# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

## December 14, 2022

## BOARD OF SUPERVISORS

# ORGANIZATIONAL MEETING AGENDA

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# AGENDA LETTER

# Sorrento Pines 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**

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

December 7, 2022

Board of Supervisors
Sorrento Pines Community Development District

Dear Board Members:

The Board of Supervisors of the Sorrento Pines Community Development District will hold an Organizational Meeting on December 14, 2022, immediately following the adjournment of the Landowners' Meeting, scheduled to commence at 11:30 a.m., at the Fruitland Park Library, 604 W. Berckman Street, Fruitland Park, Florida 34731. The agenda is as follows:

1. Call to Order/Roll Call

2. Public Comments

GENERAL DISTRICT ITEMS

3. Administration of Oath of Office to Elected Board of Supervisors *(the following will be provided in a separate package)*
    - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - B. Membership, Obligations and Responsibilities
    - C. Chapter 190, Florida Statutes
    - D. Financial Disclosure Forms
        - I. Form 1: Statement of Financial Interests
        - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
        - III. Form 1F: Final Statement of Financial Interests
    - E. Form 8B: Memorandum of Voting Conflict

4. Consideration of Resolution 2023-01, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date

5. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date

ORGANIZATIONAL ITEMS

6. Consideration of the Following Organizational Items:
   A. Resolution 2023-03, Appointing and Fixing the Compensation of the District Manager and Methodology Consultant; Providing an Effective Date
      - Agreement for District Management Services: *Wrathell, Hunt and Associates, LLC*
   B. Resolution 2023-04, Appointing District Counsel for the District, and Authorizing Compensation; and Providing for an Effective Date
      - Fee Agreement: *KE Law Group, PLLC*
   C. Resolution 2023-05, Designating a Registered Agent and Registered Office of the District, and Providing for an Effective Date
   D. Resolution 2023-06, Appointing an Interim District Engineer for the Sorrento Pines Community Development District, Authorizing Its Compensation and Providing for an Effective Date
      - Interim Engineering Services Agreement: *Poulos & Bennett*
   E. Authorization of Request for Qualifications (RFQ) for Engineering Services
   F. Board Member Compensation: 190.006 (8), F.S.
   G. Resolution 2023-07, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
   H. Resolution 2023-08, Setting Forth the Policy of the District Board of Supervisors with Regard to the Support and Legal Defense of the Board of Supervisors and District Officers, and Providing for an Effective Date
      - Authorization to Obtain General Liability and Public Officers' Insurance
   I. Resolution 2023-09, Providing for the Public's Opportunity to Be Heard; Designating Public Comment Periods; Designating a Procedure to Identify Individuals Seeking to Be Heard; Addressing Public Decorum; Addressing Exceptions; and Providing for Severability and an Effective Date
   J. Resolution 2023-10, Providing for the Appointment of a Records Management Liaison Officer; Providing the Duties of the Records Management Liaison Officer; Adopting a Records Retention Policy; and Providing for Severability and Effective Date

K. Resolution 2023-11, Granting the Chair and Vice Chair the Authority to Execute Real and Personal Property Conveyance and Dedication Documents, Plats and Other Documents Related to the Development of the District's Improvements; Approving the Scope and Terms of Such Authorization; Providing a Severability Clause; and Providing an Effective Date

L. Resolution 2023-12, Ratifying, Confirming and Approving the Recording of the Notice of Establishment of the District, and Providing for an Effective Date

M. Authorization of Request for Proposals (RFP) for Annual Audit Services

- Designation of Board of Supervisors as Audit Committee

N. Strange Zone, Inc., Quotation #M22-1051 for District Website Design, Maintenance and Domain Web-Site Design Agreement

O. ADA Site Compliance Proposal for Website Compliance Shield, Accessibility Policy and One (1) Annual Technological Audit

P. Resolution 2023-13, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date

I. Rules of Procedure

II. Notices [Rule Development and Rulemaking]

Q. Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

R. Resolution 2023-15, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an Effective Date

S. Stormwater Management Needs Analysis Reporting Requirements

BANKING ITEMS

7. Consideration of the Following Banking Items:

A. Resolution 2023-16, Designating a Public Depository for Funds of the District and Providing an Effective Date

B. Resolution 2023-17, Directing the District Manager to Appoint Signors on the Local Bank Account; and Providing an Effective Date

BUDGETARY ITEMS

8. Consideration of the Following Budgetary Items:

A. Resolution 2023-18, Approving a Proposed Budget for Fiscal Year 2022/2023 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date

B. Fiscal Year 2022/2023 Budget Funding Agreement

C. Resolution 2023-19, Adopting the Alternative Investment Guidelines for Investing Public Funds in Excess of Amounts Needed to Meet Current Operating Expenses, in Accordance with Section 218.415(17), Florida Statutes

D. Resolution 2023-20, Authorizing the Disbursement of Funds for Payment of Certain Continuing Expenses Without Prior Approval of the Board of Supervisors; Authorizing the Disbursement of Funds for Payment of Certain Non-Continuing Expenses Without Prior Approval of the Board of Supervisors; Providing for a Monetary Threshold; and Providing for an Effective Date

E. Resolution 2023-21, Adopting a Policy for Reimbursement of District Travel Expenses; and Providing for Severability and an Effective Date

F. Resolution 2023-22, Adopting Prompt Payment Policies and Procedures Pursuant to Chapter 218, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

G. Resolution 2023-23, Adopting an Internal Controls Policy Consistent with Section 218.33, Florida Statutes; Providing an Effective Date

H. Consideration of E-Verify Memo with MOU

BOND FINANCING ITEMS

9. Consideration of the Following Bond Financing Related Items:

A. Bond Financing Team Funding Agreement

B. Engagement of Bond Financing Professionals

I. Underwriter/Investment Banker: *FMSbonds, Inc.*

II. Bond Counsel: *Greenberg Traurig, PA*

III. Trustee, Paying Agent and Registrar: *U.S. Bank Trust Company, N.A*.

C. Resolution 2023-24, Designating a Date, Time, and Location of a Public Hearing Regarding the District's Intent to Use the Uniform Method for the Levy, Collection, and Enforcement of Non-Ad Valorem Special Assessments as Authorized by Section 197.3632, Florida Statutes; Authorizing the Publication of the Notice of Such Hearing; and Providing an Effective Date

D. Presentation of Master Engineer's Report

E. Presentation of Special Assessment Methodology Report

F. Resolution 2023-25, Declaring Special Assessments; Designating the Nature and Location of the Proposed Improvements; Declaring the Total Estimated Cost of the Improvements, the Portion to be Paid By Assessments, and the Manner and Timing in Which the Assessments are to Be Paid; Designating the Lands Upon Which the Assessments Shall Be Levied; Providing for an Assessment Plat and a Preliminary Assessment Roll; Addressing the Setting of Public Hearings; Providing for Publication of this Resolution; and Addressing Conflicts, Severability and an Effective Date

G. Resolution 2023-26, Authorizing the Issuance of Not to Exceed $33,545,000 Aggregate Principal Amount of Sorrento Pines Community Development District Special Assessment Bonds, in One or More Series to Pay All or a Portion of the Costs of the Planning, Financing, Construction and/or Acquisition of Public Infrastructure Improvements Including, but Not Limited to Entry Features and Signage, Stormwater Facilities, Water and Sewer Facilities, Recreation Facilities and Road Construction, and Associated Professional Fees and Incidental Costs Related Thereto Pursuant to Chapter 190, Florida Statutes, as Amended; Appointing a Trustee; Approving the Form of and Authorizing the Execution and Delivery of a Master Trust Indenture; Providing That Such Bonds Shall Not Constitute a Debt, Liability or Obligation of Sorrento Pines Community Development District, Lake County, Florida, or the State of Florida or of Any Political Subdivision Thereof, But Shall Be Payable From Special Assessments Assessed And Levied On The Property Within the District Benefited by the Improvements and Subject to Assessment; Providing for the Judicial Validation of Such Bonds; And Providing for Other Related Matters

CONSTRUCTION ITEMS

10. Consideration of the Following Construction Related Items:

A. Acquisition Agreement

B. Temporary Construction Easement

C. Acquisition of Phase 1 Utilities

11. BOUNDARY AMENDMENT ITEM

- Consideration of Resolution 2023-27, Directing the Chair and District Staff to Request the Passage of an Ordinance by Lake County Florida, Amending the

District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of that Process; and Providing an Effective Date

12. Staff Reports
    A. District Counsel: *KE Law Group, PLLC*
    B. District Engineer (Interim): *Poulos & Bennett*
    C. District Manager: *Wrathell, Hunt and Associates, LLC*
13. Board Members' Comments/Requests
14. Public Comments
15. Adjournment

The third order of business is general in nature; you will subscribe to an Oath of Office. As a Supervisor, you are a local public official and, as such, subject to financial disclosure requirements, Code of Ethics for Public Officers and Employees, and the Sunshine Law. The enclosed, Form 1 – Statement of Financial Interests, must be completed and mailed to the Supervisor of Elections, in the county in which you permanently reside, within 30 days of appointment to office.

