which, among other things, equalized, approved, confirmed and levied special assessments on all of the lands within the District benefitting from the infrastructure improvements authorized by the District. That Resolution provided that as each series of bonds was issued to fund all or any portion of the District's infrastructure improvements within the District, a supplemental resolution would be adopted to set forth the specific terms of the bonds and certifying the amount of the lien of the special assessments securing any portion of the bonds, including interest, costs of issuance, the number of payments due, the True-Up amounts and the application of receipt of True-Up proceeds.

(b) The *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024, which is attached to this Resolution as **Exhibit A** (the "Engineer's Report"), identifies and describes the capital infrastructure improvements included within the District's "Series 2024 Project," a portion of which project is to be financed with the Series 2024 Bonds. The District hereby confirms that the Series 2024 Project serves a proper, essential and valid public purpose. The Engineer's Report is hereby confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(c) The final *First Supplemental Special Assessment Methodology Report, Series 2024 Bonds*, dated March 15, 2024, attached to this Resolution as **Exhibit B** (the "Supplemental Assessment Report"), applies the adopted *Master Special Assessment Methodology Report*, dated January 12, 2023 (the "Master Special Assessment Methodology Report") for the District to the actual terms of the Series 2024 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2024 Bonds.

(d) The Series 2024 Project will specially benefit all of the developable, assessable acreage within Assessment Area One. It is reasonable, proper, just and right to assess the portion of the costs of the Series 2024 Project financed, in part, with the Series 2024 Bonds to the specially benefited properties within Assessment Area One, as set forth in Resolution 2023-29 and this Resolution.

SECTION 3. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2024 BONDS. As provided in Resolution 2023-29, this Resolution is intended to set

forth the terms of the Series 2024 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2024 Bonds, in a par amount of \$4,140,000 shall bear such rates of interest and maturity as shown on **Exhibit C** attached hereto. The final payment on the Series 2024 Bonds shall be due on November 1, 2054. The sources and uses of funds of the Series 2024 Bonds shall be as set forth in **Exhibit D**. The debt service due on the Series 2024 Bonds is set forth on **Exhibit E** attached hereto. The lien of the special assessments securing the Series 2024 Bonds on all developable, assessable land within Assessment Area One within the District shall be the principal amount due on the Series 2024 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2024 Bonds are secured solely by the lien against lands within 2024 Project within the District.

SECTION 4. ALLOCATION OF ASSESSMENTS SECURING SERIES 2024 BONDS.

(a) The special assessments for the Series 2024 Bonds shall be allocated in accordance with **Exhibit B**, which allocation shall initially be imposed on an ERU basis on the 192 platted lots within the District. The Supplemental Assessment Report is consistent with the District's Master Special Assessment Methodology Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the District's Series 2024 Bonds. The estimated costs of collection of the special assessments for the Series 2024 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the special assessments securing the Series 2024 Bonds includes all developable, assessable land within Assessment Area One within the District, as such land is ultimately defined and set forth in plats or other designations of developable acreage. To the extent land is added to Assessment Area One, the District may, by supplemental resolution, determine such land to be benefited by the Series 2024 Project and reallocate the special assessments securing the Series 2024 Bonds and impose special assessments on the newly added and benefited property.

(c) Taking into account earnings on certain funds and accounts as set forth in the *Master Trust Indenture*, dated March 1, 2024 and *First Supplemental Trust Indenture*, dated March 1, 2024 and by and between the District and U.S. Bank Trust Company, National Association, as trustee, the District shall begin annual collection of special assessments for the Series 2024 Bonds debt service payments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit E**.

(d) The District hereby certifies the special assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Polk County and Florida law for collection. The District Manager shall prepare or cause to be prepared each year a tax roll for purposes of effecting the collection of the special assessments and present same to the District Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect any prepayments of debt as and when due and to collect special assessments on unplatted property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service on the Series 2024 Bonds.

SECTION 5. APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolution 2023-29, there may be required from time to time certain True-Up payments. As lands are replatted within Assessment Area One, the special assessments securing the Series 2024 Bonds shall be allocated to the replatted lands as set forth in Resolution 2023-29, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the True-Up process set forth in Section 9 of Resolution 2023-29. The True-Up calculations will be made in accordance with the process set forth in the Supplemental Assessment Report and be paid upon final platting of all units securing the Series 2024 Bonds. The District shall apply all True-Up payments related to the Series 2024 Bonds only to the credit of the Series 2024 Bonds. All True-Up payments, as well as all other prepayments of assessments, shall be deposited into the accounts specified in the First Supplemental Indenture governing the Series 2024 Bonds.

SECTION 6. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the District in the District's Improvement Lien Book. The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 7. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2023-29, which remains in full force and effect. This Resolution and Resolution 2023-29 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 8. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Supplemental Notice of Series 2024 Special Assessments securing the Series 2024 Bonds in the Official Records of Polk County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 9. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 10. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Signatures on Next Page]

APPROVED and **ADOPTED** this 21st day of March 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024

Exhibit B: *First Supplemental Special Assessment Methodology Report, Series 2024 Bonds*,
dated March 15, 2024

Exhibit C: Maturities and Coupon of Series 2024 Bonds

Exhibit D: Sources and Uses of Funds for Series 2024 Bonds

Exhibit E: Annual Debt Service Payment Due on Series 2024 Bonds

Exhibit A

Supplemental Engineer's Report – Phase 1, dated February 15, 2024

Exhibit B

First Supplemental Special Assessment Methodology Report, Series 2024 Bonds, dated March
15, 2024

Exhibit C

Maturities and Coupon of Series 2024 Bonds

Springs at Lake Alfred Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2031	485,000	4.375%	4.375%	100.000
Term 2:	05/01/2044	1,505,000	5.250%	5.250%	100.000
Term 3:	05/01/2054	2,150,000	5.600%	5.600%	100.000
		4,140,000			

Dated Date	03/28/2024	
Delivery Date	03/28/2024	
First Coupon	11/01/2024	
Par Amount	4,140,000.00	
Original Issue Discount		
Production	4,140,000.00	100.000000%
Underwriter's Discount	-82,800.00	-2.000000%
Purchase Price	4,057,200.00	98.000000%
Accrued Interest		
Net Proceeds	4,057,200.00	

Exhibit D

Sources and Uses of Funds for Series 2024 Bonds

Springs at Lake Alfred Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Sources:

Bond Proceeds:	
Par Amount	4,140,000.00
	<u>4,140,000.00</u>
	<u><u>4,140,000.00</u></u>

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	141,293.75
Capitalized Interest Fund (thru 11/1/2024)	<u>130,540.16</u>
	271,833.91
Delivery Date Expenses:	
Cost of Issuance	189,255.00
Underwriter's Discount	<u>82,800.00</u>
	272,055.00
Other Uses of Funds:	
Construction Fund	3,596,111.09
	<u>4,140,000.00</u>
	<u><u>4,140,000.00</u></u>

Exhibit E

Annual Debt Service Payment Due on Series 2024 Bonds

Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2024			130,540.16	130,540.16	130,540.16
05/01/2025	60,000	4.375%	110,315.63	170,315.63	
11/01/2025			109,003.13	109,003.13	279,318.76
05/01/2026	65,000	4.375%	109,003.13	174,003.13	
11/01/2026			107,581.25	107,581.25	281,584.38
05/01/2027	65,000	4.375%	107,581.25	172,581.25	
11/01/2027			106,159.38	106,159.38	278,740.63
05/01/2028	70,000	4.375%	106,159.38	176,159.38	
11/01/2028			104,628.13	104,628.13	280,787.51
05/01/2029	70,000	4.375%	104,628.13	174,628.13	
11/01/2029			103,096.88	103,096.88	277,725.01
05/01/2030	75,000	4.375%	103,096.88	178,096.88	
11/01/2030			101,456.25	101,456.25	279,553.13
05/01/2031	80,000	4.375%	101,456.25	181,456.25	
11/01/2031			99,706.25	99,706.25	281,162.50
05/01/2032	85,000	5.250%	99,706.25	184,706.25	
11/01/2032			97,475.00	97,475.00	282,181.25
05/01/2033	90,000	5.250%	97,475.00	187,475.00	
11/01/2033			95,112.50	95,112.50	282,587.50
05/01/2034	90,000	5.250%	95,112.50	185,112.50	
11/01/2034			92,750.00	92,750.00	277,862.50
05/01/2035	95,000	5.250%	92,750.00	187,750.00	
11/01/2035			90,256.25	90,256.25	278,006.25
05/01/2036	100,000	5.250%	90,256.25	190,256.25	
11/01/2036			87,631.25	87,631.25	277,887.50
05/01/2037	105,000	5.250%	87,631.25	192,631.25	
11/01/2037			84,875.00	84,875.00	277,506.25
05/01/2038	115,000	5.250%	84,875.00	199,875.00	
11/01/2038			81,856.25	81,856.25	281,731.25
05/01/2039	120,000	5.250%	81,856.25	201,856.25	
11/01/2039			78,706.25	78,706.25	280,562.50
05/01/2040	125,000	5.250%	78,706.25	203,706.25	
11/01/2040			75,425.00	75,425.00	279,131.25
05/01/2041	135,000	5.250%	75,425.00	210,425.00	
11/01/2041			71,881.25	71,881.25	282,306.25
05/01/2042	140,000	5.250%	71,881.25	211,881.25	
11/01/2042			68,206.25	68,206.25	280,087.50
05/01/2043	150,000	5.250%	68,206.25	218,206.25	
11/01/2043			64,268.75	64,268.75	282,475.00
05/01/2044	155,000	5.250%	64,268.75	219,268.75	
11/01/2044			60,200.00	60,200.00	279,468.75
05/01/2045	165,000	5.600%	60,200.00	225,200.00	
11/01/2045			55,580.00	55,580.00	280,780.00
05/01/2046	175,000	5.600%	55,580.00	230,580.00	
11/01/2046			50,680.00	50,680.00	281,260.00
05/01/2047	185,000	5.600%	50,680.00	235,680.00	
11/01/2047			45,500.00	45,500.00	281,180.00
05/01/2048	195,000	5.600%	45,500.00	240,500.00	
11/01/2048			40,040.00	40,040.00	280,540.00
05/01/2049	205,000	5.600%	40,040.00	245,040.00	
11/01/2049			34,300.00	34,300.00	279,340.00
05/01/2050	220,000	5.600%	34,300.00	254,300.00	
11/01/2050			28,140.00	28,140.00	282,440.00
05/01/2051	230,000	5.600%	28,140.00	258,140.00	
11/01/2051			21,700.00	21,700.00	279,840.00

Springs at Lake Alfred Community Development District
Special Assessment Bonds, Series 2024 (Assessment Area One Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2052	245,000	5.600%	21,700.00	266,700.00	
11/01/2052			14,840.00	14,840.00	281,540.00
05/01/2053	260,000	5.600%	14,840.00	274,840.00	
11/01/2053			7,560.00	7,560.00	282,400.00
05/01/2054	270,000	5.600%	7,560.00	277,560.00	
11/01/2054					277,560.00
	4,140,000		4,398,085.83	8,538,085.83	8,538,085.83

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

6A

**AGREEMENT BETWEEN THE SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT AND MERITAGE HOMES OF FLORIDA, INC.
REGARDING THE COMPLETION OF CERTAIN IMPROVEMENTS**

(ASSESSMENT AREA ONE PROJECT)

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of ____ 2024, by and between:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in the City of Lake Alfred, Polk County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation, and owner of lands within the boundaries of the District, whose address is 18655 North Claret Drive, Scottsdale, Arizona 85255, its successors and assigns (the “**Developer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to roadways, stormwater management improvements, water and sewer facilities, irrigation facilities, landscape, lighting, signage, furnishings and entry features, and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Developer is the owner and developer of the lands within Assessment Area One within the District (the “**Development**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities and services within the Development (the “**Improvements**”) as described in that certain *Supplemental Engineer’s Report – Phase 1*, dated February 15, 2024, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the “**Engineer’s Report**”); and

WHEREAS, the District has imposed special assessments on the property within the Development to secure financing for the construction and/or acquisition of a portion of the infrastructure improvements described in **Exhibit A**; and

Springs at Lake Alfred CDD- Completion Agreement (Assessment Area One- Series 2024 Bonds)

WHEREAS, the District intends to finance a portion of the Improvements through the use of proceeds from the sale of its \$ [REDACTED] aggregate principal amount of Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the “**Series 2024 Bonds**”); and

WHEREAS, in order to ensure that the Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer and the District hereby agree that the District will be obligated to issue no more than \$ [REDACTED] in bonds to fund the Improvements and the Developer will make provision for any additional funds that may be needed in the future for the completion of the public and private infrastructure improvements necessary to serve the Development over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the District and the Developer agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated by reference as a material part of this Agreement.

SECTION 2. COMPLETION OF IMPROVEMENTS. The Developer and the District agree and acknowledge that the District’s Series 2024 Bonds will provide only a portion of the funds necessary to complete the Improvements. In the event that the cost of the Improvements is such that the construction funds available from the Series 2024 Bonds proceeds are insufficient to complete the Improvements, the Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded (as well as any public and private infrastructure improvements necessary for the development of lands securing the Series 2024 Bonds) and also including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and the Developer hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

A. When all or any portion of the Remaining Improvements are the subject of a District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

B. When any portion of the Remaining Improvements is not the subject of a District contract, the Developer may choose to: (1) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements; or (2) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case, to a formal determination by the District's Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District's best interests.

SECTION 3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

A. The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the scope of the Improvements shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes, which amendment shall require the prior written consent of the trustee for the Series 2024 Bonds (the "**Trustee**") acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding.

B. The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

C. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon the following: (1) the issuance of \$_____ par amount of Series 2024 Bonds and use of the proceeds thereof to fund a portion of the Improvements; and (2) the scope, configuration, size and/or composition of the Improvements not materially changing without the consent of the Developer. Such consent is not necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Improvements are materially changed in response to a requirement imposed by a regulatory agency.

SECTION 4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Except as expressly set forth herein, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly

set forth herein, nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the Trustee and the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding for material modifications.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Springs at Lake Alfred
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Meritage Homes of Florida, Inc.
18655 North Claret Drive
Scottsdale, Arizona 85255
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the

Springs at Lake Alfred CDD- Completion Agreement (Assessment Area One- Series 2024 Bonds)

place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 9. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

SECTION 10. THIRD PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2024 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 11. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee and the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding.

SECTION 12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 13. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Developer.

SECTION 14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

SECTION 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 16. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Martha Schiffer, Chairperson

WITNESS:

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation

Witness (Print Name)

By: _____

Its: _____

Exhibit A: *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

6B

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

Lindsay C. Whelan
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL
ASSESSMENTS FOR SPECIAL ASSESSMENT BONDS**

(ASSESSMENT AREA ONE)

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of ____, 2024, by and between:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in the City of Lake Alfred, Polk County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation and owner of lands within the boundaries of the District, whose address is 18655 North Claret Drive, Scottsdale, Arizona 85255, its successors and assigns (the “**Landowner**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the real property within Assessment Area One of the District is more particularly described on **Exhibit A** (the “**Lands**”), which is attached hereto and incorporated herein, which will be developed by the Landowner (the “**Development**”); and

WHEREAS, pursuant to the Act, the District is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Landowner is the owner of the Lands within the boundaries of the District; and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and

services within the Development (the “**Improvements**”) as described in that certain *First Supplemental Engineer’s Report*, dated February 15, 2024 (the “**Engineer’s Report**”); and

WHEREAS, the District intends to finance a portion of the Improvements through the issuance of its Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One), in the aggregate principal amount of \$ [REDACTED] (the “**Series 2024 Bonds**”); and

WHEREAS, pursuant to Resolutions 2023-25, 2023-29, and 2024-[REDACTED] (the “**Assessment Resolutions**”), the District has imposed special assessments (the “**Series 2024 Assessments**”) on the Lands to secure the repayment of the Series 2024 Bonds; and

WHEREAS, Landowner agrees that all Lands, including Landowner’s property, benefit from the timely design, construction, and/or acquisition of the Improvements; and

WHEREAS, Landowner agrees that the Series 2024 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Lands upon which the Series 2024 Assessments are imposed; and

WHEREAS, to the extent permitted by law, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2024 Assessments on the Lands; and

WHEREAS, the District’s *Master Special Assessment Methodology Report*, dated January 12, 2023, as supplemented by that certain *First Supplemental Special Assessment Methodology Report, Series 2024 Bonds*, dated [REDACTED], 2024 (collectively, the “**Assessment Report**”), provides that as the Lands are platted, the allocation of the amounts assessed to and constituting a lien upon the Lands would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the Lands, which assumptions were provided by Landowner; and

WHEREAS, Landowner intends that the Lands will be developed based on then-existing market conditions, and the actual densities developed may be greater or lesser than the densities assumed in the District’s Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of certain plats for a parcel or tract, as described in the District’s Assessment Report (which payments shall collectively be referred to as the “**True-Up Payment**”); and

WHEREAS, Landowner and the District desire to enter into an agreement to confirm Landowner’s intention and obligation to make the True-Up Payment, if required, relative to the Series 2024 Assessments, subject to the terms and conditions contained herein.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. The Assessment Resolutions have been duly adopted by the District. The Series 2024 Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, city, district, and municipal taxes, and superior in dignity to all other non-federal liens, titles, and claims. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2024 Assessments.

SECTION 3. COVENANT TO PAY. Landowner agrees and covenants to timely pay all such Series 2024 Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable property owned by Landowner, whether the Series 2024 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowner further agrees that to the extent Landowner fails to timely pay all Series 2024 Assessments collected directly by the District, said unpaid Series 2024 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to Series 2024 Assessments. As of the date of the execution of this Agreement, Landowner has informed the District that it plans to provide for the development of a sufficient number of single-family units to absorb the 172.60 Equivalent Residential Units (“ERUs”) as contemplated by the Assessment Report (hereinafter, collectively referred to as the “Units”) over the approximately 78.18 developable acres comprising the Lands.