The fourth order of business canvasses and certifies the results of the landowners' election of Supervisors, which will be evidenced by the adoption of Resolution 2023-01.

The fifth order of business deals with the designation and appointment of officers, which will be evidenced by the adoption of Resolution 2023-02. The following guidelines are recommended for consideration by the Board:

| | |
|---|---|
| Chair | Elected by the Board members and must be a member of the Board. He/She is responsible for conducting the meetings of the Board and for signing required documents of the District. |
| Vice Chair | Elected by the Board members and must be a member of the Board. He/She acts in the position of Chair in the absence of the Chair. |
| Secretary | Elected by the Board members and can be either a member of the Board or a member of the District's Staff. The Secretary of the Board is responsible for keeping all of the District's public records, including minutes, agendas, etc., along with attesting to the Chair's signature on documents. Generally, the District Manager serves as the Secretary. |

| | |
|---|---|
| Treasurer | Elected by the Board members and either a member of the Board or a member of the District's Staff. The Treasurer of the Board is responsible for maintaining the District's accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc. Generally, the District Manager serves as the Treasurer. |
| Assistant Treasurer | Elected by the Board members and either a member of the Board or a member of the District's Staff. The Assistant Treasurer of the Board is responsible for supporting the Treasurer in maintaining the District's accounting records, including coordination with the Trustee, the Auditor, Accounts Payable, and Payroll Staff, etc. |
| Assistant Secretary | Elected by the Board members and recommended to be all other members of the Board who do not hold either the Chair's or the Vice Chair's position. |

The sixth order of business relates to organizational matters, including the appointment of the District Manager, General Counsel, Interim Engineer, designation of Registered Agent, Primary Administrative Office, as well as website related items. In addition, the Board will address the selection of dates and a location for the District's regular meeting schedule for Fiscal Year 2023. Generally, the Board meets on a monthly basis throughout the year, and the establishment of a regular meeting date, time and location is recommended.

The seventh order of business deals with banking matters including designation of a Qualified Public Depository, establishment of a District checking account and designation of signatories.

The eighth order of business deals with budgetary matters, including consideration of the proposed budget for Fiscal Year 2022/2023 and adoption of the resolution approving the proposed budget for the purpose of setting public hearing to adopt the final budget. The Board will also be considering the Fiscal Year 2022/2023 Funding Agreement, Alternative Investment Guidelines for the District, as well as Prompt Payment Policies.

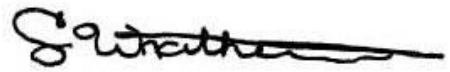
The ninth order of business deals with bond financing matters.

The tenth order of business deals with construction related matters.

The eleventh order of business deals with boundary amendment related items

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres (904) 295-5714

Sincerely,



Craig Wrathell
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**
**CALL-IN NUMBER: 1-888-354-0094**
**PARTICIPANT PASSCODE: 782 134 6157**

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 4

**RESOLUTION 2023-01**

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

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

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

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

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

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

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

| | | |
|---|---|---|
| | Seat 1 | __ Votes |
| | Seat 2 | __ Votes |
| | Seat 3 | __ Votes |
| | Seat 4 | __ Votes |
| | Seat 5 | __ Votes |

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

| | | |
|---|---|---|
| | Seat 1 | __-Year Term |
| | Seat 2 | __-Year Term |
| | Seat 3 | __-Year Term |
| | Seat 4 | __-Year Term |
| | Seat 5 | ___-Year Term |

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

Attest:

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 5

**RESOLUTION 2023-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

**SECTION 1**. _____ is appointed Chair.

**SECTION 2**. _____ is appointed Vice Chair.

**SECTION 3**. **Craig Wrathell** is appointed Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

_____ is appointed Assistant Secretary.

**Ernesto Torres** is appointed Assistant Secretary.

**SECTION 4**. **Craig Wrathell** is appointed Treasurer.

**Jeff Pinder** is appointed Assistant Treasurer.

**SECTION 5**. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST:

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6A

**RESOLUTION 2023-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT APPOINTING AND FIXING THE COMPENSATION OF THE DISTRICT MANAGER AND METHODOLOGY CONSULTANT; PROVIDING AN EFFECTIVE DATE**

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

**WHEREAS,** the Board of Supervisors of the District ("**Board**") must employ and fix compensation of a District Manager; and

**WHEREAS,** the Board desires to appoint a Methodology Consultant to advise regarding the proposed issuance of special assessment bonds and other financing methods for District improvements; and

**WHEREAS,** the Board has determined that the appointment of a Methodology Consultant is necessary, appropriate and in the District's best interests; and

**WHEREAS,** the Board desires to appoint a District Manager and Methodology Consultant and to provide compensation for their services.

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

**1. APPOINTMENT OF DISTRICT MANAGER.** The District Manager and Methodology Consultant are hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A,** which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Agreement for Management Services

Wrathell, Hunt and Associates, LLC

**AGREEMENT FOR MANAGEMENT SERVICES**
**between**
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**and**
**WRATHELL, HUNT & ASSOCIATES, LLC**

THIS AGREEMENT FOR MANAGEMENT SERVICES (this "Agreement"), is made and entered into on this 14th day of December, 2022, by and between the **Sorrento Pines Community Development District**, hereinafter referred to as "DISTRICT", and the firm of ***Wrathell, Hunt & Associates, LLC***, a Florida limited liability company, hereinafter referred to as "MANAGER".

WITNESSETH:

WHEREAS, the DISTRICT desires to retain the MANAGER to provide non-exclusive management, recording, assessment methodology and accounting advisory services for the DISTRICT, as required to meet the needs of the DISTRICT during the contract period; and

WHEREAS, the MANAGER desires to provide such services to the DISTRICT as more particularly described in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements expressed herein, and other good and valuable consideration, the receipt and adequacy of which are hereby conclusively acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. The DISTRICT hereby engages the MANAGER to provide the services more particularly described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Services").

2. The DISTRICT agrees to compensate the MANAGER by payment of the fees (collectively, the "Fees") set forth in the fee schedule attached hereto as Exhibit B and incorporated herein by this reference (the "Fee Schedule"). The Fees, except as otherwise provided on the Fee Schedule, shall be payable in equal monthly installments on the first day of each month. The DISTRICT will consider price adjustments at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and each succeeding twelve (12)-month period thereafter to compensate for market conditions and the anticipated type and scope of the Services to be performed during the next twelve (12)-month period. Accordingly, the Fees and the Fee Schedule shall be deemed increased at the end of the fiscal year of the DISTRICT in effect upon the commencement of this Agreement and thereafter annually at the end of each succeeding fiscal year to the extent approved in the annual budget adopted by the Board of Supervisors of the DISTRICT (the "Board"). In no event shall the Fees be increased

to an amount which exceeds the amount of funds approved for the Services in the applicable budget adopted by the Board.

3. This Agreement shall become effective on the date set forth above and the term of this Agreement shall commence on such date and continue until this Agreement is terminated pursuant to the terms of this Section 3. This Agreement may be terminated as follows:

   a) by the DISTRICT for "good cause", which shall include misfeasance, malfeasance, nonfeasance by the MANAGER, or failure of the MANAGER to perform the Services as required under this Agreement, if such misfeasance, malfeasance, nonfeasance or failure to perform the Services as required under this Agreement has not been cured within ten (10) business days after the DISTRICT has provided notice of same to the MANAGER (the "Cure Period"), upon providing ten (10) business days prior written notice to the MANAGER (which period shall not begin to run until the expiration of the Cure Period);

   b) upon the dissolution or court-declared invalidity of the DISTRICT; or

   c) by either party, for any reason, by providing sixty (60) days prior written notice to the other party.