B. Process for Reallocation of Assessments. The Series 2024 Assessments will initially be imposed on an ERU basis on the 192 platted lots within the District. At such time as the Lands are to be subject to a replat, the Landowner covenants that such document(s) shall be presented to the District and the District shall allocate the Series 2024 Assessments to those units that are to be subject to the replat and the remaining acreage in accordance with the District’s Assessment Report and shall cause such reallocation to be recorded in the District’s Improvement Lien Book.

i. It is an express condition of the lien established by the Assessment Resolutions that at the time of recording of any and all replats containing any portion of the lands within the Lands, as the District’s boundaries may be amended from time to time, that such document(s) shall be presented to the District for review and allocation of the Series 2024 Assessments to the Units to be subject to replat, and the remaining property in accordance with the District’s Assessment Report (hereinafter referred to as the “Reallocation”). Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The parties agree that no further action by the Board of Supervisors shall be required. The District’s review of the replat shall be limited solely to the Reallocation of

the Series 2024 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District.

ii. At such time as a replat is presented to the District, the following provisions shall apply. Commencing on that date and reoccurring at each time that a replat is presented to the District (each such date being a "**True-Up Date**"), the District shall determine if the debt per acre remaining on the unplatted developable land is greater than the debt per acre at the time of imposition of the Series 2024 Assessments and if it is, or that the remaining unplatted developable land is not entitled to support the remaining unassigned debt, a True-Up Payment in the amount of such excess shall become due and payable by the Landowner that tax year, in addition to the regular Series 2024 Assessments installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2024 Bonds. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Series 2024 Bonds, the Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

iii. The foregoing is based on the District's understanding with the Landowner that it will provide for the development of a total of sufficient residential units to absorb the 172.60 ERUs within the Lands as identified in the Assessment Report. However, the District agrees that nothing herein prohibits more or less than the currently planned ERUs from being developed. In no event shall the District collect Series 2024 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Improvements, including all costs of financing and interest; provided, however, that the District may collect Series 2024 Assessments in excess of the annual debt service related to the Improvements, including all costs of financing and interest, which shall be applied to prepay the Series 2024 Bonds. If the strict application of the True-Up methodology to any reallocation pursuant to this paragraph would result in Series 2024 Assessments collected in excess of the District's total debt service obligation for the Improvements, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2024 Assessments.

iv. The Landowner acknowledges and agrees that a True-Up Payment shall be required if any portion of the Lands upon which the Series 2024 Assessments are allocated is transferred to a government entity, which entity has not consented to the assumption of the Series 2024 Assessments. Notwithstanding anything to the contrary, the Landowner shall not be required to make True-Up Payments for any portion of the Lands that have been conveyed to the District by the Landowner by any foreclosure or deed in lieu thereof.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay and to abide by the requirements of the Series 2024 Assessments, including the making of the True-Up Payment, as set forth in the Assessment

Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding special, consequential and punitive damages.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be mailed by First Class Mail, postage prepaid, delivered by overnight delivery service, or telecopied or hand delivered to the parties, as follows:

A. If to the District: Springs at Lake Alfred
Community Development
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Landowner: Meritage Homes of Florida, Inc.
18655 North Claret Drive
Scottsdale, Arizona 85255
Attn: _____

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 8. ASSIGNMENT.

A. Landowner may not assign their True-Up obligations under this Agreement except in accordance with the terms of Section 8(B) below. This Agreement shall constitute a covenant

running with title to the Lands, binding upon Landowner and its successors and assigns as to the Lands or portions thereof, and any transferee of any portion of the Lands except as noted below.

B. Landowner shall not transfer any portion of the Lands to any third party without satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager as a condition to such transfer (the “**Transfer Condition**”). A third party acquiring any portion of the Lands shall automatically be bound by this Agreement and assume Landowner’s True-Up obligation under this Agreement with respect to such lands. Such a transferee shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the Lands so transferred. Any transfer that is consummated pursuant to this Section 8(B) shall operate as a release of Landowner from its obligations under this Agreement as to such portion of the Lands transferred and only arising from and after the date of such transfer and payment of any True-Up Payment due pursuant to the Transfer Condition. Nothing herein shall apply to transfers of Lands exempt from assessments to Polk County, the District, a municipality, other governmental agencies or a homeowner association created to serve any portion of the project. Furthermore, notwithstanding anything herein to the contrary, residential platted units sold to end users shall be automatically released from any and all true up obligations under this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the Series 2024 Bonds (the “**Trustee**”), acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding for material modifications.

SECTION 10. TERMINATION. This Agreement shall continue in effect until the earlier of: (1) the entirety of the Lands being developed and subject to a final plat and the District’s receipt of payment of any associated True-Up Payments; or (2) the payment in full of all outstanding Series 2024 Bonds.

SECTION 11. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the parties as an arms’ length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing, the Trustee, on behalf of the holders of the Series 2024 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and

shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2024 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[Signatures on Next Page]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

WITNESSES:

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT
DISTRICT**

Printed name:_____

Martha Schiffer, Chairperson

Address

City, State, Zip

Printed name:_____

Address

City, State, Zip

**STATE OF FLORIDA
COUNTY OF _____**

The foregoing instrument was acknowledged before me means of ☐ physical presence or ☐ online notarization this ____ day of ____ 2024, by Martha Schiffer, as Chairperson of the Board of Supervisors of the Springs at Lake Alfred Community Development District, for and on behalf of the District. She ☐ is personally known to me or ☐ produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

MERITAGE HOMES OF FLORIDA, INC.,
a Florida corporation

Printed Name: _____

By: _____
Name: _____
Its: _____

Address

City, State, Zip

Printed Name: _____

Address

City, State, Zip

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____ 2024, by _____, as _____ of Meritage Homes of Florida, Inc., a Florida corporation, for and on behalf of said entity, who is [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Exhibit A

Description of Assessment Area One

Lots 1-192 as identified on the plat entitled “SPRINGS AT LAKE ALFRED PHASE 1” and recorded in the Official Records of Polk County, Florida at beginning on Plat Book 202, Page 22.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

6C

**AGREEMENT BETWEEN THE SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT AND MERITAGE HOMES OF FLORIDA, INC.
REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT,
INFRASTRUCTURE, AND REAL PROPERTY**

(ASSESSMENT AREA ONE PROJECT)

THIS AGREEMENT (the “**Agreement**”) is made and entered into as of this ____ day of ____ 2024 by and between:

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in the City of Lake Alfred, Polk County, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “**District**”); and

MERITAGE HOMES OF FLORIDA, INC., a Florida corporation and owner of lands within the boundaries of the District, whose address is 18655 North Claret Drive, Scottsdale, Arizona 85255, its successors and assigns (the “**Developer**” together with the District, the “**Parties**”).

RECITALS

WHEREAS, the District was established for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain public infrastructure, including roadways, stormwater management improvements, water and sewer facilities, irrigation facilities, landscape, lighting, signage, furnishings and entry features, and other infrastructure improvements; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements and facilities (the “**Improvements**”) as generally identified in the *Supplemental Engineer’s Report – Phase 1*, dated February 15, 2024 (“**Engineer’s Report**”), attached hereto as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the Improvements through the anticipated issuance of special assessment bonds in one or more series (the “**Bonds**”); and

WHEREAS, because the Bonds have not yet been issued, the District has not had sufficient monies on hand to allow the District to fund the cost of preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the Improvements (the “**Work Product**”); and

WHEREAS, the District acknowledges the Developer’s need to have the Improvements constructed in an expeditious and timely manner in order to develop the lands within the District’s boundaries (the “**Development**”); and

WHEREAS, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the Improvements described in **Exhibit A** until such time as the District has closed on the sale of the Bonds; and

WHEREAS, in order to avoid a delay in the commencement of the construction of the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain work to enable the District to expeditiously provide the Improvements; and

WHEREAS, the District desires to commence either the purchase of certain portions of the Work Product and the Improvements, or the acceptance of the assignment of certain agreements regarding the same; and

WHEREAS, in conjunction with the acquisition of the Work Product and/or Improvements, the Developer desires to convey to the District interests in real property sufficient to allow the District to own, operate, maintain, acquire, construct, or install the Improvements, if any such conveyances are appropriate, and such conveyances shall be in fee simple, perpetual easement, or other interest as may be in the best interests of the District (the “**Real Property**”); and

WHEREAS, the Developer and the District desire to enter into this Agreement to set forth the process by which the District may acquire the Work Product, Improvements, and/or Real Property.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

SECTION 2. WORK PRODUCT. The District agrees to pay the actual reasonable cost incurred by the Developer in preparation of the Work Product in accordance with the provisions of this Agreement. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The Parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date as the Parties may jointly agree upon (each, an “**Acquisition Date**”). The Parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (the “**Board**”) the total actual amount of cost, which, in the District Engineer’s sole opinion, is reasonable for the Work Product. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the trustee (“**Trustee**”) for the Bonds. In the event that the Developer disputes the District Engineer’s opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such

dispute. If the Parties are unable to resolve any such dispute, the Parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the Parties. Such decision by a third-party engineer shall be set forth in an Engineer's Affidavit which shall accompany the requisition for the funds from the Trustee. The Parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction and/or acquisition of the Improvements.

A. The Developer agrees to convey to the District, and solely to the extent permitted by the terms of the Work Product, the Work Product upon payment of the sums determined to be reasonable by the District Engineer and approved by the District's Board pursuant to and as set forth in this Agreement.

B. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided, however, that the District agrees and acknowledges that the Developer shall retain the right, title and interest to use the Work Product, and the District shall grant the Developer a license to use the Work Product to the extent reasonably required by the Developer in connection with the ownership, construction, development, and management of the Development or other lands owned by Developer to which such Work Product pertains. To the extent determined necessary by the District, the Developer shall use commercially reasonable efforts to obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services.

C. Except as otherwise separately agreed by the Parties with respect to any particular acquisition of Work Product, and without intending to modify any of the other terms of this Agreement, any conveyance of Work Product shall be on an "AS-IS" basis, and without any representation or warranty from the Developer to the District in respect thereto.

D. The Developer agrees to make reasonable good faith efforts, but without imposing any requirement on Developer to pay for additional warranty rights on behalf of the District, to provide or cause to be provided to the District, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the Parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report.

E. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

SECTION 3. IMPROVEMENTS. The Developer has and will expend certain funds on behalf of the District relating to the Improvements. The District agrees to acquire or otherwise reimburse the Developer for those portions of the Improvements which have been commenced prior to the issuance of the Bonds or completed. When a portion of the Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as special warranty bills of sale or such other instruments as may be reasonably requested by the District; and (iii) any other releases, indemnifications, or documentation as may be reasonably requested by the District. Any real property interests necessary for the functioning of the Improvements to be acquired or conveyed under this paragraph shall be reviewed and conveyed, at no cost to the District, in accordance with the provisions of Section 5 herein. The District Engineer in consultation with District Counsel shall determine in writing whether the infrastructure to be conveyed is a part of the Improvements contemplated by the Engineer's Report, and if so, shall provide Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process described in Section 2 above. The District Manager shall determine whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the improvement.

A. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds, or easements, etc.) shall be to the reasonable satisfaction of the District. If any item acquired is to be conveyed to a third-party governmental entity, then the Developer agrees to cooperate and provide such certifications, warranties, representations, or other items as may be required by that governmental entity, if any.

B. The District Engineer shall certify as to the actual cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable cost of the improvement, whichever is less, as determined by the District Engineer.

C. The Developer agrees to cooperate in the transfer of any permits to the District or another governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

D. Nothing herein shall require the District to accept any Work Product and/or Improvements unless the District Engineer, in his or her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are as set forth in the

Engineer's Report; (ii) the price for such Work Product and/or Improvements is equal to (a) the cost actually paid to develop and/or install the Work Product and/or Improvements by the Developer and (b) the reasonable fair market value of the Work Product and/or Improvements, whichever is less; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

SECTION 4. ASSIGNMENT OF CONTRACTS. The District accepts the assignment of certain contracts. Such acceptance is predicated upon: (i) each contractor providing a bond in the form and manner required by section 255.05, *Florida Statutes*, or the Developer providing adequate alternative security in compliance with section 255.05, *Florida Statutes*, if required; and (ii) receipt by the District of a release from each general contractor acknowledging each assignment and the validity thereof, acknowledging the furnishing of the bond or other security required by section 255.05, *Florida Statutes*, if any, and waiving any and all claims against the District arising as a result of or connected with such assignment. Until such time as the Bonds are actually issued, the Developer agrees to provide such funds as are needed by the District to make all payments for any such assigned contracts when and as needed by the District.

SECTION 5. CONVEYANCE OF REAL PROPERTY.

A. Conveyance. In the event that real property interests are to be conveyed by the Developer and acquired by the District in connection with the acquisition of the Improvements, and as mutually agreed upon by the District and the Developer, then in such event, the Developer agrees that it will convey to the District at or prior to the Acquisition Date by a special warranty deed, or non-exclusive easement, as reasonably acceptable to the District together with a metes and bounds or other legal description, the Real Property upon which the Improvements are constructed or which are necessary for the operation and maintenance of, and access to the Improvements. The Parties agree that in no event shall the purchase price for the Real Property, if any, exceed the lesser of the actual cost to the Developer or the value of an appraisal obtained by the District for this purpose. The Parties agree that the purchase price shall not include amounts attributable to the value of improvements on the Real Property and other improvements serving the Real Property that have been, or will be, funded by the District. The District may determine in its reasonable discretion that fee title is not necessary and, in such cases, shall accept such other interest in the lands upon which the Improvements are constructed as the District deems reasonably acceptable. Such special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such

area for any related purposes (including, but not limited to, construction traffic relating to the construction of the development) not inconsistent with the District's use, occupation or enjoyment thereof. The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys said lands to the District. At the time of conveyance, the District may require, at Developer's expense, an owner's title insurance policy in a form satisfactory to the District. In the event the title search reveals exceptions to title which render title unmarketable or which, in the District's reasonable discretion, would materially interfere with the District's use of such lands, the District shall not be required to accept such conveyance of Real Property and/or any related Improvements or Work Product.

B. Boundary or Other Adjustments. Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary and approved by both Parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership; provided, however, that such future boundary adjustments shall not affect the ability of the Developer to have the lots developed. The party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs.

SECTION 6. TAXES, ASSESSMENTS, AND COSTS.

A. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Polk County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

B. Notice. The Parties agree to provide notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or

costs imposed on the property acquired by the District as described in Subsection A above. The Developer covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

C. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the Parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

SECTION 7. ACQUISITION IN ADVANCE OF RECEIPT OF PROCEEDS. The District and Developer hereby agree that an acquisition by the District may be completed prior to the District obtaining proceeds from the Bonds ("**Prior Acquisitions**"). The District agrees to pursue the issuance of the Bonds in good faith and, within thirty (30) days from the issuance of such Bonds, to make payment for any Prior Acquisitions completed pursuant to the terms of this Agreement; provided, however, that in the event Bond Counsel determines that any such Prior Acquisitions are not properly compensable for any reason, including, but not limited to, federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such Prior Acquisitions. Interest shall not accrue on the amounts owed for any Prior Acquisitions. In the event the District does not or cannot issue the Bonds within five (5) years from the date of this Agreement, and, thus does not make payment to the Developer for the Prior Acquisitions, the Parties agree that the District shall have no reimbursement obligation whatsoever. The Developer acknowledges that the District intends to convey some or all of the Improvements to the Polk County and consents to the District's conveyance of such improvements prior to payment for any Prior Acquisitions.

SECTION 8. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance, but excluding special, consequential or punitive damages.

SECTION 9. INDEMNIFICATION. For all actions or activities which occur prior to the date of the acquisition of the relevant Real Property, Improvement or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, the use by the Developer, its officers, agents, employees, invitees or affiliates, of the Real Property, Improvement, or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a

default by the District under this Agreement or the use of such Real Property, Improvement or Work Product by the District, its engineers, employees, contractors, or such persons' or entities' negligence.

SECTION 10. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 11. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the District and the Developer relating to the subject matter of this Agreement.

SECTION 12. AMENDMENTS. This Agreement shall constitute the entire agreement between the Parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all Parties, and with the prior written consent of the Trustee and the holders owning a majority of the aggregate principal amount of the Bonds then outstanding for material modifications.

SECTION 13. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 14. NOTICES. All notices, requests, consents, and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

A. If to the District: Springs at Lake Alfred
Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

B. If to Developer: Meritage Homes of Florida, Inc.
18655 North Claret Drive
Scottsdale, Arizona 85255
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth in this Agreement.

SECTION 15. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

SECTION 16. THIRD PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, nothing in this paragraph shall be construed as impairing or modifying the rights of any holders of Bonds (the "**Bondholders**") issued by the District for the purpose of acquiring any Work Product, Improvements and/or Real Property. Also notwithstanding anything herein to the contrary, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders of a majority of the aggregate principal amount of the Bonds then outstanding, be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 17. ASSIGNMENT. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld, and the Trustee and Bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding. Such consent shall not be required in the event of a sale of the majority of the Development then-owned by the Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Developer under this Agreement. Upon the merger, amendment, or name change of the District, the Agreement will be assumed by operation of law by the District's successor in interest and no consent to such assumption shall be required.

SECTION 18. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Polk County, Florida.

SECTION 19. EFFECTIVE DATE. This Agreement shall be effective upon its execution by the District and the Developer.

SECTION 20. TERMINATION. This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the date of this Agreement.

SECTION 21. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

SECTION 22. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 23. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 24. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 25. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on Next Page]

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

Attest:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Martha Schiffer, Chairperson

MERITAGE HOMES OF FLORIDA, INC., a Florida
corporation

_____ By: _____

_____ Its: _____
Witness (Print Name)

Exhibit A: *Supplemental Engineer's Report – Phase 1*, dated February 15, 2024

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

7A

LOCALiQ

The Gainesville Sun | The Ledger
Daily Commercial | Ocala StarBanner
News Chief | Herald-Tribune

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Springs at Lake Alfred CDD
Springs at Lake Alfred 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 Coordinator of The Ledger-News Chief, published in Polk County, Florida; that the attached copy of advertisement, being a Public Notices, was published on the publicly accessible website of Polk County, Florida, or in a newspaper by print in the issues of, on:

02/14/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 02/14/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$593.96

Order No: 9839695

Customer No: 885008

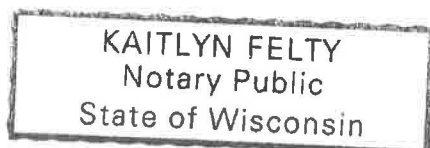
PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.



REQUEST FOR
QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE SPRINGS AT LAKE
ALFRED COMMUNITY
DEVELOPMENT DISTRICT
RFQ for Engineering Services

The Springs at Lake Alfred Community Development District ("District"), located in the City of Lake Alfred, Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, Florida Statutes. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Polk County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on February 29, 2024 by email to gillyard@whhassociates.com ("District Manager's Office").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

2/14/2024

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

7B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Springs at Lake Alfred Community Development District ("**District**"), located in the City of Lake Alfred, Polk County, Florida, announces that professional engineering services will be required on a continuing basis for the District's stormwater systems, and other public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in Polk County, Florida; e) the geographic location of the Applicant's headquarters and offices; f) the current and projected workloads of the Applicant; and g) the volume of work previously awarded to the Applicant by the District. Further, each Applicant must identify the specific individual affiliated with the Applicant who would be handling District meetings, construction services, and other engineering tasks.

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on February 29, 2024 by email to gillyardd@whhassociates.com ("**District Manager's Office**").

The Board shall select and rank the Applicants using the requirements set forth in the CCNA and the evaluation criteria on file with the District Manager, and the highest ranked Applicant will be requested to enter into contract negotiations. If an agreement cannot be reached between the District and the highest ranked Applicant, negotiations will cease and begin with the next highest ranked Applicant, and if these negotiations are unsuccessful, will continue to the third highest ranked Applicant.

The District reserves the right to reject any and all Qualification Statements. Additionally, there is no express or implied obligation for the District to reimburse

Applicants for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request.

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00).

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

1) Ability and Adequacy of Professional Personnel (Weight: 25 Points)

Consider the capabilities and experience of key personnel within the firm including certification, training, and education; affiliations and memberships with professional organizations; etc.

2) Consultant's Past Performance (Weight: 25 Points)

Past performance for other Community Development Districts in other contracts; amount of experience on similar projects; character, integrity, reputation, of respondent; etc.

3) Geographic Location (Weight: 20 Points)

Consider the geographic location of the firm's headquarters, offices and personnel in relation to the project.

4) Willingness to Meet Time and Budget Requirements (Weight: 15 Points)

Consider the consultant's ability and desire to meet time and budget requirements including rates, staffing levels and past performance on previous projects; etc.

5) Certified Minority Business Enterprise (Weight: 5 Points)

Consider whether the firm is a Certified Minority Business Enterprise. Award either all eligible points or none.

6) Recent, Current and Projected Workloads (Weight: 5 Points)

Consider the recent, current and projected workloads of the firm.

7) Volume of Work Previously Awarded to Consultant by District (Weight: 5 Points)

Consider the desire to diversify the firms that receive work from the District; etc.

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

7C

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

Springs at Lake Alfred Community Development District

FEBRUARY 29, 2024



SUBMITTED BY

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

SUBMITTED TO

Wrathell, Hunt and Associates, LLC
2300 Glades Road
#410W
Boca, Raton, Florida 33431

.....

February 29, 2024

Wrathell, Hunt and Associates, LLC
2300 Glades Road
#410W
Boca, Raton, Florida 33431

RE: Request for Qualifications for Engineering Services for the Springs at Lake Alfred Community Development District

Dear Mr. Wrathell,

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

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

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, and land development services. Dewberry has 15 office locations and over 300 employees in Florida, allowing us to bring expertise, qualifications, and resources to clients throughout the state. Dewberry's depth of professional resources and expertise touches every aspect of the District's ongoing needs. From 200 acres to close to 10,000 acres, we offer the District a solid team built on past experience to efficiently address the associated scope of work, as well as the added depth of services involving engineering, environmental, surveying, and construction management for a full service approach.

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

Sincerely,



Christopher Allen, PE
Associate, Senior Project Manager



Nicole Stalder, PE, LEED AP
Vice President



SECTION 1: Standard Form 330

ARCHITECT – ENGINEER QUALIFICATIONS

PART I – CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Request for Qualifications for Engineering Services for the Springs at Lake Alfred (Polk County, FL)

2. PUBLIC NOTICE DATE

February 8, 2024

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Christopher Allen, PE, Associate, Senior Project Manager

5. NAME OF FIRM

Dewberry Engineers Inc.

6. TELEPHONE NUMBER

321.354.9739

7. FAX NUMBER

N/A

8. EMAIL ADDRESS

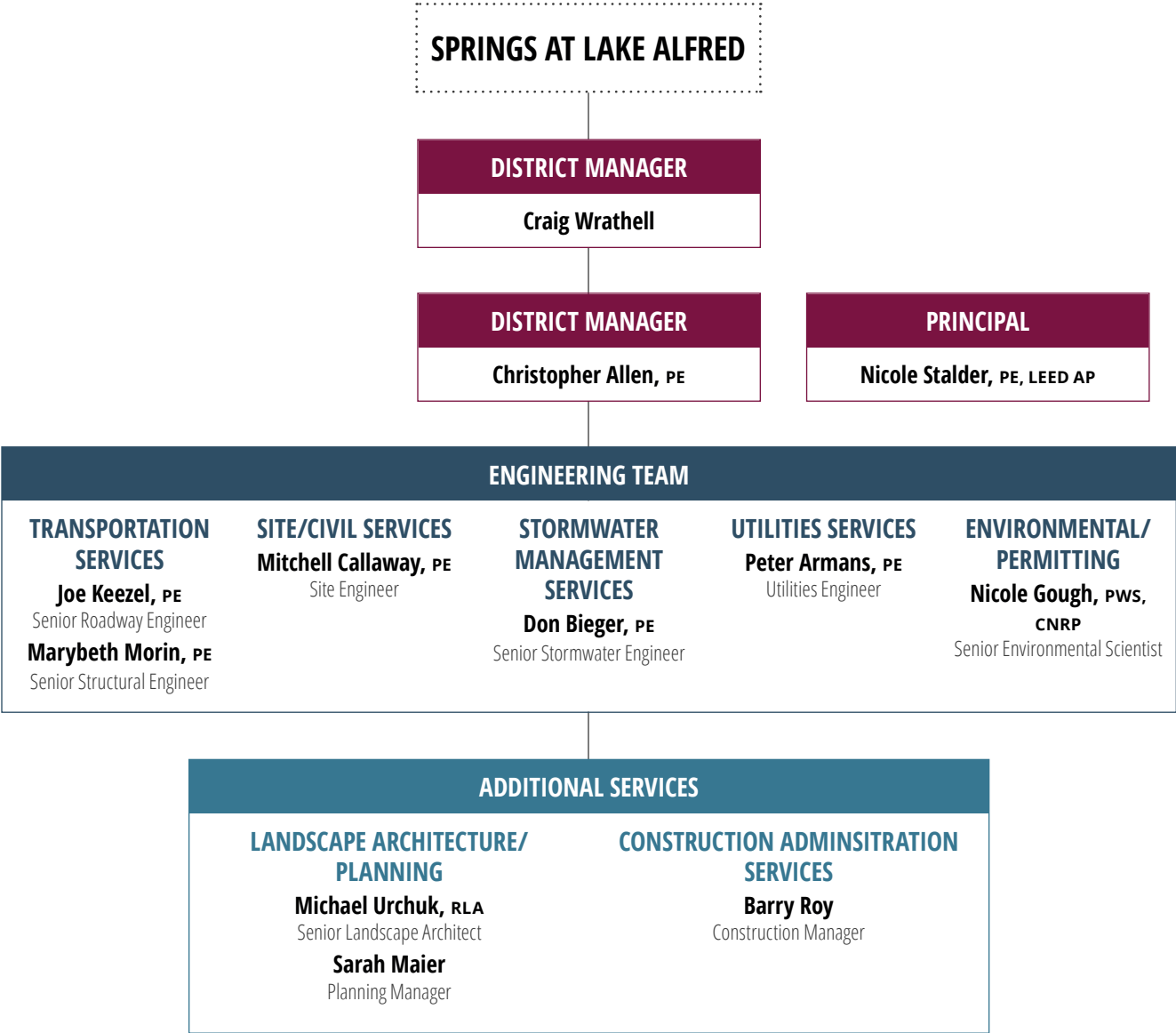
callen@dewberry.com

C. PROPOSED TEAM

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

	(Check)			9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V PARTNER	SUBCONTRACTOR			
a.	☒			Dewberry Engineers Inc.	800 North Magnolia Avenue Suite 1000 Orlando, FL 32803	• Principal • District Engineer • Transportation Lead • Site/Civil Lead • Stormwater Management Lead • Utilities Lead • Environmental/Permitting Lead • Landscape Architecture/Planning Lead • Construction Administration Lead
			☒	CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM



E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Christopher Allen, PE	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 14</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 9</td> </tr> </table>		a. TOTAL 14	b. WITH CURRENT FIRM 9
a. TOTAL 14	b. WITH CURRENT FIRM 9				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BSCE/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL				

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

With 14 years of diverse expertise in public and private land development design, stormwater design and modeling, water distribution, sewer collection design, and project permitting across Florida, Christopher Allen offers a wealth of experience in land development design. His skill set extends to entitlements, land use, zoning, site planning, construction management, and due diligence studies for clients in both the public and private sectors and regularly guides projects from inception all the way to construction closeout.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Harmony on Lake Eloise (City of Winter Haven, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven FL. As District Engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.	☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Fox Branch Ranch CDD (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE District Engineer. Fox Branch Ranch is a 400.97-acre master planned, residential community with 624 residential units located in unincorporated Polk County, FL. As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems; in addition to, master stormwater modeling for the watershed that the Fox Branch Ranch CDD is in for both stormwater management design and FEMA floodplain determination.	☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Osceola Chain of Lakes CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Assistant District Engineer. As District Engineer, Dewberry's services include stormwater management system; water and sewer system, roadway, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.	☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Lancaster Park East (St. Cloud, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) 2019
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, FEMA CLOMR and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.	☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Lake Ashton CDD (Lake Wales, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Site/Civil Engineer. As District Engineer, we've provided numerous services to the Lake Ashton CDD associated with the development of neighborhood environments, including conservation areas (wetlands), retentions ponds and lakes, infrastructure roadways, sewer, water and stormwater and drainage systems, landscaping, golf course and recreational "clubhouse" facilities.	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Stalder, PE, LEED AP	13. ROLE IN THIS CONTRACT Principal	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">22</td> <td style="text-align: center;">22</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	22	22
a. TOTAL	b. WITH CURRENT FIRM						
22	22						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Civil Engineering; BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL; LEED Accredited Professional/US					

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

Nicole Stalder, Vice President with Dewberry, has 22 years of varied experience in public and private design, stormwater design and modeling, water distribution and sewer collection/transmission systems, and project reviews for various agencies. Nicole's diversified background also includes entitlements, land use and zoning, site planning, feasibility studies for both public and private clients, engineering design, construction management, and project reviews for permitting agencies. Nicole is very familiar with the rules and regulations of local governmental agencies, Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), and Water Management Districts.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
District Engineer. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.			
b.	(1) TITLE AND LOCATION (City and State) Osceola Chain of Lakes CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
District Engineer. As District Engineer, Dewberry's services include stormwater management system; water and sewer system, roadway, landscaping, recreational facilities, street lighting, and engineering contract management and inspection services during construction.			
c.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Assistant District Engineer. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.			
d.	(1) TITLE AND LOCATION (City and State) Cascades at Groveland CDD (Groveland, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Previous District Engineer/CDD Engineer. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.			
e.	(1) TITLE AND LOCATION (City and State) Fox Branch Ranch CDD (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Assistant District Engineer. Fox Branch Ranch is a 400.97-acre master planned, residential community with 624 residential units located in unincorporated Polk County, FL. As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems; in addition to, master stormwater modeling for the watershed that the Fox Branch Ranch CDD is in for both stormwater management design and FEMA floodplain determination.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Joe Keezel, PE	13. ROLE IN THIS CONTRACT Senior Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 27	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Environmental Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL	

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

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

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		
b.	(1) TITLE AND LOCATION (City and State) West Villages ID (Sarasota County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. The West Villages Improvement District ("District") is located in the City of North Port and unincorporated Sarasota County, Florida. The District encompasses approximately 8,200 +/- acres of land within the City of North Port and 3,300 +/- acres in unincorporated Sarasota County. The services included earthwork, water and sewer facilities and infrastructure (including water treatment plants and wastewater treatment plants), stormwater management, drainage facilities, infrastructure, roadways, signalization improvements, and parking facilities.		
c.	(1) TITLE AND LOCATION (City and State) Continuing Engineering Services, Roadway Design, FDOT District Five (Multiple Counties, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2020	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Project Manager. Through our continuing services contract with District Five, Dewberry's task work orders included intersection improvements, resurfacing, lighting, signalization, and all tasks associated with highway design projects. Our traffic design services included signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies.		
d.	(1) TITLE AND LOCATION (City and State) General Engineering Consultant, Central Florida Expressway Authority (CFX) (Multiple Counties, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Roadway Engineer. Dewberry currently serves as a general engineering consultant to the CFX. In order to support the delivery of CFX's \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks: bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.		
e.	(1) TITLE AND LOCATION (City and State) Continuing Engineering Services, Volusia County (Volusia County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Transportation Project Manager. Under our continuing services contracts, our services include site/civil engineering, roadway design, trail design, construction administration, environmental/permitting, landscape architecture, signal design, and surveying and mapping.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Marybeth Morin, PE	13. ROLE IN THIS CONTRACT Senior Structural Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL 27</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM 25</td> </tr> </table>		a. TOTAL 27	b. WITH CURRENT FIRM 25
a. TOTAL 27	b. WITH CURRENT FIRM 25				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) 					

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

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2019	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Structural Engineer. Live Oak Lake CDD is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center. Marybeth was responsible for the design and overseeing the construction of the vehicular bridge that crosses the existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. The bridge is a single-span FIB-36 with spread footing, which reduces vibration and cost, MSE walls with concrete drainage ditch, and splash pads for run-off. The bridge utilizes a custom railing with stone veneer, architectural finishes, and custom planters for a high-level aesthetic result.	☒ Check if project performed with current firm	
b.	(1) TITLE AND LOCATION (City and State) Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Structural Engineer. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.	☒ Check if project performed with current firm	
c.	(1) TITLE AND LOCATION (City and State) Wekiva Parkway, Central Florida Expressway (CFX) (Orange County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Structural Engineer. The Wekiva Parkway (SR 429) is an alignment, high-speed, limited access alignment in northwest Orange County. Segment 203 extends from just north of Ponkan Road to north of Kelly Park Road, a distance of approximately 2.2 miles. The project included bridge structures over the Lake Victor floodplain, a future access road, and Kelly Park Road. A partial cloverleaf interchange was provided at Kelly Park Road. The project included modifications to several local arterials and off-site stormwater management facilities.	☒ Check if project performed with current firm	
d.	(1) TITLE AND LOCATION (City and State) Suncoast Parkway 2, Section 2, FDOT Florida Turnpike Enterprise, (Citrus County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2023	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Senior Structural Engineer. This section of the Suncoast Parkway 2 Project was for the design of a new roadway located from south of Grover Cleveland Boulevard to north of CR 486, a distance of approximately 8.5 miles. This alignment project included a major intersection and several county road crossings traversing through heavily wooded areas, borrow pits, and subdivisions. Marybeth was responsible for bridge design and plans production.	☒ Check if project performed with current firm	
e.	(1) TITLE AND LOCATION (City and State) Big Bend Road at I-75 Interchange Design-Build, FDOT D7 (Hillsborough County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2021	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Teamed with Skanska on this \$81M design-build project, which involved the widening and reconstruction of Big Bend Road to a six-lane urban roadway from west of Covington Garden Drive to east of Simmons Loop, realignment and reconstruction of Old Big Bend Road to accommodate new interchange ramp connections with I-75, and construction of a new roundabout at the realigned intersection of Old Big Bend Road and Bullfrog Creek Road.	☒ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Mitchell Callaway, PE	13. ROLE IN THIS CONTRACT Site Engineer	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 6</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 6</td> </tr> </table>		a. TOTAL 6	b. WITH CURRENT FIRM 6
a. TOTAL 6	b. WITH CURRENT FIRM 6				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL				

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

Mitchell has six years of experience in all phases of civil/site development, including the design of grading, utilities, roadways, stormwater management systems, and erosion and sediment control. He regularly researches code requirements, drafts civil construction plans, writes specifications, and obtains permits for residential, commercial, and industrial site development projects. Mitchell has experience permitting large-scale 100-year flood models, FEMA floodplain impacts, and FIRM revisions. He is proficient in SewerGEMS, ICPR, PONDS, WaterGEMS, Microsoft Office, AutoCAD, and Microstation.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
a.	Deer Run CDD (Bunnell, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Site/Civil Engineer. Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services have included attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities; Water and sewer system and facilities; roads, landscaping, recreational facilities and street lighting.		
b.	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Site/Civil Engineer. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
c.	Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Site/Civil Engineer. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
d.	Lakewood Ranch CDDs 1, 2, 4, 5, and 6 (Manatee County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Site/Civil Engineer. As District Engineer, our services include both review and designing of water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Don Bieger, PE	13. ROLE IN THIS CONTRACT Senior Stormwater Engineer	14. YEARS EXPERIENCE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">28</td> <td style="text-align: center;">1</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	28	1
a. TOTAL	b. WITH CURRENT FIRM						
28	1						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Civil Engineering; BS/Business Management; AS/Oceanographic Technology	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL; Stormwater Management Control Inspector/FL						

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

Don is a senior project manager with over 28 years of experience. In this capacity, he is responsible for the company's day-to-day operations for the general civil division for all geographic areas, including revenue and sales growth, expense, cost and margin control, and financial goal management. His project experience ranges from single-family residential development, multi-family complexes, commercial sites, mixed-use development, master planning and entitlements, and institutional projects.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
QA/QC Manager. Twin Lakes is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 through 8 consists of a mix of 50 foot, 70 foot, and duplex units totaling 2,023 units. The outdoor rec space includes bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court and provides walking trails, a boat dock, and a dock for fishing. Dewberry's services include entitlements, planning, surveying, site and civil engineering, roadway design, bridge design, signal design, environmental and permitting, landscape and hardscape design, assistance with the City master upsizing agreements, and construction administration.			
b.	(1) TITLE AND LOCATION (City and State) Springs at Lake Alfred CDD (Polk County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Design Engineer. Responsible for the design, permitting and construction observation for a 690-unit single family home subdivision. Construction plans are developed to acquire permits to construct the subdivision, requiring coordination with the Water Management District, City of Lake Alfred, FDEP, Florida Fish and Wildlife and Polk County. The project is broken down into three phases with individual plans sets and permitting.			
c.	(1) TITLE AND LOCATION (City and State) General Engineering Consulting, CFX (Multiple Counties, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
QA/QC Manager. Dewberry currently serves as a general engineering consultant to CFX. In order to support the delivery of their \$3.2 billion, five-year work plan, the scope of services that Dewberry is performing as the general engineering consultant are categorized into seven tasks, including bond financing support, engineering/design support, planning support, maintenance program support, general planning, work plan support, and multimodal/transit support.			
d.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
		Ongoing	Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm		
Design Engineer. Dowden West is a 736-acre master planned, residential community, consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.			