   Upon the termination of this Agreement, the MANAGER agrees to take all reasonable and necessary actions to transfer to the DISTRICT, or to such other party as directed by the DISTRICT, all the books and records of the DISTRICT in the MANAGER'S possession in an orderly fashion. The portion of the Fees and any other amounts due and owing to the MANAGER under this Agreement up to the effective date of the termination of this Agreement shall be due and payable immediately upon the termination of this Agreement. The DISTRICT'S obligation to make payment to the MANAGER of the portion of the Fees and any other amounts due and owing to MANAGER under this Agreement up to the effective date of the termination shall survive the termination of this Agreement.

4. The MANAGER shall devote such time as is reasonably necessary to perform the Services.

5. The MANAGER represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services, as provided for in the standard set forth in Section 112.311, Florida Statutes. The MANAGER further represents that no person having any such interest shall be employed by the MANAGER to perform the Services or any portion thereof.

6. The MANAGER shall promptly notify the DISTRICT in writing of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the MANAGER'S judgment or quality of the Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, identify the nature of work that the MANAGER may undertake, if applicable, and request an opinion of the DISTRICT as to whether the

association, interest or circumstance would, in the opinion of the DISTRICT, constitute a conflict of interest if entered into by the MANAGER. The DISTRICT agrees to notify the MANAGER of its opinion within thirty (30) days of receipt of any notification by the MANAGER pursuant to this Section 6. If, in the opinion of the DISTRICT, the prospective business association, interest or circumstance would not constitute a conflict of interest by the MANAGER, the DISTRICT shall so state in its opinion, and in such event (i) the association, interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided to the DISTRICT by the MANAGER under the terms of this Agreement, and (ii) the Manager shall be free to pursue such prospective business association, interest or circumstance. The MANAGER shall be free to perform services similar to the type of services offered to the DISTRICT as part of the Services hereunder, and any other services, for any other special purpose taxing district, developer, landowner or otherwise. Nothing in this Agreement shall be deemed to prevent the MANAGER from performing such services, or any other services, for any other special taxing district, developer, landowner or otherwise and the providing of such services shall not constitute a conflict of interest under this Agreement.

7. The MANAGER agrees that all Services shall be performed by skilled and competent personnel.

8. The DISTRICT acknowledges that the MANAGER is not an attorney and may not render legal advice or opinions. Although the MANAGER may participate in the accumulation of information necessary for use in documents required by the DISTRICT in order to finalize any particular matters, such information shall be verified by the DISTRICT as to its correctness; provided, however, that the DISTRICT shall not be required to verify the correctness of any information originated by the MANAGER in connection with the Services.

9. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in the county where the DISTRICT is located. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, shall not be construed as a waiver or relinquishment of the right to insist on the strict observance or performance of any or all of the other provisions of this Agreement. The failure of either party to exercise any right of remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right of remedy with respect to subsequent defaults. The provisions of this Section 9 shall survive the termination of this Agreement.

10. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover from the non-prevailing party

reasonable attorney's fees and all costs and expenses expended or incurred by the prevailing party in connection therewith, including without limitation at all trial levels and appellate levels and in post-judgment proceedings. The provisions of this Section 10 shall survive the termination of this Agreement.

11. All notices required in this Agreement shall be sent by either certified mail, return receipt requested with postage prepaid, hand-delivered, or sent by overnight express carrier with next business day delivery guaranteed, addressed to the following addresses, or such other address as either party shall specify hereinafter in written notice to the other party:

| | |
|---|---|
| If to the Manager: | Wrathell, Hunt & Associates, LLC<br>2300 Glades Road, Suite 410W<br>Boca Raton, Florida 33431 |
| If to the DISTRICT: | Sorrento Pines Community Development District<br>2300 Glades Road, Suite 410W<br>Boca Raton, Florida 33431 |
| with a copy to: | Counsel to the DISTRICT:<br>KE Law Group, PLLC<br>P.O. Box 6386<br>Tallahassee, Florida 32314 |

Any such notice sent as referenced above shall be deemed received on the third (3rd) business day following the day sent, if sent by certified mail with postage prepaid, when delivered if hand-delivered, or on the next business day following the day sent, if sent by overnight express courier with next business day delivery guaranteed.

12. This Agreement contains the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior agreements, understandings, discussions, negotiations and undertakings, whether written or oral, between the parties, with respect thereto. This Agreement, or any provision contained herein, may not be amended unless such amendment is set forth in a writing signed by the parties hereto.

13. Neither party to this Agreement will be liable to the other for any failure or delay in performing any of its obligations under or pursuant to this Agreement, other than the payment of money, if such failure or delay is due to any (i) strike(s), lockout(s), or labor dispute(s), (ii) inability to obtain labor or materials, or reasonable substitutes therefor, or (iii) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, wars, national emergencies, natural disasters, fire, or other casualty, utility failures or other cause (including, with respect to the MANAGER, the failure of the DISTRICT to have adequate funds required for performance of the Services) beyond the reasonable control of such applicable party, and such applicable party will be entitled to a reasonable extension of the time for performing such obligations as a result of such cause. The terms of this Section 13 shall survive the termination of this Agreement.

14. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

15. The MANAGER shall not be liable for any acts or omissions of any previous manager(s) of the DISTRICT. Additionally, neither the MANAGER nor any its members, managers, managing members, officers, employees, agents or representatives (collectively, the "Manager Affiliates") shall be liable, responsible, or accountable in damages or otherwise to the DISTRICT for any acts performed by the MANAGER or the Manager Affiliates in good faith and within the scope of this Agreement. The MANAGER or any of the Manager Affiliates cannot provide financial or real estate feasibility forecasting related to the DISTRICT'S ability to repay its indebtedness such as bonds, bond anticipation notes, notes or any other forms of indebtedness. The success of the real estate venture(s) located within the DISTRICT is in no way guaranteed by MANAGER nor any of the Manager Affiliates. Neither the MANAGER nor any of the Manager Affiliates shall be liable to the DISTRICT or otherwise for any loss or damage resulting from the loss or impairment of funds that have been deposited into a bank account owned by the DISTRICT or otherwise titled in the name of the DISTRICT (collectively, the "District Bank Accounts") due to the failure, insolvency or suspension of a financial institution, or any loss or impairment of funds due to the invalidity of any draft, check, document or other negotiable instrument payable to the DISTRICT which is delivered to the MANAGER and deposited into any of the District Bank Accounts. The terms of this Section 15 shall survive the termination of this Agreement.

16. Nothing contained in this Agreement, nor any acts of the parties, shall be deemed or construed to create a partnership or joint venture between the MANAGER and the DISTRICT or to cause the MANAGER to be responsible in any way for the debts or obligations of the DISTRICT. The terms of this Section 16 shall survive the termination of this Agreement.

17. This Agreement may be executed in counterparts, both of which, together, shall constitute one and the same agreement.

18. **THE MANAGER AND THE DISTRICT EACH HEREBY KNOWINGLY AND UNCONDITIONALLY WAIVE ANY AND ALL RIGHTS TO DEMAND A JURY TRIAL IN ANY ACTION FOR THE INTERPRETATION OR ENFORCEMENT OF THIS AGREEMENT. THE TERMS OF THIS SECTION 18 SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

19. 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.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Board of Supervisors of the **Sorrento Pines Community Development District** has made and executed this Contract on behalf of the DISTRICT and the MANAGER have each, respectively, by an authorized person or agent, hereunder set their hands and seals effective as of the date and year first above written.

Signed in the presence of

**BOARD OF SUPERVISORS:**
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

_____
Print Name:_____

By: _____
Print Name _____
Chair/Vice Chair

_____
Print Name:_____

**MANAGER:**
**WRATHELL, HUNT & ASSOCIATES, LLC**

_____
Print Name:_____

By: _____
Craig A. Wrathell, Managing Member

_____
Print Name:_____

## EXHIBIT A - SERVICES

***Wrathell, Hunt & Associates, LLC*** will perform all required Management functions of the **Sorrento Pines Community Development District** (the "District"), which will include but not be limited to the following:

- Attend all meetings of the Board of Supervisors of the District (the "Board") and provide the Board with meaningful dialogue of the issues before the Board for action
- Identify significant policies, including analysis of policy implementation with administrative and impact statement and effect on the District
- Develop and train members of the Board in the requirements of Florida Laws with including with respect to, but not limited to, public officers and employees, and the conduct of District business
- Prepare District's Budget as more fully outlined below
- Implement Budget directives
- Prepare specifications for and coordinate for the following services:
    - Insurance, including General Liability along with Directors and Officers Liability
    - Independent Auditor Services
    - Such other services as may be identified from time to time
- Provide all required annual disclosure information to the local government in the county in which the District is located:
    - Public Facilities Report
    - Designation of Registered Office and Registered Agent
    - Public Meeting Schedule
    - Audited Financial Statements (assist with the preparation of same)
- Ensure compliance with the following Florida Statutes:
    - Annual Financial Audit

- Annual Financial Report
- Public Depositor Report
- Proposed Budget
- District Map and Amendments
- Public Facilities Report
- Registered Agent and Registered Office
- Public Meeting Schedule Notice Requirements

(The reporting requirements of Community Development Districts periodically change and ***Wrathell, Hunt & Associates, LLC*** will ensure that we update reporting requirements of the District as the legislature updates the reporting requirements.)