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Peter Armans, PE	13. ROLE IN THIS CONTRACT Utilities Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)			
16. EDUCATION (Degree and Specialization) BS/Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Engineer/FL; OSHA Construction Safety and Health; Erosion and Sediment Control Certified	

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

Peter Armans has 14 years of experience in the planning, design, rehabilitation, condition assessment, and construction management of water distribution systems, sewer conveyance systems, and stormwater management systems. He provides oversight and review for various inspection technologies and methodologies and has in-depth experience with scoping, budgeting, advertising, and negotiating construction activities and contracts.

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION (City and State) VillaSol CDD (Osceola County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Inspector. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services.		
b.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Inspector. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
c.	(1) TITLE AND LOCATION (City and State) Viera East CDD (Brevard County, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Inspector. Viera has 2,000 single-family units, 900 multi-family units, and over 20,000 square feet of commercial and retail space. With over 600 acres of existing on-site wetlands and lakes, Dewberry permitted the stormwater drainage and wetland modifications of the master stormwater system that consisted of lakes and wetlands to provide storage through the St. Johns River Water Management District (SJRWMD) and Brevard County. Our services include civil engineering, environmental/permitting, planning, surveying, and construction administration.		
d.	(1) TITLE AND LOCATION (City and State) Deer Run CDD (Bunnell, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Inspector. Dewberry serves as the current District Engineer for this +/- 602 acre Master Planned Golf Community with 749 units. Our services include attending monthly District Board meetings, processing of pay requisitions and construction pay applications, and providing general consulting services and input to the Board of Directors. Specific assignments include planning, preparing reports and plans, surveying designs and specifications for water management systems and facilities; Water and sewer system and facilities; roads, landscaping, recreational facilities and street lighting.		
e.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Utility Engineer. Dowden West is a 736-acre master planned residential community, with 1,446 residential units, divided into 10 villages. Our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Nicole Gough, PWS, CNRP	13. ROLE IN THIS CONTRACT Senior Environmental Scientist	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">26</td> <td style="text-align: center;">8</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	26	8
a. TOTAL	b. WITH CURRENT FIRM						
26	8						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Parks and Recreation/Resource Management, Specialization in NPS Level II Law Enforcement	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Professional Wetland Scientist/FL Certified Prescribed Burn Manager/FL; Certified Pesticide Applicator/FL; Certified Stormwater Management Inspector; Railroad Worker's Safety Certified; Federal Red Card						

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

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

19. RELEVANT PROJECTS

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

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Michael Urchuk, RLA	13. ROLE IN THIS CONTRACT Senior Landscape Architect	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 33</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 7</td> </tr> </table>		a. TOTAL 33	b. WITH CURRENT FIRM 7
a. TOTAL 33	b. WITH CURRENT FIRM 7				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Landscape Architecture		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Registered Landscape Architect/FL			

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

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

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	Ongoing	N/A
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50 and 70-foot duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/hardscape design, assistance with the City master upsizing agreements, and construction administration.		
	☒ Check if project performed with current firm		
	VillaSol CDD (Osceola County, FL)	Ongoing	N/A
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As District Engineer, Dewberry's services include stormwater management system design, water and sewer system design, roadway design, landscaping, recreational facilities, street lighting, and inspection services. Dewberry assisted the district in instituting a proactive program for infrastructure inspection and repair to mitigate the rising cost of performing emergency repairs caused by a reactive approach.		
	☒ Check if project performed with current firm		
	Narcoossee CDD (Orlando, FL)	Ongoing	Ongoing
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. The Narcoossee CDD is located in Orange County, Florida, and consists of approximately 416 acres. The project is projected to have 540 single-family units, 860 multi-family units, and 278,000 square feet of retail and office space. Michael worked on the expanding of existing decorative walls along Dowden Roadway, as well as landscaping review.		
	☒ Check if project performed with current firm		
	Lancaster Park East (St. Cloud, FL)	Ongoing	N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. This project consists of 461 single family units and community facilities. Dewberry was tasked with designing and permitting the site layout, stormwater management facilities, utilities, grading, drainage, easement vacations, Federal Emergency Management Agency (FEMA), CLOMR, and LOMR approvals. Dewberry provided planning and entitlements, landscape/hardscape design, site/civil engineering, and construction administration.		
	☒ Check if project performed with current firm		
	Roadway Operations Facility, CFX (Orlando, FL)	Ongoing	N/A
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Landscape Architect. As the General Engineering Consultant to CFX, Dewberry has provided both architectural and civil engineering services for the CFX Roadway Operations Facility. The new facility includes a 6,500 square foot office building, fueling station, small vehicle maintenance bays, warehouse, three enclosed storage buildings totaling 23,000 square feet, and a laydown yard.		
	☒ Check if project performed with current firm		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Sarah Maier	13. ROLE IN THIS CONTRACT Planning Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">a. TOTAL</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">b. WITH CURRENT FIRM</td> </tr> <tr> <td style="text-align: center;">20</td> <td style="text-align: center;">18</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	20	18
a. TOTAL	b. WITH CURRENT FIRM						
20	18						
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)							
16. EDUCATION (Degree and Specialization) BS/Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)							

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

19. RELEVANT PROJECTS							
a.	(1) TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	Ongoing
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	Ongoing					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm							
Project Planner/GIS Technician. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/ hardscape design, assistance with the City master upsizing agreements, and construction administration.							
b.	(1) TITLE AND LOCATION (City and State) Dowden West CDD (Orlando, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">Ongoing</td> <td style="text-align: center;">Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	Ongoing	Ongoing
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	Ongoing	Ongoing					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm							
Project Planner/GIS Technician. Dowden West is a 736-acre master planned residential community consisting of 1,446 residential units and divided into 10 villages. As District Engineer, our services include water distribution, sanitary sewer collection, reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and surveys.							
c.	(1) TITLE AND LOCATION (City and State) Cascades CDD (Groveland, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">2022</td> <td style="text-align: center;">2022</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2022	2022
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	2022	2022					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm							
Project Planner/GIS Technician. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.							
d.	(1) TITLE AND LOCATION (City and State) Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	(2) YEAR COMPLETED <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">PROFESSIONAL SERVICES</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">CONSTRUCTION (If applicable)</td> </tr> <tr> <td style="text-align: center;">2022</td> <td style="text-align: center;">2022</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2022	2022
	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)					
	2022	2022					
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm							
Project Planner/GIS Technician. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. Developed by Hewitt Properties, Inc., the project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. The Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. As the CDD Engineer, our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.							

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Barry Roy	13. ROLE IN THIS CONTRACT Construction Manager	14. YEARS EXPERIENCE <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">a. TOTAL 39</td> <td style="width: 50%; text-align: center;">b. WITH CURRENT FIRM 39</td> </tr> </table>		a. TOTAL 39	b. WITH CURRENT FIRM 39
a. TOTAL 39	b. WITH CURRENT FIRM 39				
15. FIRM NAME AND LOCATION (City and State) Dewberry Engineers Inc. (Orlando, FL)					
16. EDUCATION (Degree and Specialization) BS/Environmental Engineering	17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) N/A				
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)					

Barry is responsible for all construction management and administration activities of the firm. He has more than 35 years of diversified experience in public and private waterworks, sewage, roadway and drainage construction projects. Barry is experienced in the construction of water and wastewater transmission mains, trunk gravity sewers, master pumping stations, stormwater management systems, street drainage systems, roadways and associated structures. He routinely performs cost estimating, construction inspections, value engineering, quality control, construction administration and prepares contract documents and bid packages. He is able to translate this experience into the successful completion of projects.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED	
	Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Manager. Live Oak Lake CDD is a multi-phased active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. Phases 1 – 8 consists of a mix of 50', 70' and duplex units totaling 2,023 units. Dewberry's services include entitlements, planning, surveying, site/civil engineering, roadway design, bridge design, signal design, environmental/permitting, landscape/ hardscape design, assistance with the City master upsizing agreements, and construction administration.		
	Country Greens CDD (Sorrento Springs PD) (Sorrento, FL)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Manager. Sorrento Springs is a 680-acre Planned Development within the Country Greens CDD, in Sorrento, Lake County, Florida. The project contained 678 single-family lots, and an 18-hole golf course and clubhouse facilities. Country Greens CDD encompasses the entire 680 acres, and will construct, operate and maintain infrastructure to support the Sorrento Hills community. Our firm provided the Master Planning for the community which included the development of all "green areas" tied to the golf course and clubhouse. We developed a Community Park area that provided the entire Village a pool area and rustic style centered community building. Our services included engineering, planning, surveying, permitting, landscape architecture, owner coordination with City of Eustis and Lake County, and approval of all development and construction activities.		
	Cascades CDD (Groveland, FL)	PROFESSIONAL SERVICES 2022	CONSTRUCTION (If applicable) 2022
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Manager. Cascades at Groveland is a 751.9-acre master planned, residential community with 999 single-family units, an Amenity Center and a Horticultural Center. Dewberry obtained entitlements and approvals for the infrastructure, mass grading and the final construction of the project which is divided in 5 phases. We also worked with Lake County by designing and coordinating the approval of the North-South Road to serve as a main connector road for the area. Work also included the design and permitting of both the water line to service the project and the sewer force main for connection to the City facilities.		
	Dowden West CDD (Orlando, FL)	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☒ Check if project performed with current firm Construction Manager. Dowden West is a 736-acre master planned residential community, with 1,446 residential units, divided into 10 villages. Our services include water distribution, sanitary sewer collection, and reuse water distribution systems, stormwater management, environmental/permitting, landscape architecture, roadway improvements, and survey.		

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

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Dowden West CDD (Orlando, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

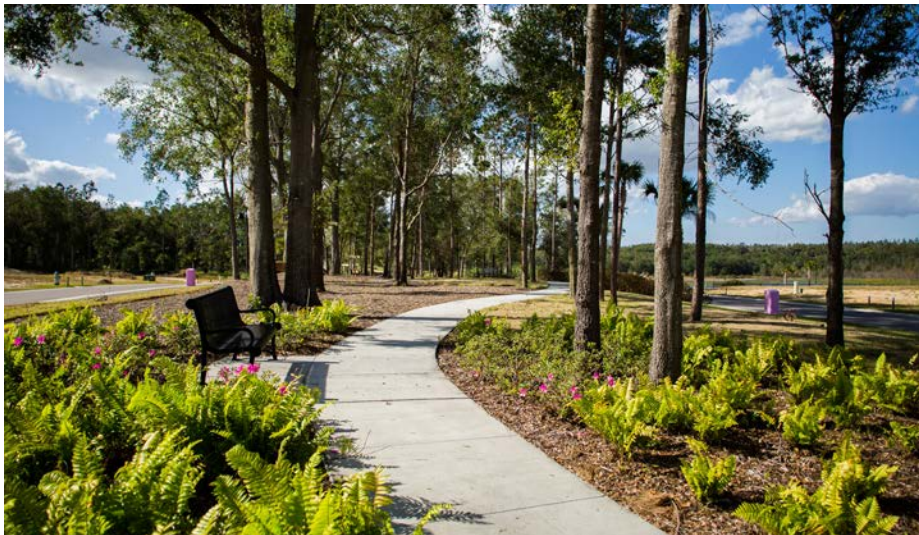
Dowden West is a 736.28-acre master planned residential community with 1,446 residential units located in the City of Orlando. The development is 10 villages within the approved planned development for Starwood, which encompasses approximately 2,558 acres and is entitled to 4,400 residential units.

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

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

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

● **SERVICES**
 Boundary Surveys
 Construction Administration
 Environmental/Permitting
 Planning
 Roadway Design/Improvements
 Site/Civil Design
 Stormwater Management
 Topographic Surveys
 Transportation Design
 Tree Surveys
 Utility Design



NATURE TRAIL S/W VILLAGE N-1A.

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

20. EXAMPLE PROJECT KEY NUMBER

2

21. TITLE AND LOCATION (City and State)

Deer Run CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Government Management Services

b. POINT OF CONTACT NAME

Howard McGafaney

c. POINT OF CONTACT TELEPHONE NUMBER

904.940.5850 x 415

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

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

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

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

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



COMMUNITY NATURE TRAIL BY THE COMMUNITY CENTER.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>	20. EXAMPLE PROJECT KEY NUMBER 3
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21. TITLE AND LOCATION (City and State) Live Oak Lake CDD (Twin Lakes Development) (Osceola County, FL)	22. YEAR COMPLETED <table> <tr> <td>PROFESSIONAL SERVICES Ongoing</td><td>CONSTRUCTION (If applicable) Ongoing</td></tr> </table>	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing
PROFESSIONAL SERVICES Ongoing	CONSTRUCTION (If applicable) Ongoing		

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Governmental Management Services	b. POINT OF CONTACT NAME Jillian Burns	c. POINT OF CONTACT TELEPHONE NUMBER 407.841.5524 x 115

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT (Include scope, size, and cost) Live Oak Lakes CDD (Twin Lakes Development) is a multi-phased, active adult community consisting of residential units, green open space tracts with community facilities, and a community amenity center located just off of Live Oak Lake. The development is situated just east of Hickory Tree Road and west of Live Oak Lake and Sardine Lake in Osceola County. A 42,000+ square foot amenity clubhouse is currently being constructed alongside the oversized pool and cabana area, which includes a bar for food and beverages. The outdoor rec space is under construction just to the south. This area was designed to include bocci ball, pickle ball, horseshoes, tennis courts, and a half basketball court. It also provides walking trails, a boat dock, and a dock for fishing. In addition to civil engineering services, we also provided roadway design, bridge design, and signal design within the first phase. We were responsible for the roadway widening design of Hickory Tree Road, where services also included drainage and utility extensions. We extended New Nolte Road from the existing intersection east through the first phase of construction. This 150' ROW is master planned to be a four lane divided major collector road in the future. We also designed and oversaw the construction of the vehicular bridge that crosses existing Bullis Road, connecting the northern pool and amenity area with the remainder of the development. We provided signal design for the New Nolte and Hickory Tree Road Intersection, which includes golf cart paths and path crossings at the updated intersection. Utilities have been master designed for the build out of the development, which will include city master transmission mains for the 24" potable water main and 24" reclaim main, along with five sanitary lift stations to service the phases of the development as they are constructed. Phase 1 of the project utilizes two sanitary lift stations, a portion of the 24" potable and reclaim mains. The first lift station is located on the west side of Hickory Tree Road. The second lift station is located along the extension of Nolte Road east of Hickory Tree Road. This lift station has been designed to accept additional flows from future phases of this development. This lift station pumps into a force main down the Nolte Road extension and connects to the existing 20" force main located within the Hickory Tree ROW.	
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PHASES 1 – 8 CONSISTS OF A MIX OF 50', 70' AND DUPLEX UNITS TOTALING 2,023 UNITS.

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

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

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

20. EXAMPLE PROJECT KEY NUMBER**4**

21. TITLE AND LOCATION (City and State)

VillaSol CDD (Bunnell, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

Jason Showe

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524 x 105

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

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

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

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

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

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

**TOWNHOMES WITHIN THE COMMUNITY.****25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

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

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

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

20. EXAMPLE PROJECT KEY NUMBER

521. TITLE AND LOCATION *(City and State)***Osceola Chain of Lakes (Osceola County, FL)**

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION *(If applicable)*

Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Hanover Lakes

b. POINT OF CONTACT NAME

Tony Lorio

c. POINT OF CONTACT TELEPHONE NUMBER

407.988.140824. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Osceola Chain of Lakes CDD is 177 acres, master planned residential community located in Osceola County, Florida. Being constructed over five phases, the development has 541 total units consisting of both 50' and 60' lots. While Dewberry was not the design engineer, we have assisted the team and also serve as the CDD engineer. As District Engineer, our services include construction estimates, attendance to board meetings, and processing pay requisitions.

- **COST** \$35,000
- **SERVICES**
 - District Engineer
 - Construction Estimates
 - Board Meetings
 - Processing Pay Requisitions

**HOMES WITHIN THE OSCEOLA CHAIN OF LAKES COMMUNITY.****25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

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

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

20. EXAMPLE PROJECT KEY NUMBER

6

21. TITLE AND LOCATION (City and State)

Cascades at Groveland CDD (Groveland, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2022

CONSTRUCTION (If applicable)
2022

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

DPFG Management and Consulting, Inc.

b. POINT OF CONTACT NAME

Patricia Thibault

c. POINT OF CONTACT TELEPHONE NUMBER

321.263.0132 x 738

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

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

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

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

- **CONSULTANT FEES TO DATE**
\$350,000
- **SERVICES**
 - Civil Engineering
 - Construction Estimates and Administration
 - Coordination of Environmental Jurisdictional Lines and Permitting
 - Due Diligence
 - Permitting
 - Planning
 - Surveying



DEWBERRY ASSISTED THE PROJECT ARCHITECTS IN THE FINAL SITE DESIGN OF THE CLUB HOUSE/COMMUNITY CENTER AND RECREATIONAL FACILITIES.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

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

20. EXAMPLE PROJECT KEY NUMBER

7

21. TITLE AND LOCATION (City and State)

Hawthorne Mill CDD (Lakeland, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wrathell, Hunt, and Associates, LLC

b. POINT OF CONTACT NAME

Cindy Cerbone

c. POINT OF CONTACT TELEPHONE NUMBER

561.571.0010

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

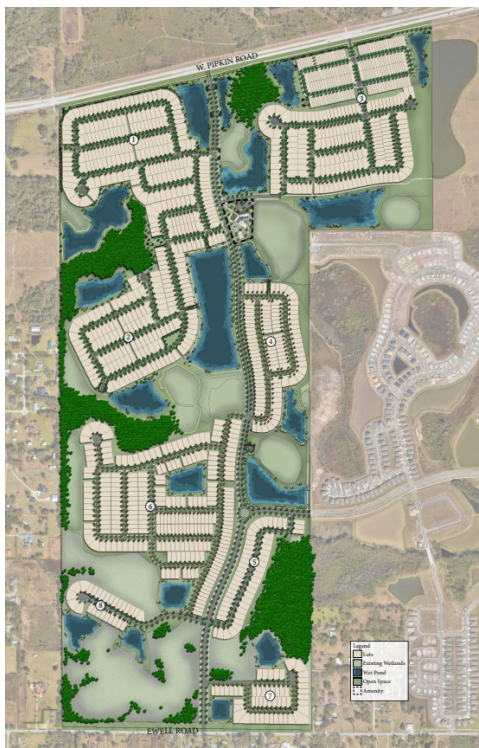
Hawthorne Mill is a 487-acre master planned, residential community with 1,205 residential units located in the City of Lakeland, Florida.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems in addition to master stormwater modeling for the watershed that the Hawthorne Mill CDD is in for both stormwater management design and FEMA floodplain determination.