- Record all meetings of the District
- Provide Oath of Office and notary public for all newly elected members of the Board
- Coordinate and provide contract administration for any services provided to the District by outside vendors:
  - Develop service contracts for the delivery of services to the District, with the assistance of the District's Attorney
  - Ensure that contract specifications are met
  - Interface with residents and contractors to ensure that anticipated service levels are being provided
  - Prepare contract amendments and change orders as necessary
  - Ensure proper contractor billing is received
- If required, provide day-to-day management of in-house operations by performing the following:
  - Hire and train a highly qualified staff
  - Coordinate all personnel applications, benefits, and payroll and submit in an accurate and timely manner
  - Prepare and implement operating schedules
  - Prepare and implement operating policies

- Interface with residents to ensure anticipated levels of service are being met
- Implement internal purchasing policies
- Prepare and bid services and commodities as necessary

- Coordinate with the residents to determine the services and levels of service to be provided as part of the District's budget preparations:
  - Identify new services
  - Identify expanded areas of existing services
  - Identify new levels of service
  - Provide budget recommendations based on findings
- Establish Budget Public Hearing(s) and dates
- Establish Board workshop dates (if required)
- Preparation of Estoppel Letters for Property Transfers and Monitoring Development of the District and Performance of Assessment True Up Analysis

### *Recording Services*

***Wrathell, Hunt & Associates, LLC*** will perform all required Recording Secretary functions of the District, which will include but not be limited to the following:

- Prepare all Board Agendas and coordinate receipt of sufficient material for Board to make informed policy decisions
- Prepare and advertise all notices of meetings in an authorized newspaper of circulation in the county in which the District is located
- Record and transcribe all meetings of the Board including regular meetings, special meetings, workshops and public hearing(s). The recording and transcription (edited for grammar) of meetings of the Board provide an essential link to maintaining a highly accurate public record. These minutes are maintained by ***Wrathell, Hunt & Associates, LLC*** in perpetuity for the District and sent to the appropriate governmental agencies in accordance with Florida law.

- Maintain all other District public records, including Agreements, Contracts and Resolutions in perpetuity for the District
- Maintain District Seal
- Satisfy public records requests in a timely, professional and efficient manner
- Prepare and coordinate applications for:
  - Federal I.D. Number
  - Tax Exemption Certificate
- Prepare Budget and Assessment Resolutions as required by Chapter 190, Florida Statutes
- Prepare Budget Resolution approving the District Manager's Budget and authorization to set public hearing
- Prepare Budget Resolution adopting the District Manager's Budget, as modified by the Board
- Prepare Agendas for Budget Hearings and attend all Board of Supervisor meetings
- Prepare bid specifications for the purchase of services and commodities pursuant to Florida Statutes

### *Accounting Services*

***Wrathell, Hunt & Associates, LLC*** will perform all required accounting functions of the District, which will include but not be limited to the following:

- Prepare a Budget that achieves maximum cost-to-benefit equity for approval
- Submit a Preliminary Budget to Board in accordance with Chapter 190, Florida Statutes
- Modify Preliminary Budget for consideration by the Board at the District's advertised public hearing
- Coordinate Budget preparation with District Board, Engineer, Attorney and Collection Agent

- Attend workshop(s) and public hearing(s) and be available to answer questions by the Board and the Public
- Establish Government Fund Accounting System in accordance with the Uniform Accounting System prescribed by Department of Banking and Finance for Government Accounting, Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB)
- Adhere to investment policies and procedures pursuant to Chapter 218, Florida Statutes
- Prepare Annual Financial Report for units of local government and distribute to the State Comptroller
- Prepare Public Depositor's Report and distribute to the State Treasurer
- Coordinate and distribute Annual Public Facilities Report and distribute to appropriate agencies
- Administer purchase order system, periodic payment of invoices
- Coordination of tax collection and miscellaneous receivables
- Prepare all required schedules for year-end audit:
    - Prepare schedule of bank reconciliations
    - Prepare cash and Investment confirmations for distribution to authorized Public Depositories and Trustee of District bond issues
    - Prepare analysis of accounts receivable
    - Prepare schedule of interfund accounts
    - Prepare schedule of payables from the governments
    - Prepare schedule of all prepaid expenses
    - Prepare debt confirmation schedules
    - Prepare schedule of accounts payable
    - Prepare schedule of changes in fund balances
    - Prepare schedule of assessment revenue compared to budget
    - Prepare schedule of interest income and provide reasonableness test

- Prepare schedule of investments and accrued interest
- Prepare analysis of all other revenue
- Prepare analysis of interest expenses and calculate accrued interest expense at year end
- Prepare schedule of operating transfers
- Prepare schedule of cash receipts and cash disbursements
- Prepare analysis of cost of development and construction in progress
- Prepare analysis of reserves for encumbrances
- Prepare analysis of retainages payable
- Prepare amortization and depreciation schedules
- Prepare general fixed asset and general long-term debt account groups
- Perform general fixed asset accounting
- Account for assets constructed by or donated to the District for maintenance
- Prepare inventories of District property in accordance with the rules of the Auditor General

### *Special Assessment Methodology Preparation Services*

***Wrathell, Hunt & Associates, LLC*** will perform all required special assessment methodology functions of the District, which will include but not be limited to the following:

- Review the District's capital improvement program
- Determine the types of special and general benefits of proposed investments
- Determine which properties within the boundaries of the Districts receive special benefits and which properties receive general benefits
- Determine a fair and reasonable apportionment of the special and peculiar benefits of the District-financed improvements among the properties deriving such benefits
- Based on the determination and apportionment of special and peculiar benefit, calculate a fair and reasonable apportionment of the responsibility to pay the non-

ad valorem special assessments resulting from funding of the District's capital improvement plan

- Prepare a Special Assessment Methodology Report for consideration by the Board of the District
- Prepare an assessment roll of all assessable properties within the District
- Present the Special Assessment Methodology Report to the Board at a public meeting and answer any questions pertaining to the Report
- Prepare the Preliminary and Final Assessment Rolls
- Prepare notices advising the property owners of the completion of construction and the amount of the final assessment
- Act as primary contact to answer property owners' questions regarding the capital assessment

***Dissemination Agent Services***

***Wrathell, Hunt & Associates, LLC***, will provide Dissemination Agent Services as specified in the District's Continuing Disclosure Agreement for bonds issued. Such services shall include but are not limited to:

- Determine each year prior to the Annual Filing Date the name, address and filing requirements of the Repository; and
- File a notice with the Issuer stating that the Annual Report or Audited Financial Statement has been provided pursuant to Disclosure Agreement(s), stating the date(s) it was provided, and listing all Repositories with which it was filed.
- All documents, reports, notices, statements, information and other materials provided to the MSRB under the District's Disclosure Agreement(s) shall be provided in an EMMA Compliant Format.

## Exhibit B - Fee Schedule

1. District Management, Recording, Financial Accounting and Assessment Roll Services

   **FEE PROPOSED** **$48,000-annually***
   ***[$2,000 per month prior to issuance of first series of bonds]**

2. Assessment Methodology Consultant Services [Assessment Methodology Report]

   **FEE PROPOSED** **$25,000 per bond issue**

3. Issuance of Bonds, and Placement of Loans and Other District Indebtedness

   **FEE PROPOSED** **Not to exceed $35,000 per issue**

   The following formula shall explain this fee. The fee for the first $5,000,000 bond issue(s) SHALL BE $3.00/$1,000 with a minimum fee of $10,000. The additional fee for bond issues between $5,000,000 and $10,000,000 shall be $1.00/$1,000. The fee for bond issues over $10,000,000 shall be $.50/$1,000 of the additional amount. These fees are payable at closing of the bond issue. It is expressly understood that compensation shall be contingent upon completion of financing and if for any reason a financing is not completed, there shall be no compensation owed to ***Wrathell, Hunt and Associates, LLC***. For the issuance of Bond Anticipation Notes, the fee is $10,000 per issuance.

4. Dissemination Agent Services

   **FEE PROPOSED** **$1,000 annually per bond issue**

5. Out of Pocket Expenses: ***Wrathell, Hunt and Associates, LLC,*** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, mailings, long distance telephone calls, and printing and binding, etc.). ***Wrathell, Hunt and Associates, LLC,*** will submit monthly invoices to District for work performed and payment shall become due and payable within fifteen (15) days of receipt.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6B

**RESOLUTION 2023-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT APPOINTING DISTRICT COUNSEL FOR THE DISTRICT, AND AUTHORIZING COMPENSATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District's Board of Supervisors ("**Board**") may contract for the services of consultants to perform planning, engineering, legal or other appropriate services of a professional nature; and

**WHEREAS**, the Board desires to appoint District Counsel and to provide compensation for such services.

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

1. **APPOINTMENT OF COUNSEL.** District Counsel is hereby appointed, and shall be compensated for their services, pursuant to the agreement attached hereto as **Exhibit A,** which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Fee Agreement

P.O. Box 6386, Tallahassee, Florida 32314

**KE LAW GROUP, PLLC**
**FEE AGREEMENT**
**SORRENTO PINES CDD**

## I. PARTIES

THIS AGREEMENT ("Agreement") is made and entered into by and between the following parties:

A. Sorrento Pines Community Development District ("Client")
c/o Wrathell Hunt & Associates
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

B. KE Law Group, PLLC ("**KE Law**")
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

## II. SCOPE OF SERVICES

In consideration of the mutual agreements contained herein, the parties agree as follows:

A. The Client agrees to employ and retain KE Law as its general legal counsel.

B. KE Law accepts such employment and agrees to serve as attorney for and provide legal representation to the Client regarding those matters referenced above.

## III. FEES

The Client agrees to compensate KE Law for services rendered regarding any matters covered by this Agreement according to the hourly billing rates for individual KE Law lawyers set forth herein, plus actual expenses incurred by KE Law in accordance with the attached standard Expense Reimbursement Policy (**Attachment A**, incorporated herein by reference). For Calendar Year 2023, the discounted hourly rates will be $325 per hour for partners, $275 per hour for associates, $225 per hour for part-time contract attorneys, and $195 per hour for paralegals. All hourly rates will be increased annually by $10 per hour. To the extent that the District issues bonds during Calendar Year 2023, KE Law will provide issuer's counsel services under a flat fee of $38,500 per bond issuance. This flat fee will be increased annually by $1,000 per year.

The Client agrees to pay KE LAW monthly billings for fees and expenses incurred within thirty (30) days following receipt of a statement from KE LAW. KE LAW shall not be obligated to perform further

legal services under this Fee Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for KE LAW to immediately withdraw from the representation without regard to remaining actions necessitating attention by KE LAW as part of the representation.

**IV. CLIENT FILES**

The files and work product materials ("Client File") of the Client generated or received by KE Law will be maintained by KE Law in its regular offices. At the conclusion of the representation, the Client File will be stored by KE Law for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that KE Law may confidentially destroy or shred the Client File, unless KE Law is provided a written request from the Client requesting return of the Client File, to which KE Law will return the Client File at Client's expense.

**V. DEFAULT**

In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorneys' fees and costs, as well as in determining or quantifying the amount of recoverable attorneys' fees and costs. The reasonable costs to which the prevailing party is entitled shall include costs that are taxable under any applicable statute, rule, or guideline, as well as non-taxable costs, including, but not limited to, costs of investigation, telephone charges, mailing and delivery charges, information technology support charges, consultant and expert witness fees, travel expenses, court reporter fees, and mediator fees, regardless of whether such costs are otherwise taxable. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

**VI. CONFLICTS**

It is important to disclose that KE Law represents a number of special districts, builders, developers, and other entities throughout Florida relating to community development districts and other special districts. In the course of KE Law's representation of Client, KE Law may be asked to represent Client on transactions between Client and the developer and/or builders involved in the Client's project, when at the same time KE Law may be representing such developer and/or builders on matters unrelated to Client. By accepting this Agreement, Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) KE Law will be able to provide competent and diligent representation of Client, regardless of KE Law's other representations, and (3) there is not a substantial risk that KE Law's representation of Client would be materially limited by KE Law's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this fee proposal will constitute your waiver of any "conflict" with KE Law's representation of various special districts, builders, developers, and other entities relating to community development districts and other special districts in Florida.

**VII. TERMINATION**

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall

accrue and become payable pursuant to the terms of this Agreement through the date of termination.

**VIII. EXECUTION OF AGREEMENT**

This Agreement shall be deemed fully executed upon its signing by KE Law and the Client. The contract formed between KE Law and the Client shall be the operational contract between the parties.

**IX. ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and agreed to by:

| **SORRENTO PINES CDD** | **KE LAW GROUP, PLLC** |
|---|---|
| By:_____ | By: Jere Earlywine |
| Its:_____ | Its: Authorized Member |
| Date:_____ | Date: _____, 2022 |

**ATTACHMENT A**

**KE LAW GROUP, PLLC**
**EXPENSE REIMBURSEMENT POLICY**

The following is the expense reimbursement policy for the Agreement. All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Telephone. All telephone charges are billed at an amount approximating actual cost.

Facsimile. There are no charges for faxes.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed at the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes).

Other Expenses. Other outside expenses, such as court reporters, agency copies, large print projects, etc. are billed at actual cost.

Word Processing and Secretarial Overtime. No charge is made for word processing. No charge is made for secretarial overtime except in major litigation matters where unusual overtime demands are imposed.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6C

**RESOLUTION 2023-05**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is statutorily required to designate a registered agent and a registered office location for the purposes of accepting any process, notice, or demand required or permitting by law to be served upon the District in accordance with Section 189.014(1), *Florida Statutes*.

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

1. **DESIGNATION OF REGISTERED AGENT.** Craig Wrathell is hereby designated as Registered Agent for the District.

2. **REGISTERED OFFICE.** The District's Registered Office shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

3. **FILING.** In accordance with Section 189.014, Florida Statutes, the District's Secretary is hereby directed to file certified copies of this resolution with Manatee County and the Florida Department of Economic Opportunity.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6D

**RESOLUTION 2023-06**

**A RESOLUTION APPOINTING AN INTERIM DISTRICT ENGINEER FOR THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING ITS COMPENSATION AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS,** the Sorrento Pines Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District's Board of Supervisors ("**Board**") may contract for the services of consultants to perform planning, engineering, architectural or other appropriate services of a professional nature; and

**WHEREAS,** the Board desires to appoint an "Interim District Engineer" and to provide compensation for their services, until a formal request for qualifications for engineering services can be conducted;

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

1. **APPOINTMENT OF INTERIM DISTRICT ENGINEER; COMPENSATION.** The Interim Engineer is hereby appointed, and shall be compensated for its services, pursuant to the agreement attached hereto as **Exhibit A,** which is hereby approved. This authorization shall be continuing in nature until revoked by the District.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Interim Engineering Services Agreement

**INTERIM ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into this 14th day of December, 2022, by and between:

**Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Fruitland Park, Lake County, Florida, with a mailing address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "**District**"); and

**Poulos & Bennett, LLC,** a Florida Limited Liability Company with a mailing address of 2602 East Livingston Street, Orlando, Florida 32803 (the "**Engineer**" and, together with the District, the "**Parties**").

**RECITALS**

**WHEREAS**, the District is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190*, Florida Statutes* ("**Uniform Act**"); and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development of the lands within the District; and

**WHEREAS**, the District intends to employ Engineer on an interim basis to perform engineering planning and/or study activities, as defined by separate work authorization(s); and

**WHEREAS**, the Engineer shall serve as District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during performance of the services.

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

**1. SCOPE OF SERVICES.** The Engineer will provide general engineering planning and/or study services, as authorized by one or more Work Authorization(s) as defined herein, including:

a. Preparation of any necessary reports and attendance at meetings of the District's Board of Supervisors.
b. Assistance in meeting with necessary parties involving bond issues, special reports, feasibility studies, or other tasks.
c. Any other items requested by the Board of Supervisors.