Other services include providing landscape architecture design for the common open spaces and community parks, the design of community roads, that also include the extension of Medulla Road through the property, offsite road widening to Ewell and Pipkin Roads, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

• **CONSULTANT FEES TO DATE**
\$1,895,000

• **SERVICES**
Boundary Surveys
Construction Administration
Environmental/Permitting
Landscape Architecture
Planning
Roadway Design/Improvements
Site/Civil Design
Stormwater Management



DEWBERRY ALSO PREPARED A LAYOUT FOR THE HAWTHORNE MILL CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

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

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)

Lake Ashton CDD (Lake Wales, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Governmental Management Services

b. POINT OF CONTACT NAME

George Flint

c. POINT OF CONTACT TELEPHONE NUMBER

407.841.5524

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

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

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

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

- **COST** \$227,355
- **SERVICES**
 - Construction Cost Estimates
 - Coordinate Review/Inspection/ Analysis of Roadway Determination Around Utility Manholes
 - Coordination of Roadway Repair and Improvement Program for Roads within the CDD
 - Engineer's Report for Submittal to the Board on Status
 - Engineering Services for Roadway Systems/Analysis/Maintenance Repair Priorities Report
 - Reports and Recommendations on all CDD-owned Areas
 - Review and Inspection Programs for Stormwater Management System for Compliance and Maintenance of Lake and Pond System



DEWBERRY WAS IN ATTENDANCE TO REGULAR BOARD AND COMMUNITY MEETINGS FOR LAKE ASHTON CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

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

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

20. EXAMPLE PROJECT KEY NUMBER

9

21. TITLE AND LOCATION (City and State)

Fox Branch Ranch CDD (Polk County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES

Ongoing

CONSTRUCTION (If applicable)

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wrathell, Hunt, and Associates, LLC

b. POINT OF CONTACT NAME

Cindy Cerbone

c. POINT OF CONTACT TELEPHONE NUMBER

561.571.0010

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

Fox Branch Ranch is a 400.97-acre master planned, residential community with 624 residential units located in unincorporated Polk County, Florida.

As District Engineer, we have been responsible for providing the master utility design for the water, sewer, and reuse systems in addition to master stormwater modeling for the watershed that the Fox Branch Ranch CDD is in for both stormwater management design and FEMA floodplain determination.

Other services include providing landscape architecture design for the common open spaces and community parks, the design of community roads, that also include the widening of the offsite Kathline Road, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

- **COST** \$1,065,000 (Consultant Fees to Date)
- **SERVICES**
 - Boundary Surveys
 - Environmental/Permitting
 - Landscape Architecture
 - Planning
 - Roadway Design/Improvements
 - Site/Civil Design
 - Stormwater Management
 - Topographic Surveys
 - Tree Surveys
 - Utility Design



THE FOX BRANCH RANCH CDD REQUESTED DEWBERRY TO PROVIDE THE RENDERING SHOWN ABOVE.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

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

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

Harmony on Lake Eloise CDD (Polk County, FL)

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Wrathell, Hunt, and Associates, LLC

b. POINT OF CONTACT NAME

Cindy Cerbone

c. POINT OF CONTACT TELEPHONE NUMBER

561.571.0010

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

Harmony on Lake Eloise is a 354.37-acre master planned, residential community with 1,163 residential units located in the City of Winter Haven, Florida.

As District Engineer, we have been responsible for providing the master utility design for the water, and sewer, systems; in addition to, master stormwater modeling for the watershed that the Harmony on Lake Eloise CDD is in for stormwater management design.

Other services include providing landscape architecture design for the common open spaces and community parks, the design of community roads, that also include the realignment of the existing Lake Eloise Drive West, and boundary surveys, topographic surveys, tree surveys, and other additional surveys as needed.

- **COST** \$1,163,000 (Consultant Fees to Date)
- **SERVICES**
 - Boundary Surveys
 - Environmental/Permitting
 - Landscape Architecture
 - Planning
 - Roadway Design/Improvements
 - Site/Civil Design
 - Stormwater Management
 - Topographic Surveys
 - Tree Surveys
 - Utility Design



DEWBERRY PROVIDED RENDERINGS FOR HARMONY ON LAKE ELOISE CDD.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

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

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Christopher Allen, PE	District Manager	●		●	●	●		●	●	●	●
Nicole Stalder, PE, LEED AP	Principal	●		●	●	●	●	●		●	●
Joe Keezel, PE	Sr. Roadway Manager	●									
Marybeth Morin, PE	Sr. Structural Engineer			●							
Mitchell Callaway, PE	Site Engineer	●	●	●				●		●	●
Don Bieger, PE	Sr. Stormwater Engineer	●		●							
Peter Armans, PE	Utilities Engineer	●	●		●				●		
Nicole Gough, PWS, CNRP	Sr. Environmental Scientist		●	●	●			●	●	●	●
Michael Urchuk, RLA	Sr. Landscape Architect			●	●			●			●
Sarah Maier	Planning Manager	●		●	●		●	●	●	●	●
Barry Roy	Construction Manager	●	●	●	●		●	●	●	●	●

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (From Section F)	NO.	TITLE OF EXAMPLE PROJECT (From Section F)
1	Dowden West CDD	6	Cascades at Groveland CDD
2	Deer Run CDD	7	Hawthorne Mill CDD
3	Live Oak Lake CDD	8	Lake Ashton CDD
4	VillaSol CDD	9	Fox Branch Ranch CDD
5	Osceola Chain of Lakes CDD	10	Harmony on Lake Eloise

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

FIRM QUALIFICATIONS

Dewberry is a leading, multi-disciplined firm with a proven history of providing professional services to a wide variety of public- and private-sector clients. Established in 1956, Dewberry is headquartered in Fairfax, Virginia, with 50 locations and over 2,500 professionals nationwide, including our local office in Orlando. Recognized for combining unsurpassed commitment to client service with deep subject matter expertise, Dewberry is dedicated to solving clients' challenges and transforming their communities.

Dewberry's Florida operation is backed by the resources and stability of a national firm and specializes in site/civil, environmental, utility infrastructure, transportation engineering, surveying, architecture, and land development services. Dewberry's local Florida presence includes 15 office locations and over 300 employees across Florida, bringing expertise, qualifications, and resources to cities and counties throughout the state. Dewberry supports large and small projects in the following primary service areas:

- Architecture services
- Construction administration services
- Environmental services
- Geospatial services
- Landscape architecture services
- Site/civil services
- Structural design services
- Surveying/mapping
- Transportation services
- Water/wastewater/reclaimed water services

Relevant Experience

The absolute best predictor of future success is past performance and we have a lot of experience in all areas required for this contract. Whether we are providing professional design engineering services or as a previous District Engineer, our track record speaks for itself.

During past years in business, we have been involved in Florida's explosive development. This is demonstrated by the work we have performed for hundreds of clients over four decades. We have developed a unique general approach to land development projects. Our approach is tried-and-true, and it has proven, time-and-time-again, to reduce the coordination efforts for our clients and, importantly, it produces successful projects.

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

produce high quality, buildable projects, resulting in satisfied clients and a positive company reputation in the engineering community.

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

**DEWBERRY HAS SERVED OVER
50 CDDS IN FLORIDA.**

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

- Cascades at Groveland CDD, Lake County
- Country Greens CDD, Lake County
- Deer Run CDD, Flagler County
- Dowden West CDD, Orlando
- Fox Branch Ranch CDD, Polk County
- Harmony on Lake Eloise CDD, Winter Haven
- Hawthorne Mill CDD, Lakeland
- Lake Ashton CDD, Lakes Wales
- Lake Emma CDD, Groveland
- Live Oak Lake CDD, Osceola County
- Montecito CDD, Brevard County
- Narcoossee CDD, Orange County
- Osceola Chain of Lakes, Osceola County
- VillaSol CDD, Osceola County

Project Approach

We have prepared an approach to fit the specific categories

H. ADDITIONAL INFORMATION

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

of the organization and operations to support both large and small engineering projects. Through our many years of serving as District Engineer, we've been successful at becoming an extension of the CDD's Project Management group, with the ability to understand project needs and proposing only on what is necessary to complete the task at hand. Our management team is committed to a quality product that is consistent with the Springs at Lake Alfred CDD's policies and procedures.

Site/Civil Services

Dewberry's civil engineers work in tandem with land development, surveying, environmental, and geospatial information experts to deliver creative and cost-effective designs. Our professionals are passionate about developing innovative processes and new technologies that help our clients and their stakeholders best visualize projects. We deliver information modeling of projects below and above ground, through mountain passes, and around centuries-old infrastructure systems. We make building in the most complex environments not only possible, but successful.

Transportation Services

Dewberry has provided roadway and bridge design services to numerous governmental agencies throughout Florida for over 30 years. Our projects have ranged from minor intersection improvements and milling and resurfacing of existing roadways to capacity improvements and complex, multilevel interchanges. The extensive experience of our staff in the design, preparation of construction documents, and post design services for roadways, bridges, and associated systems provides Lake Alfred with the expertise to handle any type of transportation related assignment. Our transportation design staff, coupled with the survey, drainage, environmental, and permitting capabilities, allows us to efficiently complete any assignment, as all disciplines required are available in-house.

Traffic design may include one or more of the following items, dependent upon a specific project: signing design, pavement marking design, signal warrant analysis, signalization design, lighting justification, lighting design, and traffic studies. We have extensive experience in these phases of the project, and we are qualified to perform all aspects of traffic engineering.

Engineering services related to structural design may be required for bridge widenings, bridge rail replacements, box culvert extensions, retaining walls, sheet piling, overhead sign structures, multi-post guide signs, signal poles, mast arms light poles, and foundations for signs, signal poles, and lighting. We have an experienced in-house staff to provide these services.

Water/Wastewater Services

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

Environmental/Permitting Services

From determining wetland lines to the understanding of

current rules and regulations for water management districts, our staff has full understanding and experience in providing these services for cities and other governmental agencies. We have obtained permits with the various local, state, and federal agencies for a variety of projects. We understand how to prepare permit applications, work closely with the agencies and obtain permits for your projects. Dewberry will track the permit status for each agency, keep the District informed of the progress of all permits and respond promptly to all requests for additional information.

As part of our efforts for Springs at Lake Alfred CDD, we will assist in determining the permits needed for each development project along with the anticipated schedules for obtaining each permit. Additionally, we have experience in permitting with governmental agencies such as the Water Management Districts, FDEP, Florida Fish and Wildlife Conservation Commission (FFWCC), U.S. Army Corps of Engineers (USACE), and FDOT. We have staff that consists of both engineers and environmental scientists, many of which have worked previously for various permitting agencies.

Landscape Architecture/Planning

Dewberry has extensive landscape architecture experience throughout Florida. Our project experience includes residential, retail office, mixed-use, streetscapes, and recreational uses as well as hardscape design. Our hardscape designs have included corporate plazas, streetscapes, fountains, amenity areas for multi-family projects, and urban plazas.

Our planning services to Springs at Lake Alfred CDD will include presentations to CDD staff and public meetings, where we would provide assistance to the District for the understanding of technical issues, proposed developments, projected roadway designs, possible ROW changes, and to provide a professional and expert opinion on items that may be needed by the District. Dewberry can assist the District with the following planning services:

- Comprehensive planning
- Review of comprehensive plan amendments
- Preparing land development regulations, including form based codes, GIS, and mapping services
- Transportation planning

Construction Administration

We have continually provided construction administration services to our clients on most of the projects we have designed. Dewberry understands the importance of establishing and maintaining budgets. We have worked with many cities and counties on providing all construction services, including the assistance in the preparation of bid documents, prebid meetings, pre-construction meetings, construction administration, site observation, pay application review, and approvals. We also provide shop drawing reviews and approvals per construction documents. We will provide assistance to District staff in the administration of construction contracts. Our team is currently providing these services to many municipalities across the state of Florida:

- Construction Inspection
- Shop Drawing Review
- Pay Application Verification

H. ADDITIONAL INFORMATION

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

- Utility Company Coordination
- Final Regulatory Acceptance
- Record Drawings
- Project Value Engineering
- Bid Document Preparation
- Bid Summarization and Analysis

Task Initiation

Our Project Approach will vary due to the type of assignment; however, the important first steps in task initiation involve data gathering and scope development.

Data Gathering

This phase consists of defining the project objectives, identifying elements involved in the task, conducting a field review meeting (if required), and developing a detailed scope of services. This phase will begin once the District has identified a specific task or project. Once identified, we will coordinate with the District to obtain all existing information. This data collection effort is very important because it provides valuable information before developing the scope of services.

If applicable or desired, an on-site field review meeting will be held jointly with the District and other appropriate agencies to discuss the task objectives and identify areas of concern. Discussions regarding the project's background, scope requirements, constraints, and other relevant issues will be held to understand the overall project goals. Based on the data collection effort and the initial on-site field meeting, the specific plan elements required for the task will be identified and agreed to with the District prior to developing a scope of services.

Scope Development

A detailed scope of services, fee estimate, and schedule for each task will be developed based on the data gathering efforts and discussions. This scope and work effort will be heavily influenced by the quality of the data collected and the specific needs of each task. Man-hour estimates will be provided for each discipline involved. The scope and work effort will be prepared and negotiated quickly, so as not to affect the schedule.

Other Considerations

COST CONTROL

We constantly review our designs and look for ways to save our clients time and money. We exercise common sense engineering to provide practical design solutions, not merely based how things have always been done.

PROJECT COSTS

We understand the financial constraints that clients face due to budget cuts and rising construction and ROW costs. We will review all designs prepared by Dewberry or others for cost savings measures that will not affect the intention or safety of the project. Our recent experience has shown that minor changes in the design can save materials, and reduce or avoid costly business damage claims and ROW impacts. Another key to cost controls is to estimate costs early in the design process and as the design evolves, not just near the end of the design process. Early cost estimating allows for more options to be

explored and provides the District with opportunities to adjust budgets as needed.

PROJECT SCHEDULE

The importance of maintaining the project schedule through the design or review process cannot be overstated. Dewberry is committed to developing and adhering to the project schedule for each assignment. This is important to us because if we fail to successfully complete any assignment on time, our ability to obtain additional assignments with Springs at Lake Alfred will be limited. We will maintain an overall schedule of projects to help with internal and external coordination. We fully understand what is required to keep a project on schedule. Our team will use the following proven actions to control the project schedule:

- **Experienced Client Manager:** Our District Engineer, Christopher Allen, routinely manages multi-discipline projects where coordination is critical. Dewberry's wide range of in-house services ensures close coordination between disciplines, enabling us to direct our staffing resources.
- **Weekly Team Meetings:** Coordination will be ensured through weekly team meetings. These meetings will be used to track progress on individual tasks and as a planning tool.
- **Monthly Progress Reports:** Monthly progress reports will be supplied to Springs at Lake Alfred. These reports will be an effective snapshot of the status of each assignment and will be used to identify any potential schedule issues.
- **Being Proactive:** We will be proactive (vs. reactive) on all tasks while managing the schedule. Emphasis will be placed on the activity start dates to ensure timely completion.

Quality Assurance/Quality Control

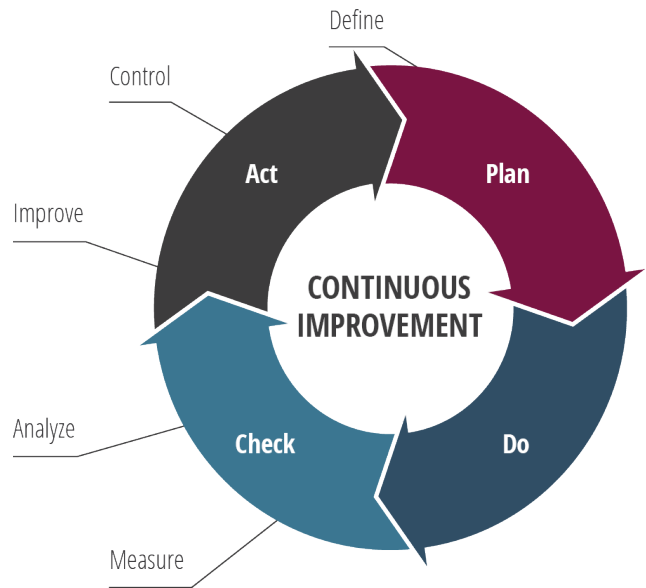
Dewberry understands the value of repeat business. Our

H. ADDITIONAL INFORMATION

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

commitment to personalized client service is such that we guarantee we will respond to each client's needs promptly and effectively. From the beginning, we recognized that functional efficiency and technical excellence must be provided as a matter of course in engineering design. Each project produced by our firm reflects this corporate commitment to excellence, and our insurance is our Quality Control Plan. Our Quality Assurance Plan and procedures are based on the philosophies that include:

- **Plan:** Quality is controlled by adequate planning, coordination, supervision, technical direction, proper definition of job requirements and procedures, and the involvement of experienced professionals.
- **Do:** Quality is achieved by individuals performing work functions carefully and "doing it right the first time."
- **Check:** Quality is verified through checking, reviewing, and supervising work activities, with documentation by objective individuals who were not directly responsible for performing the initial work.
- **Act:** Quality is ensured by having a manager perform quality assurance functions that involve monitoring and close review of the work and the procedures used in performing the work.