**2. REPRESENTATIONS.** The Engineer hereby represents to the District that:

a. It has the experience and skill to perform the services required to be performed by this Agreement.
b. It shall design to and comply with applicable federal, state, and local laws, and codes, including without limitation, professional registration and licensing requirements (both corporate and individual for all required basic disciplines) in effect during the term of this Agreement, and shall, if requested by District, provide certification of compliance with all registration and licensing requirements.
c. It shall perform said services in accordance with generally accepted professional standards in the most expeditious and economical manner, and to the extent consistent with the best interests of District.
d. It is adequately financed to meet any financial obligations it may be required to incur under this Agreement.

**3. METHOD OF AUTHORIZATION.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a work authorization which shall include the scope of work, compensation, project schedule, and special provisions or conditions specific to the service or project bring authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District. The Work Authorization #1 attached hereto as **EXHIBIT C** is hereby authorized.

**4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. Services rendered by Engineer under this contract shall not exceed the lesser of Thirty-Five Thousand Dollars or the amounts specifically authorized by written Work Authorization. One of the following methods will be utilized:

a. *Lump Sum Amount* - The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

b. *Hourly Personnel Rates* - For services or projects where scope of services is not clearly defined, or for recurring services or other projects where the District desires to use hourly compensation rates, the District and Engineer shall use the hourly compensation rates outlined in **EXHIBIT A** attached hereto. The District and Engineer may agree to a "not to exceed" amount when utilizing hourly personnel rates for a specific Work Authorization.

**5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the project for the incidental expenses as listed as follows:

a. Expenses of transportation and living when traveling in connection with a project, for long distance phone calls and telegrams, and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District's travel policy.
b. Expense of reproduction, postage and handling of drawings and specifications.

**6. TERM OF CONTRACT.** It is understood and agreed that this Agreement is for professional engineering services. It is further understood and agreed that the term of this Agreement will be from the time of execution of this Agreement until terminated pursuant the terms herein.

**7. SPECIAL SERVICES.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such other period as required by law. The District, or its authorized representative, shall have the right to audit such books and records at all reasonable times upon prior notice to Engineer.

**9. OWNERSHIP OF DOCUMENTS.**

a. All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement ("**Work Product**") shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
b. The Engineer shall deliver all Work Product to the District upon completion thereof unless it is necessary for Engineer in the District's sole discretion, to retain possession for a longer period of time. Upon early termination of Engineer's services hereunder, Engineer shall deliver all such Work Product whether complete or not. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District's prior express written consent. Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the project. If said work product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

c. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. Engineer hereby assigns to the District any and all rights Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise the preparation of such copyrightable or patentable materials or designs.

**10. ACCOUNTING RECORDS.** Records of Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times.

**11. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**12. COST ESTIMATES.** Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by him. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**13. INSURANCE.** Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the amounts set forth in **EXHIBIT B.** If any such policy of insurance is a "claims made" policy, and not an "occurrence" policy, the Engineer shall, without interruption, maintain the insurance for at least five (5) years after the termination of this Agreement.

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties on all of the insurance policies listed in **EXHIBIT B** except with respect to the Worker's Compensation Insurance and the Professional Liability for Errors and Omissions Insurance. The Engineer shall furnish the District with the Certificate of Insurance and any applicable endorsements evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective without written notice to the District per the terms of the applicable policy. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

**14. CONTINGENT FEE.** The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**15. AUDIT.** The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of all work under the Agreement.

**16. INDEMNIFICATION.** Engineer agrees to indemnify, defend, and hold the District and the District's officers and employees harmless from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, which may come against the District and the District's officers and employees, to the extent caused wholly or in part by negligent, reckless, or intentionally wrongful acts, omissions, or defaults by Engineer or persons employed or utilized by Engineer the course of any work done under this Agreement. To the extent a limitation on liability is required by Section 725.06 of the *Florida Statutes* or other applicable law, liability under this section shall in no event exceed the greater of (A) the insurance limits set forth in **EXHIBIT B** or (B) either, and as applicable, (i) One Million Dollars ($1,000,000) per occurrence, or (ii) Two Million Dollars ($2,000,000) aggregate. Engineer agrees such limitation bears a reasonable

commercial relationship to the contract and was part of the project specifications or bid documents.

**17. INDIVIDUAL LIABILITY. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, *FLORIDA STATUTES*, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**18. SOVEREIGN IMMUNITY**. The Engineer agrees and covenants that nothing in this Agreement shall constitute or be construed as a waiver of District's limitations on liability pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

**19. PUBLIC RECORDS.** The Engineer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Engineer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Engineer must:

a. Keep and maintain public records required by the District to perform the service.
b. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law.
c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Engineer does not transfer the records to the District.
d. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of the Engineer or keep and maintain public records required by the District to perform the service. If the Engineer transfers all public records to the District upon completion of this Agreement, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Engineer keeps and maintains public records upon completion of the Agreement, the Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT C/O CRAIG WRATHELL, WRATHELL, HUNT & ASSOCIATES, LLC,**

**2300 GLADES ROAD, SUITE 410W, BOCA RATON, 33431, PHONE (561)571-0010, AND E-MAIL WRATHELLC@WHHASSOCIATES.COM.**

**20. EMPLOYMENT VERIFICATION.** The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**21. CONFLICTS OF INTEREST.** The Engineer shall bear the responsibility for acting in the District's best interests, shall avoid any conflicts of interest and shall abide by all applicable ethical canons and professional standards relating to conflicts of interest.

**22. SUBCONTRACTORS.** The Engineer may subcontract portions of the services, subject to the terms of this Agreement and subject to the prior written consent of the District, which may be withheld for any or no reason. Without in any way limiting any terms and conditions set forth in this Agreement, all subcontractors of Engineer shall be deemed to have made all of the representations and warranties of Engineer set forth herein and shall be subject to any and all obligations of Engineer hereunder. Prior to any subcontractor providing any services, Engineer shall obtain from each subcontractor its written consent to and acknowledgment of the terms of this Agreement. Engineer shall be responsible for all acts or omissions of any subcontractors.

**23. INDEPENDENT CONTRACTOR.** The District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein or authorized by vote of the Board.

**24. ASSIGNMENT.** Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate, pursuant to the terms of this Agreement.

**25. THIRD PARTIES.** Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

**26. CONTROLLING LAW; VENUE.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for any action brought relating to this Agreement shall be in Polk County, Florida.

**27. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the contract, the Engineer shall not perform any further services unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**28. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, at all judicial levels.

**29. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto and formally approved by the Board.

**30. AGREEMENT.** This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement.

**31. NOTICES.** All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or tele-copied to the parties, and at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Engineer may deliver Notice on behalf of the District and the Engineer. 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) day's written notice to the parties and addressees set forth herein.

**32. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs.

[THIS SPACE LEFT BLANK]

**IN WITNESS WHEREOF,** the parties hereto have caused these present to be executed the day and year first above written.

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Chair/Vice Chair, Board of Supervisors

**POULOS & BENNETT, LLC**

_____
By: _____
Its: _____

**EXHIBIT A:** Rate Schedule

**EXHIBIT B:** Insurance Certificate

**EXHIBIT C:** Approved Work Authorization #1

**EXHIBIT A**

**RATE SCHEDULE**

**EXHIBIT B**
**INSURANCE CERTIFICATE & ENDORSEMENTS**

**EXHIBIT C**
**APPROVED WORK AUTHORIZATION #1**

**EXHIBIT C**

Sorrento Pines Community Development District

Subject: **Work Authorization Number 1**

Dear Chair, Board of Supervisors:

**Poulos & Bennett, LLC,** ("**Engineer**") is pleased to submit this work authorization to provide interim engineering services for the Sorrento Pines CDD agreement dated December 14, 2022 ("**Engineering Agreement**") as follows:

**I. Scope of Work**

The District will engage the services of Engineer on an interim basis to perform those services as necessary for the preparation of a District engineer's report in connection with the issuance of District Bonds, construction administration, and attendance at meetings and bond validation proceedings regarding the District's issuance of bonds.

**II. Fees**

The District will compensate Engineer pursuant to the hourly rate schedule contained in the Engineering Agreement. The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, etc., pursuant to the Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please sign both copies where indicated, and return one complete copy to our office. Upon receipt, we will promptly schedule our services.

Thank you for your consideration.

| | |
|---|---|
| APPROVED AND ACCEPTED | Sincerely, |
| **SORRENTO PINES CDD** | **POULOS & BENNETT, LLC** |
| By: _____ | _____ |
| Authorized Representative | By: _____ |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6E

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES**
**FOR THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

*RFQ for Engineering Services*

The Sorrento Pines Community Development District ("**District**"), located in Lake 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 Lake 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 _____, 202_ 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).

**SORRENTO PINES 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.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6F

**190.006 Board of supervisors; members and meetings.**

(8) Each supervisor shall be entitled to receive for his or her services an amount not to exceed $200 per meeting of the board of supervisors, not to exceed $4,800 per year per supervisor, or an amount established by the electors at referendum. In addition, each supervisor shall receive travel and per diem expenses as set forth in s. 112.061.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6G

**RESOLUTION 2023-07**

**A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, *Florida Statutes*; and

**WHEREAS**, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

**1. PRIMARY ADMINISTRATIVE OFFICE.** The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**2. PRINCIPAL HEADQUARTERS.** The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of _____, and within Lake County, Florida.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6H

**RESOLUTION 2023-08**

**A RESOLUTION SETTING FORTH THE POLICY OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT BOARD OF SUPERVISORS WITH REGARD TO THE SUPPORT AND LEGAL DEFENSE OF THE BOARD OF SUPERVISORS AND DISTRICT OFFICERS, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Board of Supervisors ("**Board**") and the officers and staff of the Sorrento Pines Community Development District ("**District**") are constantly presented with the necessity for making decisions regarding various phases of District policy and management; and

**WHEREAS**, it is absolutely essential to the effective operation of the District that such decisions be made in an environment where the threat of personal liability for the Board and its officers and staff is maintained at a minimum; and

**WHEREAS**, the Board wishes to formalize a policy with regard to the support and legal protection of the Board and its officers and staff so as to reduce the threat of personal liability to such individuals and allow for an effective decision-making environment.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT THAT:**

1. **INDEMNITEES.** As set forth in this Resolution, the District, in accordance with Florida law, agrees that the following Board members, officers and staff (together, "**Indemnitees**") of the District shall be provided the benefit of the indemnification, support and legal defense provisions provided in this Resolution:

   a. All members of the Board of Supervisors; and

   b. Secretary and Assistant Secretaries, Treasurer and Assistant Treasurers, and other District officers, as well as District Staff (e.g., the District Manager, the District Engineer, and the District Counsel).

2. **SCOPE OF ACTIONS.** As set forth in this Resolution and in accordance with Sections 111.07 and 768.28, Florida Statutes, the District hereby agrees to provide legal representation to defend any and all civil actions of any kind arising from a complaint for damages or injuries suffered as a result of any action or omission of action of all Indemnitees, present or former, arising out of and in the scope of his or her employment or function, unless, in the case of a tort action, the Indemnitee acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. Defense of such civil actions includes, but is not limited to, any civil rights lawsuit seeking relief personally against any Indemnitee for an act or omission under color of state law, custom or usage, wherein it is alleged

that such Indemnitee has deprived another person of rights secured under the Federal Constitution or laws, including, by way of example, actions under 42 U.S.C. § 1983 or other federal statute. The District hereby further agrees to provide legal representation to defend against any other litigation arising against an Indemnitee from the performance of their official duties while serving a public purpose, including civil, administrative or criminal actions as permitted by law. By these provisions, the District does not waive any immunity from liability or limited waiver of such immunity as granted under Florida law. Rather, the District is stating that to the extent the State does not through its laws protect the Board and its officers from liability, the District is committed to doing so to the extent described in this Resolution and as permitted by law.

3. **INSURANCE.** The District may insure itself in order to cover all reasonable costs and fees directly arising out of or in connection with any legal claim or suit that directly results from a decision or act made by an Indemnitee while performing the duties and functions of his or her position.

4. **GOOD FAITH.** This Resolution is intended to evidence the District's support of Indemnitees who perform acts and render decisions in the good faith performance of their duties and functions. The District will neither support nor defend those actions or omissions committed by an individual outside the scope of his or her office or committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property. By adoption of this Resolution, the Indemnitee(s) in question are each presumed to have acted within the scope of his or her office and are presumed to be acting in good faith, without a malicious purpose and not in a manner exhibiting wanton and willful disregard of human rights, safety or property. The District's Board of Supervisors may overcome this presumption only by unanimous vote of those participating and voting, in accordance with Section 7 herein.

5. **ADVERSE FINDING.** In the event that the District has expended funds to provide an attorney to defend an Indemnitee who is found to be personally liable by virtue of actions outside the scope of his or her employment or function, or is found to have acted in bad faith, with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property, the individual shall be required to reimburse the District for funds so expended. The District may recover such funds in a civil action against such individual.

6. **PAYMENT.** The District agrees to pay any final judgment, including damages, fines, penalties or other damages, costs, and attorneys' fees and costs, arising from any complaint for damages or injuries suffered as a result of any action or omission of action of any Indemnitee as described in Section 111.07, Florida Statutes. If the action arises under Section 768.28, Florida Statues, as a tort claim, the limitations and provisions of that section governing payment shall apply. If the action is a civil rights action arising under 42 U.S.C. § 1983, or similar federal statutes, payment for the full amount of judgment may be made unless the individual has been determined in the final judgment to have caused the harm intentionally. The District agrees to pay any compromise or settlement of any claim or litigation described in this paragraph,

provided, however, that the District determines such compromise or settlement to be in the District's best interest.

7. **REBUTTAL OF GOOD FAITH PRESUMPTION.** To rebut the presumption of the automatic payment of judgments or provision of legal representation pursuant to this Resolution, at least one of the following determinations shall be made by a unanimous decision of the District's Board of Supervisors participating and voting:

a. The actions of the Indemnitee were outside the scope of his or her duties and authority; or

b. The acts or omissions of the Indemnitee constituted bad faith, malicious purpose, intentional infliction of harm or were done in a manner exhibiting wanton and willful disregard of human rights, safety or property; or

c. The Indemnitee received financial profit or advantage to which he or she was not legally entitled.

8. **PROCEDURE.** To ensure the provision of legal representation pursuant to this Resolution, the following must be met:

a. A copy of the summons, complaint, notice, demand letter or other document or pleading in the action, or a letter setting forth the substance of any claim or complaint, must be delivered to the District Chairperson, Vice Chairperson, District Manager or District Counsel within thirty (30) calendar days after actual receipt of any such document together with a specific request in writing that the District defend or provide representation for the Indemnitee; and

b. The Indemnitee must cooperate continuously and fully with the District in the defense of the action.

9. **LIMITATIONS.** Any indemnification, legal defense or other protection provided pursuant to this representation shall not extend to:

a. Consulting or other outside professional or business activities for which the Indemnitee received financial or other material compensation, which are outside the scope of his or her District duties and authority; and

b. Any independent contractor for whom defense or indemnification is not authorized pursuant to Section 1(b) of this Resolution, unless the Board votes to authorize such indemnification, legal defense, or other protection; and

c. Any fine, penalty or other punishment imposed as a result of conviction for a criminal offense, and any legal fees and costs incurred to defend criminal prosecution in which a conviction is obtained; and

d. Claims brought against the Indemnitee by the District's Board of Supervisors; and

e. Any indemnification or defense prohibited by law.

10. **RETENTION OF COUNSEL.** In the event legal representation or defense is provided pursuant to this Resolution, the Indemnitee may either:

a. Retain legal counsel appointed by the District, in which case legal counsel shall be paid directly by the District; or

b. Retain legal counsel chosen by the Indemnitee, in which case the District shall have the right to:

i. Approve, in advance, any agreement for legal fees or disbursements; and

ii. Pay all or part of the legal fees, costs and other disbursements and to set a maximum for legal fees, costs and other disbursements; and

iii. Direct the defense and settle or compromise the action or claim; and

iv. Reduce or offset any monies that may be payable by the District by any court costs or attorneys' fees awarded to the Indemnitee.

11. **NO ENLARGEMENT OF RIGHTS.** The benefits of the policy adopted in this Resolution shall not enlarge the rights that would have been available to any third-party plaintiff or claimant in the absence of this policy.

12. **HEIRS AND REPRESENTATIVES.** To the extent permitted by law, this policy shall inure to the benefit of the heirs, personal representatives and estate of the Board member and/or officer.

13. **MODIFICATIONS.** The District reserves the right to change, modify or withdraw this Resolution in its sole discretion, except as to actions, demand or other claims based on acts or omissions that occurred before the effective change, modification or withdrawal of this Resolution.