I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

Nicole Stalder

32. DATE

2.27.2024

33. NAME AND TITLE

Nicole Stalder, PE LEED AP, Vice President

ARCHITECT – ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

1. SOLICITATION NUMBER
(IF ANY)

N/A

2a. FIRM (or Branch Office) NAME

**Dewberry Engineers Inc.
(Orlando branch office)**



3. YEAR ESTABLISHED

2013

4. UNIQUE ENTITY IDENTIFIER

K3WDSCEDY1V5

2b. STREET

800 North Magnolia Avenue, Suite 1000

5. OWNERSHIP

2c. CITY

Orlando

2d. STATE

FL

2e. ZIP CODE

32803-3251

a. TYPE

Corporation

6a. POINT OF CONTACT NAME AND TITLE

Kevin E. Knudsen, PE, Vice President

b. SMALL BUSINESS STATUS

No

6b. TELEPHONE NUMBER

321.354.9646

6c. EMAIL ADDRESS

kknudsen@dewberry.com

7. NAME OF FIRM (If block 2a is a branch office)

The Dewberry Companies Inc.

8a. FORMER FIRM NAME(S) (If any)

Former name of Dewberry Engineers Inc. (DEI): Dewberry-Goodkind, Inc.; Goodkind & O'Dea, Inc.; Goodkind & O'Dea of New York, Inc.; Goodkind & O'Dea, Inc. (partnership); A.E. Friedgen, Inc.
Affiliated companies: Dewberry Architects Inc. (DAI); Dewberry Design-Builders Inc. (DDB)

8b. YEAR ESTABLISHED

Dewberry Engineers Inc.: 2012

8c. UNIQUE ENTITY IDENTIFIER

DEI: K3WDSCEDY1V5;
DAI: DB9NCZBFDDN3;
DDB: CG6JSKCHEKN6

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	232	9	B02	Bridges	1
08	CADD Technician	80	8	C16	Construction Surveying	2
12	Civil Engineer	329	12	E03	Electrical Studies and Design	2
15	Construction Inspector	121	1	E11	Environmental Planning	1
16	Construction Manager	66	1	L02	Land Surveying	4
20	Economists/Financial Analysts	47	4	L10	Land Development, Residential	6
21	Electrical Engineer	66	1	L11	Land Development, Commercial	4
24	Environmental Scientist	64	9	L12	Land Development, Industrial	2
30	Geologist	9	1	L13	Land Development, Public	4
38	Land Surveyor	211	27	R07	Remote Sensing	1
39	Landscape Architect	38	4	R11	Rivers; Canals; Waterways; Flood Control	1
47	Planner: Urban/Regional	37	2	S10	Surveying; Platting; Mapping; Flood Plain Studies	6
48	Program Analyst/Program Manager	31	3	S13	Storm Water Handling & Facilities	1
56	Technical/Specification Writer	53	2	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)	2
57	Structural Engineer	145	6	T02	Testing & Inspection Services	1
58	Technician/Analyst	3	1	T03	Traffic & Transportation Engineering	8
60	Transportation Engineer	174	28	T04	Topographic Surveying and Mapping	5
62	Water Resources Engineer	117	3	T05	Towers (Self-Supporting & Guyed Systems)	3
	Water/Wastewater Engineer	101	6	W02	Water Resources; Hydrology; Ground Water	1
	Other Employees	520		W03	Water Supply; Treatment and Distribution	7
Total		2444	128			

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

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

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE

February 27, 2024

c. NAME AND TITLE

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



SECTION 2: Firm Licenses

FIRM LICENSES

State Licenses

State of Florida Department of State

I certify from the records of this office that DEWBERRY ENGINEERS INC. is a New York corporation authorized to transact business in the State of Florida, qualified on December 26, 2000.

The document number of this corporation is F00000007242.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

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

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eleventh day of January, 2024*




Secretary of State

Tracking Number: 5028516753CU

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

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

SPRINGS AT LAKE ALFRED PROFESSIONAL ENGINEERING SERVICES

Please be advised that as of February 2021, the Florida Board of Professional Engineers (FBPE) does not require companies to renew their engineering licensure and therefore no longer have printable licenses nor applicable expiration dates, only a requirement that they be currently listed on the Board's registry. Dewberry Engineers Inc. is up-to-date on professional registration to the board, which can be confirmed with a Florida Department of Business & Professional Regulation (DBPR) licensee search.



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Licensee Details

Licensee Information	
Name:	DEWBERRY ENGINEERS INC. (Primary Name)
Main Address:	8401 ARLINGTON BLVD. FAIRFAX Virginia 22031
County:	OUT OF STATE
License Mailing:	
LicenseLocation:	

License Information	
License Type:	Registry
Rank:	Registry
License Number:	8794
Status:	Current
Licensure Date:	02/09/2001
Expires:	

Special Qualifications	Qualification Effective

Alternate Names



Department of Business
& Professional Regulation

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[AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

10:22:10 AM 1/19/2024

Licensee Information	
Name:	BEIGHT, JAMES L. (Primary Name)
Main Address:	DEWBERRY ARCHITECTS INC (DBA Name) 8401 ARLINGTON BLVD FAIRFAX Virginia 22031-4666
County:	OUT OF STATE

License Information	
License Type:	Architect
Rank:	Architect
License Number:	AR0012022
Status:	Current,Active
Licensure Date:	12/07/1987
Expires:	02/28/2025

Special Qualifications	Qualification Effective

Alternate Names



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LB8011**

Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License

Under the provisions of Chapter 472, Florida Statutes

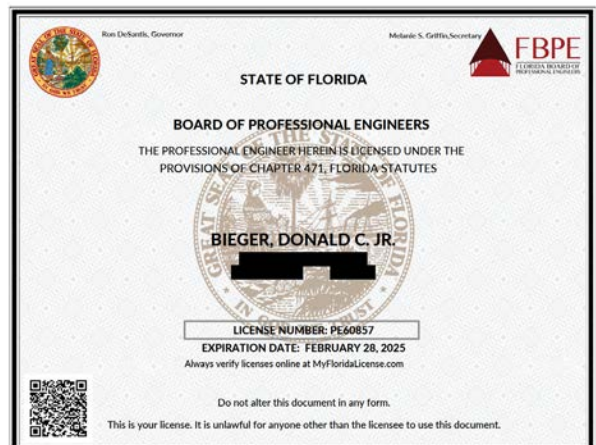
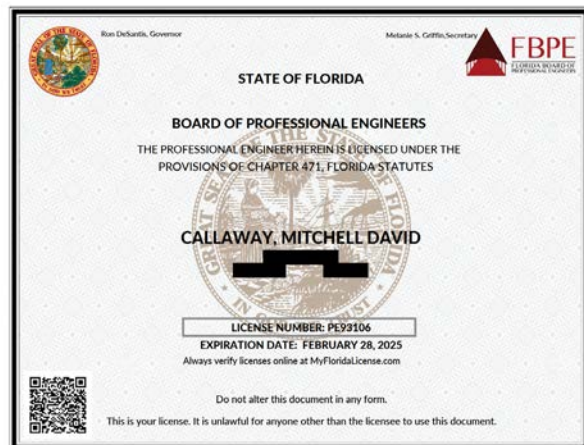
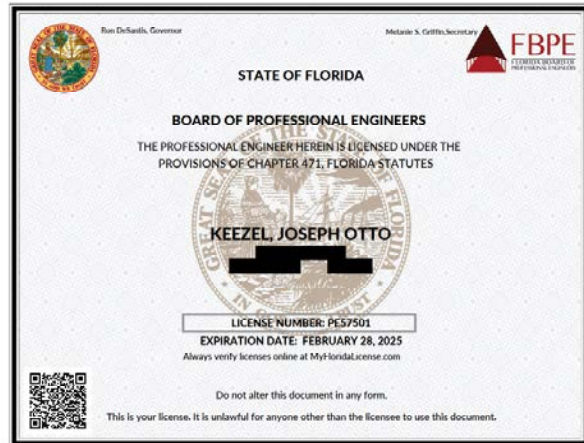
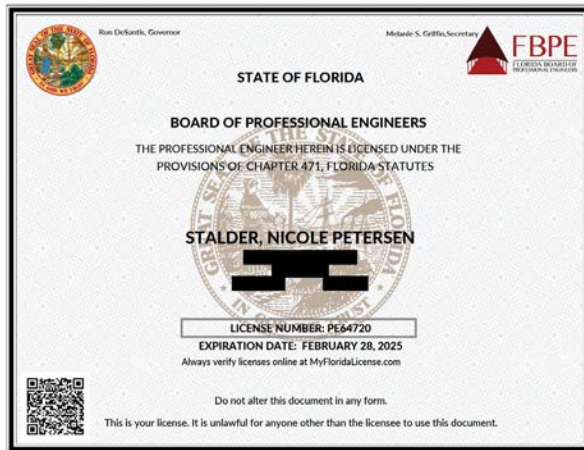
DEWBERRY ENGINEERS INC.
800 N MAGNOLIA AVE STE 1000
ORLANDO, FL 32803-3251

A stylized, handwritten signature in black ink, appearing to read "W. Simpson", is positioned above a horizontal line.

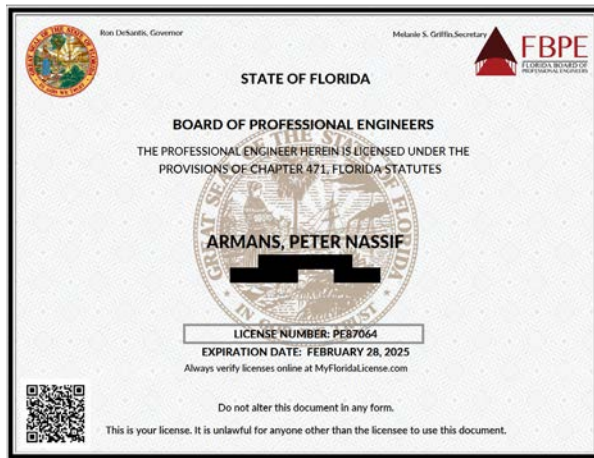
WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

Personnel Licenses



SPRINGS AT LAKE ALFRED
PROFESSIONAL ENGINEERING SERVICES



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkwy Tallahassee, Florida 32399-6500

License No.: **LS4633**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

WILLIAM PAUL HINKLE

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.



SECTION 3: Qualifications and Experience

QUALIFICATIONS AND EXPERIENCE

Ability and Adequacy of Professional Personnel

We have carefully selected our team of professionals and technical experts to match our experience and expertise with the qualifications required. Our firm has a wide array of experience, disciplines, and resources available to provide the required services to the Springs at Lake Alfred CDD. Our team can provide engineering design, planning management, technical, and administrative services as requested by Springs at Lake Alfred CDD and will make a commitment to prioritize the CDD's needs.



Christopher Allen, PE
DISTRICT ENGINEER

Serving as **District Engineer for the Springs at Lake Alfred CDD is Christopher Allen, PE**, He has 14 years of experience in a broad range of site/civil work, including municipal industrial, residential, and commercial applications. He's experienced in all phases of project design, including due diligence research for site selection to construction closeout.



Nicole Stalder, PE, LEED AP
PRINCIPAL

Serving as **Principal is Nicole Stalder, PE, LEED AP**. She has 22 years of civil engineering experience for both public and private clients and has served as the project manager for numerous private commercial and residential developments across Central Florida. This includes Live Oak Lake CDD (Twin Lakes Development) in Osceola County; Cascades at Groveland CDD in Groveland; Lancaster Park East in City of St. Cloud; designed over 2,000 units in the Town Center and Villages of Horizon West in Orange County; Spruce Creek Country Club in Marion County; Fore Ranch in Ocala; and her extensive experience designing single-family and multi-family developments, including Randal Park Apartments, Steel House Apartments, The Sevens Apartments, and Fells Landing.

WHY DEWBERRY?



**DISTRICT ENGINEER FOR 50+ CDDs
ACROSS FLORIDA**



**LOCAL, EXPERIENCED DISTRICT
ENGINEER READY TO WORK FOR YOU**



**COMPREHENSIVE UNDERSTANDING
OF CDD'S INFRASTRUCTURE AND
OPERATIONAL NEEDS**



**300+ EMPLOYEES IN 15 OFFICES
WITHIN FLORIDA, COLLABORATING
TO SERVE OVER 50 CDDs IN FLORIDA**



**COHESIVE GROUP OF PROFESSIONALS
INTEGRATED ACROSS SERVICE AREAS
TO LEVERAGE SUCCESS FOR OUR
CLIENTS**



**60+ YEARS HELPING CLIENTS BUILD
AND SHAPE COMMUNITIES**

Our experienced professionals are well versed in addressing their particular specialty area and have associates working under their direction to tackle any assignment from Springs at Lake Alfred CDD efficiently. This organizational structure has a long history of success as a model that Dewberry has implemented across the country for similar CDDs and public agencies.

We will continue to develop and apply innovative concepts and techniques to design and manage all tasks effectively and efficiently. It is important to note that Dewberry is a full-service civil engineering firm that can meet your needs for any project – large or small. Dewberry can react quickly to client requests and provide all technical support under one roof.



WE BUILD

strong and lasting relationships with our clients. The caliber of our people and combining unsurpassed client service with deep subject matter expertise is what sets us apart. We operate with the highest level of ethics and transparency. Our integrity—and that of our people—is second to none. Personal commitment to our clients and standing behind our work are two central tenants of our cultural statement, “Dewberry at Work.”

.....

Certified Minority Business

Dewberry Engineers Inc. is not a certified minority business.

Willingness to Meet Time and Budget Requirements

Dewberry recognizes the importance of maintaining project budgets. We have a long history of providing on-schedule services and projects that fit within the client’s budget. Over 85% of our work is from repeat clients ... a testament to our ability to work within a budget and schedule.

The following proven actions will be used by our team to control the project budget:

- **Experienced Staff:** The most effective means of meeting the design budget and schedule is by using experienced staff with the knowledge, training, and equipment necessary to perform their assigned tasks. Dewberry’s Project Team has these attributes.
- **Construction Budget Controls:** We are acutely aware of the volatile construction materials market and its impact on construction budgets. As such, we periodically update our cost data to verify that the most current unit prices are being used for the construction cost estimates.
- **Project Schedule:** One way we keep costs in line is by developing and maintaining a schedule for each task. We build a design quality control checking date into every schedule prior to the submittal date for all project deliverables. We have found that focusing on the submittal date often results in rushed or incomplete quality control checks of the plans. Therefore, we will schedule a quality check date at least two weeks prior to the submittal date to make sure that the process is completed. This also allows our District Engineer and team to focus on the quality control date, resulting in plenty of time for the process to work and thus further committing to the project’s budget.

Past Experience and Performance

For more than 45 years, our land development professionals have combined an unsurpassed commitment to serving Florida developers with deep subject matter expertise in a broad spectrum of professional services. We have served as District Engineer for over 50 CDDs across Florida, varying in size from 200 acres to close to 10,000 acres. We are experienced in CDDs from the creation to operations.

Our clients benefit from our local experience and familiarity with entitlement issues, plan development and review processes, and local codes and ordinances. We offer creative and cost-effective designs that transform communities. We provide our residential clients with a range of services that include land planning, entitlement approval, infrastructure design and permitting, surveying, stormwater modeling, environmental review and permitting, sustainable design, landscape architecture, and cost and schedule estimating. We envision possibilities to enrich communities, restore environments, and manage positive change.

DEWBERRY'S CDD EXPERIENCE THROUGHOUT FLORIDA CDD, LOCATION	DISTRICT ENGINEER	PLANNING	DUE DILIGENCE	CIVIL ENGINEERING	ROADWAY DESIGN	STORMWATER DESIGN	ENVIRONMENTAL/ PERMITTING	LANDSCAPE ARCHITECTURE	SURVEY	CONSTRUCTION ADMIN
Baytree CDD, Brevard County, FL	●	●		●	●	●	●			●
Cascades at Groveland CDD, Groveland, FL	●	●	●	●	●	●	●		●	●
Country Greens CDD (Sorrento Springs CDD), Lake County, FL	●	●	●	●	●	●	●	●	●	●
Covington Park CDD, Hillsborough County, FL	●	●		●	●	●	●	●	●	●
Deer Run CDD, Flagler County, FL	●	●		●	●	●		●	●	●
Dowden West CDD, Orange County, FL	●	●	●	●	●	●	●	●	●	●
Fox Branch Ranch CDD, Polk County, FL	●	●		●	●	●	●	●	●	●
Harmony on Lake Eloise CDD, Winter Haven, FL	●	●		●	●	●	●	●	●	●
Hawthorne Mill CDD, Lakeland, FL	●	●		●	●	●	●	●	●	●
Lake Ashton CDD, Lake Wales, FL	●	●		●	●	●		●	●	●
Lake Emma CDD, Groveland, FL	●	●	●	●	●	●	●		●	●
Lakewood Ranch CDDs 1, 2, 4, 5, 6, Manatee County, FL	●	●		●			●	●	●	●
Live Oak Lake (Twin Lakes Development) CDD, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Montecito CDD, Brevard County, FL	●			●					●	●
Narcoossee CDD, Orange County, FL	●	●		●			●		●	●
On-Top-of-the-World CDDs, Marion County, FL	●	●		●	●	●			●	●
Osceola Chain of Lakes, Osceola County, FL	●	●	●	●	●	●	●	●	●	●
Reedy Creek Improvement District, Osceola County, FL	●	●		●			●		●	●
Reunion Resort CDD, Osceola County, FL	●	●		●		●			●	●
Eden Hills CDD, Polk County, FL	●	●		●			●		●	●
VillaSol CDD, Osceola County, FL	●	●		●	●	●		●	●	●
West Villages Improvement District, Sarasota County, FL	●	●	●	●	●	●	●	●	●	●

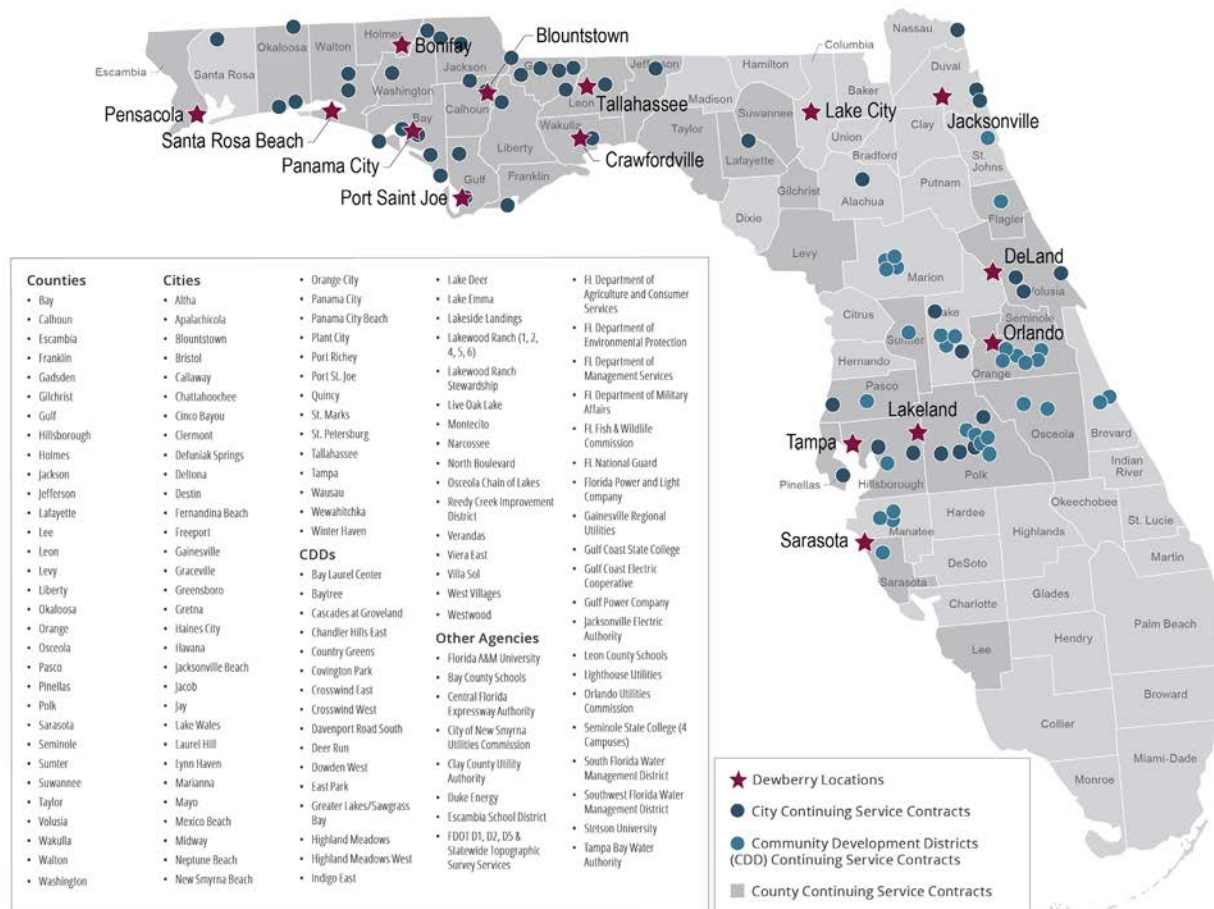
Geographic Location

Dewberry's headquarters are located in Fairfax, at 8401 Arlington Boulevard, Fairfax, VA 22031. Local to Springs at Lake Alfred CDD, Dewberry has 15 office locations and over 300 employees in Florida, where we bring expertise, qualifications, and resources to clients throughout the State.

Located in our Orlando office at 800 N Magnolia Ave Suite 1000, Christopher and members of the project team will be responsive, make frequent visits, and be readily available for meetings, presentations, or site visits. Additionally, our project team includes local Orlando staff members proposed for this contract, which leads all components of our assignments to be developed concurrently by a cohesive team.

Thanks to our extensive presence across Florida, our approach to the District's projects will combine our understanding of the various project assignments with our experience in identifying the District's needs to develop the appropriate project team for each assignment. This allows us to minimize the time needed from project request to "boots on the ground" activity.

In addition, our Project Team is supported by nationally-recognized subject matter experts and dedicated quality control staff who have the required capacity to provide the array of required services to Springs at Lake Alfred. This depth of organization permits us to call upon specialists and a broad base of support to satisfy diverse or manpower intensive tasks.



Current and Projected Workloads

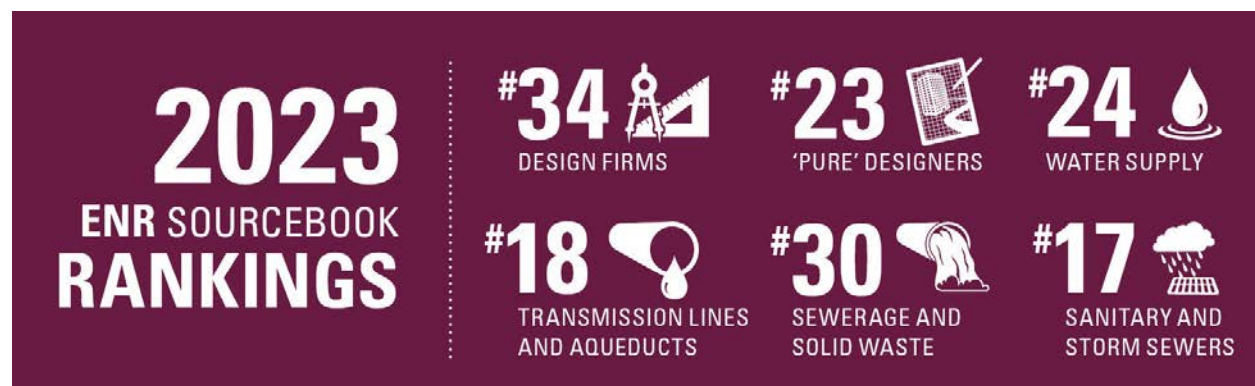
Dewberry has an excellent track record of meeting time and budget requirements on the projects we highlighted in this response and are committed to meeting the goals of the Springs at Lake Alfred CDD.

Our team, supported by a strong in-house team of infrastructure design specialists, planners, surveyors, environmental scientists, ROW mappers, roadway engineers, MOT engineers, and construction inspection personnel. As such, Dewberry has the capacity to address all of the District's needs throughout the term of this contract.

Due to the capacity and availability of our proposed staff, we can commit our dedicated team members for these important projects. Our proposed District Engineer has 40% availability.

Volume of Work Previously Awarded to Consultant by District

Although Dewberry has not worked for the Springs at Lake Alfred CDD, we have extensive working experience with numerous CDDs. As demonstrated throughout our proposal, we currently serve as the District Engineer for over 50 CDDs in Florida, which allows us to provide Springs at Lake Alfred with the unique experience, familiarity, and understanding of the type of services that will be requested.





 **Dewberry®**

www.dewberry.com

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

7D

Springs at Lake Alfred Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Consultant by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	100
	NAME OF RESPONDENT							
1	Dewberry Engineers, Inc.							

Board Member's Signature

Date

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

8A



Contract No:	14973
Work Request No:	2444175 – PH 1A
Billing Customer of Record:	SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
Billing Address:	5337 MILLENIA LAKE BLVD STE 235 ORLANDO, FL 32839-0000
Tax ID#:	92-1567622
Business Partner #:	1101817976

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work** The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

28 - 2126415 Granville III - 3K 60 Watts LED Black
 28 - 2127280 Winston Aluminum 16 Ft Black

at the following location COUNTY ROAD 557A POLK CITY, FL 33868-0000 ("Installation Site"), subject to the availability of such Equipment for the term of the Agreement.

2. **System Design and Approval** If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Damages During Construction** The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. **Customer Information and Preparation** The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

Exculpation of liability shall include those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. **Non-Standard Service Charges** The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

- 6. Customer Contribution in Aid of Construction** The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$0.00 for the Contribution in Aid of Construction(CIAC). Refer to Section 5.2.6.1 of the Tampa Electric Tariff.
- 7. Monthly Payment** During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.
The current monthly base charges for facilities installed under this agreement are \$1245.44. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \$228.39. The total monthly charge shall be \$1473.83 per month.
The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.
The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.
- 8. Term** This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.
- 9. Limitation on Damages** The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.
- 10. Indemnification** Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.
- 11. Outage Notification** The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
- 12. Tree Trimming** Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.
- 13. Termination, Removal** The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.
The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:
(a) the Customer fails to pay the Company for any of the services provided herein;
(b) the Customer violates the terms of this agreement;
(c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
(d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.
If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.
- 14. Easements** The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The

Equipment shall remain the Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company's prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer.

Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement ("Addenda") upon the mutual written agreement of both parties in the form of Addendum "A" hereto.

18. Light Trespass Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

19. Assignments This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion.

In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company's sole discretion.

20. General No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

By/Title: BOARD OF SUPERVISORS

Name (print): JEREMY CAMP

DocuSigned by:

Signature: Jeremy Camp

73FD2D0DCC6246A...

Date: 2/27/2024

Phone #: (407)412-8093

Email: jeremy.camp@meritagehomes.com

Tampa Electric Company Representative:

By/Title: _____

Signature: _____

Department: _____

Date: _____

Property Owner: MERITAGE HOMES OF FLORIDA, INC

By/Title: DIVISION PRESIDENT ORLANDO

Name (print): BRIAN KITTLE

DocuSigned by:

Signature: Brian Kittle

37D58A97A4EA49A...

Tampa Electric Company Manager:

By/Title: Manager

DocuSigned by:

Signature: Donnie Shiftet

Department: Lighting Department

Date: 2/27/2024

Phone #: (407)412-8093

Email: Brian.Kittle@meritagehomes.com

Date: 3/1/2024

Contract No. 2444175

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

8B



Contract No:	14980
Work Request No:	2495757
Billing Customer of Record:	SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
Billing Address:	5337 MILLENIA LAKE BLVD STE 235 ORLANDO, FL 32839-0000
Tax ID#:	92-1567622
Business Partner #:	1101817976

TAMPA ELECTRIC COMPANY
BRIGHT CHOICES Outdoor Lighting Agreement

Pursuant to the terms and conditions set forth in this outdoor lighting agreement (the "Agreement"), Tampa Electric Company (the "Company") agrees to provide and SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT (the "Customer") agrees to accept and pay for the outdoor lighting services specified below.

1. **Scope of Work** The Company shall furnish, install, operate and maintain, the following lighting equipment (all of which, together with accessories, attachments, replacement parts, additions and repairs, shall be referred to herein as "Equipment"):

21 - 2126415 Granville III - 3K 60 Watts LED Black
 21 - 2127280 Winston Aluminum 16 Ft Black

at the following location COUNTY ROAD 557A POLK CITY, FL 33868-0000 ("Installation Site"), subject to the availability of such Equipment for the term of the Agreement.

2. **System Design and Approval** If applicable, based on written lighting system design specifications approved by the Customer and/or the Equipment selected by the Customer, the Company shall prepare and provide the Customer with a copy of the final design and/or sketch at least five (5) business days prior to the commencement of installation of the Equipment at the Installation Site. The final design sketch will conform, to the extent practicable, to the Customer's preferences or preferred design.

If the final design sketch has been provided to the Customer, as required above, and the Customer has not advised the Company of specific changes to be made to the final design sketch at least two (2) days prior to the commencement of work at the Installation Site, then the Customer will be deemed to have consented to the configuration and installation of Equipment pursuant to the final design sketch.

The Customer is responsible for indicating the location where the Equipment is to be installed and the direction and orientation of the illumination provided thereby by staking or other clear marking.

The Equipment shall be repaired or replaced with the closest available light and/or light pole and associated rate(s) should parts or Equipment become unavailable.

THE COMPANY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING AN IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE of either the Equipment or the lighting design plan pursuant to which the Equipment is installed.

3. **Damages During Construction** The Customer shall be responsible for all costs incurred to repair or replace any Equipment which is damaged by the Customer, its agents, employees, representatives or third parties other than the Company during construction or use of the equipment including but not limited to costs incurred to repair or relocate Equipment to proper depths in response to a lowering of the grade of the soil above any conduit serving the Equipment.

4. **Customer Information and Preparation** The Customer shall locate and advise the Company, by providing an accurate map and other necessary written descriptions, of the exact location of all underground facilities and equipment including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("Underground Facilities") at the Installation Site at least two (2) days prior to the commencement of any work by the Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities by the Company that were not properly identified by the Customer, as described under this Paragraph, shall be paid by the Customer.

Exculpation of liability shall include those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties.

5. **Non-Standard Service Charges** The Customer shall pay all costs associated with any additional Company facilities and services that are not considered standard for providing lighting service including, but not limited to: installation of distribution transformers, relays, protective shields, bird deterrent devices, light trespass shields, any devices required by local regulations to control the level or duration of illumination including any associated planning and engineering costs, removal and replacement of pavement required to install underground lighting cable, and directional boring. Charges will also be assessed for light rotations and light pole relocations. The Company will bill the Customer the actual cost of such non-standard facilities and services as incurred.

- 6. Customer Contribution in Aid of Construction** The Company shall pay for all normal Equipment installation costs, with the exception of the following: \$0.00 for the Contribution in Aid of Construction(CIAC). Refer to Section 5.2.6.1 of the Tampa Electric Tariff.
- 7. Monthly Payment** During the term of this Agreement, the Customer shall pay the Company monthly for the lighting services provided pursuant to Rate Schedule LS-1 as the rate schedule, which is on file with the Florida Public Service Commission, may be amended from time to time. All bills shall be due when rendered.
- The current monthly base charges for facilities installed under this agreement are \$934.08. Fuel and other adjustment clause charges and (where applicable) franchise fees and taxes per month under current tax rates pursuant to the Rate Schedule shall be \$171.29. The total monthly charge shall be \$1105.37 per month.
- The Company may request that Customer provide a cash deposit equal to two (2) months service under this Agreement.
- The monthly charges specified in this agreement are tied to the tariff charges currently on file with the Florida Public Service Commission and may change during the term of this Agreement in accordance with filed changes to the relevant tariffs.
- 8. Term** This Agreement shall be effective on the later of the dates indicated on the signature block ("Effective Date") and shall remain in force for a primary term of ten (10) year(s) (the "Primary Term" as provided in the applicable Rate Schedule LS-1) beginning on the date one or more of the Equipment is installed and, if applicable, at least one light is energized and ready for use and shall continue thereafter for successive one year terms (each, a "Renewal Term") until terminated by either party upon providing the other party with ninety (90) days prior written notice of termination.
- 9. Limitation on Damages** The Company will furnish electricity to operate the Equipment for dusk to dawn service or less, depending on the controlling device, each calendar year. The Company will use reasonable diligence at all times to provide continuous operation during the term. The Company shall not be liable to the Customer for any damages arising from complete or partial failure or interruption of service, shut down for repairs or adjustments, delay in providing or restoring service, or for failure to warn of any interruption of service or lighting.
- 10. Indemnification** Except for those claims, losses and damages arising out of Company's sole negligence, the Customer agrees to defend, at its own expense, and indemnify the Company for any and all claims, losses and damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing, design, installation, operation, maintenance or removal of the Equipment. The phrase "property damage" includes, but is not limited to, damage to the property of the Customer, the Company, or any third parties. For purposes of this indemnification, the "Company" shall be defined as Tampa Electric Company, its parent, Emera, Inc., and all subsidiaries and affiliates thereof, and each of their respective officers, directors, affiliates, insurers, representatives, agents, servants, employees, contractors, and any successor corporations.
- 11. Outage Notification** The Customer shall be responsible for monitoring the function of the Equipment and for notifying the Company of all Equipment outages.
- 12. Tree Trimming** Failure of the Customer to maintain adequate clearance (e.g. trees and vegetation) around the Equipment may cause illumination obstruction and/or a delay in requested repairs or required maintenance.
- 13. Termination, Removal** The Customer shall have the right to terminate this Agreement without any liability or obligation to the Company during the three (3) business day period following the Effective Date ("Initial Termination Period"), provided that written notice of such termination is received by the Company no later than the close of business on the third business day following the Effective Date. In addition, the Customer may terminate this Agreement during the period that commences at the close of the Initial Termination Period and ends at 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment at the Installation Site is scheduled to commence ("Final Termination Period"), provided that written notice of such termination is received by the Company no later than 5:00 p.m. on the business day immediately preceding the date on which installation of the Equipment commences and, provided further, that the Customer reimburses the Company for any costs incurred by the Company up to the time of the termination by the Customer. These costs include, but are not limited to, shipping and storeroom handling cost for items purchased pursuant to or in contemplation of the Agreement, restocking fees on returned purchases, the cost of purchased Equipment that cannot be returned, or in the Company's sole judgment, reasonably absorbed in current inventory, and engineering time. The Customer may not terminate this Agreement once installation of the Equipment has commenced.
- The Company may, at its option and on five (5) days written notice to Customer, terminate this agreement in the event that:
- (a) the Customer fails to pay the Company for any of the services provided herein;
 - (b) the Customer violates the terms of this agreement;
 - (c) a petition for adjudication of bankruptcy or for reorganization or rearrangement is filed by Customer pursuant to any federal or state bankruptcy law or similar federal or state law; or
 - (d) a trustee or receiver is appointed to take possession of the Installation Site (or if Customer is a tenant at the Installation Site, tenant's interest in the Installation Site) and possession is not restored to Tenant within thirty (30) days.
- If such termination occurs prior to the expiration of the Primary Term, the Customer agrees to pay the Company, as liquidated damages, an amount equal to the net present value of the monthly rate for each service taken, less all applicable fuel and other adjustment clause charges, and (where applicable) franchise fees and taxes, for each month of the unexpired Primary Term.
- 14. Easements** The Property Owner, identified on the signature page hereto, covenants that it owns or controls the Installation Site and is authorized to grant the Company an easement to permit performance of the Agreement. The Customer and the Property Owner of the Installation Site, if other than the Customer (individually, the "Grantor" collectively, the "Grantors"), hereby grant the Company a **Non-exclusive Easement** for ingress and egress over and under the Installation Site and for installation, inspection, operation, maintenance, repair, replacement, and removal of the Equipment. The Non-exclusive Easement shall terminate upon the Company's removal of the Equipment. The

Equipment shall remain the Company’s personal property, notwithstanding the manner or mode of its attachment to the Installation Site and shall not be deemed fixtures. Any claim(s) that the Company has or may hereafter have with respect to the Equipment shall be superior to any lien, right or claim of any nature that any Grantor or anyone claiming through Grantor now has or may hereafter have with respect to the Equipment by law, agreement or otherwise.

In the event that this agreement is terminated pursuant to Paragraph 13 or expires pursuant to Paragraph 8, each of the Grantors expressly grants the Company or its assigns or agents the continued right of entry at any reasonable time to remove the Equipment, or any part hereof, from the Installation Site. The Company shall not be responsible for any reasonable property damage caused at and around the Installation Site, arising from Company exercising its rights under this easement. The Grantors, individually or collectively, shall make no claim whatsoever to the Equipment or any interest or right therein.

15. Physical Alterations and Attachments In no event shall the Customer, or any other Grantor, alter, place upon or attach or allow others to alter, place upon or attach to the Equipment, except with the Company’s prior written consent and as set forth in applicable Tampa Electric guidelines, any sign or device of any nature, or place, install or permit to exist, anything, including trees or shrubbery, which would interfere with the Equipment or tend to create a dangerous condition. The Company is hereby granted the right to remove, without liability to Company, anything altered, placed, installed, or existing in violation of this paragraph, with such removal cost being paid by the Customer. Should such application to attach be made by a party other than the Customer, the initiating party shall obtain additional written approval from the Customer to attach to the specific Equipment as identified by the pole tag number. Such approval of the Customer must be provided to the Company before final approval is granted for physical attachment.

16. Insurance Customer and/or Property Owner, at his sole cost and expense, shall maintain insurance, in amounts and under policy forms reasonable and prudent for the type of property on which the Equipment is installed at all times during the life of this Agreement. Failure to provide insurance in accordance with this Section shall constitute a material breach of this Agreement.

17. Amendments During the term of this Agreement, Company and Customer may amend or enter into additional addenda to the Agreement (“Addenda”) upon the mutual written agreement of both parties in the form of Addendum “A” hereto.

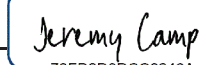
18. Light Trespass Customer acknowledges and agrees that the Customer is solely responsible for specifying the general location of the Equipment and the direction and orientation of the illumination provided thereby. The Company will not be required to install or continue to operate the Equipment at any location where the service may be or has become objectionable to others. If removal of any Equipment is the only practicable resolution of the objection, such removal will be deemed a termination prior to the expiration of the Primary Term as provided in Paragraph 13 and Customer promptly shall pay the Company the liquidated damages specified therein for the percentage or portion of the Equipment that must be removed.

19. Assignments This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto. This Agreement may not be assigned by Customer in whole, and Customer shall not be released from the obligations hereunder, except with the written consent of Company in its sole discretion. In the event of an Assignment, the assignee may be substituted herein for the Customer and/or other Grantor with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement except by a separate writing from the Company in the Company’s sole discretion.

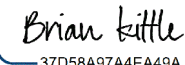
20. General No delay or failure by the Customer or the Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties, each of whom represents and warrants that he or she is duly authorized to execute this Agreement, have caused this instrument to be executed in due form of law.

Customer: SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT
By/Title: BOARD OF SUPERVISORS
Name (print): JEREMY CAMP
DocuSigned by:
Signature: 
73FD2D0DCC6246A...
Date: 2/27/2024
Phone #: (407)412-8093
Email: jeremy.camp@meritagehomes.com

Tampa Electric Company Representative:
By/Title: _____
Signature: _____
Department: _____
Date: _____

Property Owner: MERITAGE HOMES OF FLORIDA, INC
By/Title: DIVISION PRESIDENT ORLANDO
Name (print): BRIAN KITTLE
DocuSigned by:
Signature: 
37D58A97A4EA49A...

Tampa Electric Company Manager:
By/Title: Manager
DocuSigned by:
Signature: 
Department: 355F7F7B3AC44DA...tment

Date: 2/27/2024

Phone #: (407)412-8093

Email: Brian.Kittle@meritagehomes.com

Date: 2/27/2024

Contract No. 2495757

SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT

9

RESOLUTION 2024-07

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

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

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

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

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

_____.

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

PASSED AND ADOPTED this ____ day of _____, 2024.

ATTEST:

**SPRINGS AT LAKE ALFRED COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED
FINANCIAL
STATEMENTS**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2024**

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2024**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 8,051	\$ -	\$ 8,051
Accounts receivable	497	-	497
Due from Landowner	13,545	4,958	18,503
Total assets	<u>22,093</u>	<u>4,958</u>	<u>27,051</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 16,092	\$ 4,958	\$ 21,050
Due to Landowner	-	6,298	6,298
Landowner advance	6,000	-	6,000
Total liabilities	<u>22,092</u>	<u>11,256</u>	<u>33,348</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	13,545	-	13,545
Total deferred inflows of resources	<u>13,545</u>	<u>-</u>	<u>13,545</u>
Fund balances:			
Restricted for:			
Debt service	-	(6,298)	(6,298)
Unassigned	(13,544)	-	(13,544)
Total fund balances	<u>(13,544)</u>	<u>(6,298)</u>	<u>(19,842)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 22,093</u>	<u>\$ 4,958</u>	<u>\$ 27,051</u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ -	\$ 7,233	\$ 85,765	8%
Total revenues	-	7,233	85,765	8%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	8,000	42,000	19%
Legal	335	335	25,000	1%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	750	0%
Telephone	17	67	200	34%
Postage	-	9	500	2%
Printing & binding	42	167	500	33%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	1,680	1,680	1,680	100%
Website ADA compliance	-	-	210	0%
Total expenditures	4,074	15,433	85,765	18%
Excess/(deficiency) of revenues over/(under) expenditures	(4,074)	(8,200)	-	
Fund balances - beginning	(9,470)	(5,344)	-	
Fund balances - ending	\$ (13,544)	\$ (13,544)	\$ -	

*These items will be realized when bonds are issued

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2021
FOR THE PERIOD ENDED JANUARY 31, 2024**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 - -	 - -
 Fund balances - beginning	 <u>(6,298)</u>	 <u>(6,298)</u>
Fund balances - ending	<u><u>\$ (6,298)</u></u>	<u><u>\$ (6,298)</u></u>

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

MINUTES

DRAFT

MINUTES OF MEETING

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Springs at Lake Alfred Community Development District held a Regular Meeting and Audit Committee Meeting on February 15, 2024, at 5:00 p.m., at the Lake Alfred Public Library, 245 N. Seminole Avenue, Lake Alfred, Florida 33850.

Present were:

Martha Schiffer	Chair
Gabriel Shamma	Assistant Secretary
Jeremy Camp	Assistant Secretary

Also present:

Kristen Suit	District Manager
Michael Hoyos (via telephone)	Wrathell, Hunt and Associates, LLC
Lindsay Whelan (via telephone)	District Counsel
Bennett Davenport (via telephone)	Kutak Rock LLP
Christopher Allen (via telephone)	Interim District Engineer
Ashton Bligh (via telephone)	Bond Counsel
Megan Germino	Supervisor-Appointee
Brihanna Staschiak	Supervisor-Appointee

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 5:00 p.m. Supervisors Schiffer, Shamma and Camp and were present. Supervisors-Elect/Appointee Lee Susewit and Supervisor-Appointee Louis Cioffi were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Acceptance of Intention to Decline Appointment to Board

Ms. Suit presented the following Notices of Intent to Decline Appointment/Election:

A. Louis Cioffi [Seat 1]

B. Lee Susewit [Seat 4]

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the Notices of Intent to Decline Appointment/Election to the Board from Mr. Louis Cioffi and Mr. Lee Susewit to Seats 1 and 4, respectively, were accepted.

FOURTH ORDER OF BUSINESS**Consider Appointment to Fill Unexpired Terms of Seat 1 and Seat 4**

Ms. Schiffer nominated Ms. Megan Germino to fill Seat 1 and Ms. Brihanna Staschiak to fill Seat 4. No other nominations were made.

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the appointments of Ms. Megan Germino to fill Seat 1 and Ms. Brihanna Staschiak to fill Seat 4, were approved.

FIFTH ORDER OF BUSINESS**Administration of Oath of Office to Appointed Supervisors**

Ms. Suit, a Notary of the State of Florida and duly authorized, administered the Oath of Office to Ms. Megan Germino and Ms. Brihanna Staschiak. Mr. Davenport explained the documents and information in the Supervisor's package, including the Sunshine and Public Records laws, filing financial disclosure forms and the Conflict of Interest Form.

SIXTH ORDER OF BUSINESS**Update: Required Ethics Training and Form 1 Disclosure Filing**

Mr. Davenport presented the Memorandum about the required ethics training, training options and reporting completion of the training when filing Form 1 in 2025. Form 1 is now filed electronically with the Commission on Ethics rather than with the local Supervisor of Elections office.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2024-01, Appointing and Removing Officers of the District and Providing for an Effective Date**

Ms. Schiffer nominated the following slate:

Martha Schiffer

Chair

Megan Germino

Vice Chair

80 Jeremy Camp Assistant Secretary
81 Gabriel Shamma Assistant Secretary
82 Brihanna Staschiak Assistant Secretary

83 No other nominations were made. This Resolution removes Michael Fratti and Lee
84 Susewit as Board Officers. Prior appointments for Secretary, Treasurer, Assistant Treasurer and
85 Assistant Secretary Kristen Suit, remain unaffected by this Resolution.

86

87 **On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor,**
88 **Resolution 2024-01, Appointing, as nominated, and Removing Officers of the**
89 **District and Providing for an Effective Date, was adopted.**

90

91

92 **EIGHTH ORDER OF BUSINESS**

Consideration of Resolution 2024-02,
 Extending the Terms of Office of All
 Current Supervisors to Coincide with the
 General Election Pursuant to Section
 190.006, Florida Statutes, Providing for
 Severability, and Providing an Effective
 Date

99

100 **On MOTION by Ms. Schiffer and seconded by Mr. Shamma, with all in favor,**
101 **Resolution 2024-02, Extending the Terms of Office of All Current Supervisors to**
102 **Coincide with the General Election Pursuant to Section 190.006, Florida**
103 **Statutes, Providing for Severability, and Providing an Effective Date, was**
104 **adopted.**

105

106

107 **NINTH ORDER OF BUSINESS**

Presentation of Supplemental Engineer's
 Report

108

109

110 Mr. Allen presented the Supplemental Engineer's Report dated February 15, 2024 and
111 noted the following:

112 ➤ The Report describes the "2024 Project" improvements necessary for the first 192 lots
113 within the sub-division generally situated in the southeast corner of the CDD.

114 ➤ The necessary infrastructure improvements are being constructed, including the
115 sanitary sewer, roadway, water and stormwater system, along with some off-site
116 improvements, mainly a turn lane within a Polk County right-of-way (ROW).

117 ➤ All permits for construction are in hand and construction is currently underway.

➤ The estimated costs are provided within the Engineer's Report and are based on current costs in the area.

Mr. Allan stated that the improvements and the cost incurred are necessary for the 192 lots being developed and the costs are reasonable within the current market.

Mr. Bennet recommended approval in substantial form as there might be a few changes going forward.

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the Supplemental Engineer's Report-Phase 1, dated February 15, 2024, in substantial form, was approved.

TENTH ORDER OF BUSINESS

Presentation of First Supplemental Special Assessment Methodology Report

Mr. Hoyos presented the First Supplemental Special Assessment Methodology Report for the Series 2024 Bonds, dated February 15, 2024 and noted the following:

➤ This Methodology provides the Supplemental Financing Plan and Supplemental Special Assessment Methodology for Assessment Area One, which covers the 192 lots being developed.

➤ Lays out the costs based on the Engineer's Report and preliminary sources and uses of funds.

➤ The par amount of bonds is \$4,110,000 to net \$3,686,483.75 of construction funds.

In response to the question of whether the next bond issuance will be after the second phase is platted, Mr. Hoyos assumes so but is not sure.

Mr. Davenport posed and Mr. Hoyos responded to the following questions regarding the First Supplemental Special Assessment Methodology Report.

Mr. Davenport: Can you confirm that the assessments are fairly and reasonably allocated to the benefitted properties?

Mr. Hoyos: They are definitely fairly apportioned based on their benefits received.

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the First Supplemental Special Assessment Methodology Report, Series 2024 Bonds, dated February 15, 2024, in substantial form, was approved.

ELEVENTH ORDER OF BUSINESS

Consideration of Resolution 2024-03, Authorizing the Issuance of its Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes

Ms. Bligh presented the Delegation Resolution 2024-03, which accomplishes the following:

- Authorizes the CDD to sell one series of bonds for the primary purpose of providing funds to pay all or a portion of the costs of public infrastructure for 192 residential units, known as the "Assessment Area One" project.
- Includes a Project Cost Table that was taken from the Supplemental Engineer's Report that was just presented.

➤ The forms of documents attached to the Resolution include the First Supplemental Indenture, Bond Purchase Contract, Preliminary Limited Offering Memorandum (PLOM), Rule 15c2-12 Certificate and a Continuing Disclosure Agreement.

➤ Section 4 explains that the CDD is not required to do a public offering of the bonds.

➤ Section 5 includes the parameters for the Series 2024 bonds, setting forth that any optional redemption of the bonds will be determined at pricing, the interest rate on the Series 2024 bonds shall not exceed the maximum statutory rate, the aggregate principal amount of the Series 2024 bonds shall not exceed \$5 million and shall have a final maturity not later than the maximum terms allowed by Florida law, which is currently 30 years of principal amortization.

➤ Sets forth that the price at which the Series 2024 bonds shall be sold to the Underwriter shall not be less than 98% of the aggregate face amount of the Series 2024 bonds.

Ms. Bligh requested approval in substantial form.

On MOTION by Mr. Camp and seconded by Ms. Schiffer, with all in favor, Resolution 2024-03, in substantial form, Authorizing the Issuance of its Springs at Lake Alfred Community Development District Special Assessment Bonds, Series 2024 (Assessment Area One Project) (the "Series 2024 Bonds"); Determining Certain Details of the Series 2024 Bonds and Establishing Certain Parameters for the Sale Thereof; Approving the Form of and Authorizing the Execution and Delivery of a First Supplemental Trust Indenture; Authorizing the Negotiated Sale of the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Series 2024 Bonds and Awarding the Series 2024 Bonds to the Underwriter Named Therein; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum Relating to the Series 2024 Bonds and Its Use by the Underwriter in Connection with the Offering for Sale of the Series 2024 Bonds; Approving the Execution and Delivery of a Final Limited Offering Memorandum Relating to the Series 2024 Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Continuing Disclosure Agreement; Providing for the Application of the Series 2024 Bond Proceeds; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Series 2024 Bonds; Making Certain Declarations; Providing an Effective Date and for Other Purposes, was adopted.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2024-04,
Designating Dates, Times and Locations for
Regular Meetings of the Board of**

Supervisors of the District for Fiscal Year
2023/2024 and Providing for an Effective
Date

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor,
Resolution 2024-04, Designating Dates, Times and Locations for Regular
Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024
and Providing for an Effective Date, was adopted.

THIRTEENTH ORDER OF BUSINESS

Recess Regular Meeting/Commencement
of Audit Selection Committee Meeting

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the
Regular Meeting recessed and the Audit Selection Committee Meeting
commenced.

FOURTEENTH ORDER OF BUSINESS

Review of Response to Request for
Proposals (RFP) for Annual Audit Services

A. Affidavit of Publication**B. RFP Package****C. Respondents****I. Berger, Toombs, Elam, Gaines & Frank****II. Grau & Associates**

The Audit Committee Members completed their ranking forms.

Ms. Suit voiced her opinion that both firms are equally qualified; however, Berger, Toombs, Elam, Gaines & Frank (BTEGF) filed the audits for 14 of District Management's clients late. BTEGF bid \$3,065 without bonds and \$4,365 with bonds. Grau & Associates (Grau) bid \$3,100 without bonds, with a \$100 increase annually through 2028; the fee increases \$1,500 if bonds are issued.

Mr. Davenport pointed out BTEGF did not provide renewal costs as instructed in the RFP and neither respondent complied with the terms in the Addendum to the engagement letter to include an option to renegotiate the price for each renewal.

D. Auditor Evaluation Matrix/Ranking

Ms. Suit tallied the scores and calculated the average scores and ranking, as follows:

#1	Grau & Associates	95.4 Points
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#2 Berger, Toombs, Elam, Gaines & Frank 72.2 Points

FIFTEENTH ORDER OF BUSINESS

Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the Audit Selection Committee Meeting terminated and the Regular Meeting reconvened.

SIXTEENTH ORDER OF BUSINESS

Consider Recommendation of Audit Selection Committee

- **Award of Contract**

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, accepting the scores, ranking and recommendation of the Audit Selection Committee to rank Grau & Associates as the #1 ranked respondent to the RFP for Annual Audit Services and award the Annual Audit Service contract to Grau & Associates, was approved.

SEVENTEENTH ORDER OF BUSINESS

Ratification of Polk County Tax Collector Uniform Collection Agreement

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the Polk County Tax Collector Uniform Collection Agreement, was ratified.

EIGHTEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-05, Designating the Primary Administrative Office of the District and Providing an Effective Date

On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, Resolution 2024-05, Designating 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, as the Primary Administrative Office of the District and Providing an Effective Date, was adopted.

NINETEENTH ORDER OF BUSINESS

Consideration of Resolution 2024-06, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was tabled to August, when the sale models are expected to be completed.

TWENTIETH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of December 31, 2023**

**On MOTION by Ms. Schiffer and seconded by Mr. Camp, with all in favor, the
Unaudited Financial Statements as of December 31, 2023, were accepted.**

TWENTY-FIRST ORDER OF BUSINESS**Approval of April 20, 2023 Public Hearings
and Regular Meeting Minutes**

**On MOTION by Ms. Schiffer and seconded Ms. Germino, with all in favor, the
April 20, 2023 Public Hearings and Regular Meeting Minutes, as presented,
were approved.**

TWENTY-SECOND ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): Dewberry Engineers Inc.**
- C. District Manager: Wrathell, Hunt and Associates, LLC**

There were no Staff reports.

- **NEXT MEETING DATE: TBD**
- **QUORUM CHECK**

The next meeting will be held on March 21, 2024.

TWENTY-THIRD ORDER OF BUSINESS**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

TWENTY-FOURTH ORDER OF BUSINESS**Public Comments**

No members of the public spoke.

TWENTY-FIFTH ORDER OF BUSINESS**Adjournment**

**On MOTION by Mr. Camp and seconded by Ms. Schiffer, with all in favor, the
meeting adjourned at 5:35 p.m.**

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Secretary/Assistant Secretary

Chair/Vice Chair

**SPRINGS AT LAKE ALFRED
COMMUNITY DEVELOPMENT DISTRICT**

STAFF REPORTS

SPRINGS AT LAKE ALFRED COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Lake Alfred Public Library, 245 N Seminole Avenue, Lake Alfred, Florida 33850</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
March 21, 2024	Regular Meeting	5:00 PM
April 18, 2024	Regular Meeting	5:00 PM
May 16, 2024	Regular Meeting	5:00 PM
June 20, 2024	Regular Meeting	5:00 PM
July 18, 2024	Regular Meeting	5:00 PM
August 15, 2024	Regular Meeting	5:00 PM
September 19, 2024	Regular Meeting	5:00 PM