14. **EFFECTIVE DATE.** This Resolution shall be effective as of its adoption on the date listed below and shall apply to any acts or omissions occurring after that date.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6I

**RESOLUTION 2023-09**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

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

**WHEREAS**, Section 286.0114, *Florida Statutes*, requires that members of the public be given a reasonable opportunity to be heard on a proposition before a board or commission; and

**WHEREAS**, Section 286.0114, *Florida Statutes*, sets forth guidelines for rules and policies that govern the public's opportunity to be heard at a public meeting; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a policy ("**Public Comment Policy**") for immediate use and application.

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

**1. DESIGNATING PUBLIC COMMENT PERIODS.** The District's Chairperson, his or her designee, or such other person conducting a District meeting ("**Presiding Officer**"), shall ensure that there is at least one period of time ("**Public Comment Period**") in the District's meeting agenda whereby the public has an opportunity to be heard on propositions before the Board, as follows:

a) An initial Public Comment Period shall be provided at the start of each Board meeting before consideration of any propositions by the Board. In the event there are propositions that come before the Board that are not listed on the agenda, the Presiding Officer shall announce a Public Comment Period on such proposition prior to the Board voting on the matter.

b) Speakers shall be permitted to address any agenda item or non-agenda matter(s) of personal or general concern, during the initial Public Comment Period.

c) Individuals wishing to make a public comment are limited to three (3) minutes per person. Potential speakers may not assign his/her three (3) minutes to extend another speaker's time.

d) The Presiding Officer may extend or reduce the time periods set forth herein in order to facilitate orderly and efficient District business, provided however that a reasonable opportunity for public comment shall be provided consistent with the requirements of Section 286.0114, Florida Statutes. The Presiding Officer may also elect to set and announce additional Public Comment Periods if he or she deems it appropriate.

**2. DESIGNATING A PROCEDURE TO IDENTIFY INDIVIDUALS SEEKING TO BE HEARD.** Unless otherwise directed and declared by the Presiding Officer, individuals seeking to be heard on propositions before the Board shall identify themselves by a show of hands at the beginning of each Public Comment Period, as announced by the Presiding Officer. Alternatively, in the event that public attendance is high, and/or if otherwise in the best interests of the District in order to facilitate efficient and orderly District business, the Presiding Officer may require individuals to complete speaker cards that include the individual's name, address, the proposition on which they wish to be heard, the individual's position on the proposition (i.e., "for," "against," or "undecided"), and if appropriate, to indicate the designation of a representative to speak for the individual or the individual's group. In the event large groups of individuals desire to speak, the Presiding Officer may require each group to designate a representative to speak on behalf of such group. Any attorney hired to represent an individual or company's interests before the Board shall notify the Board of such representation prior to proving any public comment.

Sections 1 and 2 herein shall be deemed to apply only to District Board meetings, but the Presiding Officer of a District workshop in his or her discretion may elect to apply such Sections to District workshops.

**3. PUBLIC DECORUM.** The following policies govern public decorum at public meetings and workshops:

a) Each person addressing the Board shall proceed to the place assigned for speaking, and should state his or her name and address in an audible tone of voice for the public record.

b) All remarks shall be addressed to the Board as a body and not to any member thereof or to any staff member. No person other than a Board Supervisor or District staff member shall be permitted to enter into any

discussion with an individual speaker while he or she has the floor, without the permission of the Presiding Officer.

c) Nothing herein shall be construed to prohibit the Presiding Officer from maintaining orderly conduct and proper decorum in a public meeting. Speakers shall refrain from disruptive behavior, and from making vulgar or threatening remarks. Speakers shall refrain from launching personal attacks against any Board Supervisor, District staff member, or member of the public. The Presiding Officer shall have the discretion to remove any speaker who disregards these policies from the meeting.

d) In the case that any person is declared out of order by the Presiding Officer and ordered expelled, and does not immediately leave the meeting facilities, the following steps may be taken:

i. The Presiding Officer may declare a recess.
ii. The Presiding Officer may contact the local law enforcement authority.
iii. In case the person does not remove himself or herself from the meeting, the Presiding Officer may request that he or she be placed under arrest by local law enforcement authorities for violation of Section 871.01, Florida Statutes, or other applicable law.

**4. EXCEPTIONS.** The Board recognizes and may apply all applicable exceptions to Section 286.0114, including those set forth in Section 286.0114(3) and other applicable law. Additionally, the Presiding Officer may alter the procedures set forth in this Public Comment Policy for public hearings and other special proceedings that may require a different procedure under Florida law.

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

**6. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this Resolution supersedes any Public Comment Policy previously adopted by the District.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6J

**RESOLUTION 2023-10**

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

**WHEREAS,** the Sorrento Pines Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

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

**WHEREAS,** Section 1.2(2) of the District's Proposed Rules of Procedure appoints the Secretary of the District as the District's records custodian; and

**WHEREAS,** Section 257.36(5), Florida Statutes, requires the District to establish and maintain an active and continuing program for the economical and efficient management of records and to provide for the appointment of a records management liaison officer ("**Records Management Liaison Officer**"); and

**WHEREAS,** the District desires for the Records Management Liaison Officer to be an employee of the District or an employee of the District Manager; and

**WHEREAS,** the District desires to authorize the District's records custodian to appoint a Records Management Liaison Officer, which may or may not be the District's records custodian; and

**WHEREAS,** the District desires to prescribe duties of the Records Management Liaison Officer and provide for the assignment of additional duties; and

**WHEREAS,** the District's Board of Supervisors ("**Board**") finds that it is in the best interests of the District to adopt by resolution a Records Retention Policy ("**Policy**") for immediate use and application; and

**WHEREAS**, the District desires to provide for future amendment of the Records Retention Policy.

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

**1. APPOINTMENT OF OFFICER.** The District hereby authorizes the District's records custodian to appoint a Records Management Liaison Officer and report such appointment to the appropriate State of Florida agencies. A Records Management Liaison Officer shall be an employee of the District or the District Manager. The Board, and the District's records custodian, shall each have the individual power to remove the Records Management Liaison Officer at any time for any reason. Immediately following the removal or resignation of a Records Management Liaison Officer, the District's records custodian shall appoint a replacement Records Management Liaison Officer.

**2. DUTIES.** The duties of the Records Management Liaison Officer shall include the following:

A. Serve as the District's contact with the Florida Department of State, State Library and Archives of Florida; and
B. Coordinate the District's records inventory; and
C. Maintain records retention and disposition forms; and
D. Coordinate District records management training; and
E. Develop records management procedures consistent with the attached Records Retention Policy, as amended; and
F. Participate in the development of the District's development of electronic record keeping systems; and
G. Submit annual compliance statements; and
H. Work with the Florida Department of State, State Library and Archives of Florida to establish individual retention schedules for the District, from time to time and as may be necessary; and
I. Such other duties as may be assigned by the Board or the District's records custodian in the future.

**3. ADOPTION OF POLICY.** The District hereby adopts as its Records Retention Policy the applicable provisions of Section 257.36(5), Florida Statutes, the rules adopted by the Division of Library and Information Services of the Department of State ("Division") pursuant to Section 257.36, Florida Statutes, and the General Records Schedules established by the Division. However, the District hereby extends the minimum retention guidelines contained in the General Records Schedules so that the District will retain all public records relating to District business until the Board of Supervisors amends the Records Retention Policy to address the disposition of the same. To the extent the above statute, rules, or schedules are amended or supplemented in the future, the District's Records Retention Policy shall automatically incorporate such amendment or supplement provided that such automatic amendment does not permit the

disposition of District records without further action of the Board. The Records Retention Policy shall remain in full force and effect until such time as the Board amends the Policy.

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

**5. EFFECTIVE DATE.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed. Furthermore, upon its passage this resolution supersedes any Records Retention Policy previously adopted by the District.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6K

**RESOLUTION 2023-11**

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

**WHEREAS,** the Sorrento Pines Community Development District (the "**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure, including but not limited to, roadways, stormwater management, utilities (water and sewer), offsite improvements, amenity, hardscaping/landscaping/irrigation/lighting; and

**WHEREAS,** the District has adopted or intends to adopt an "**Engineer's Report**," which sets forth the scope of the District's capital improvement plan and the improvements which are to be constructed thereto (the "**Improvements**"); and

**WHEREAS**, in connection with the development of the Improvements in accordance with the Engineer's Report, the District may, from time to time, (i) obtain and/or accept permits, approvals, right-of-way agreements and other similar documents from governmental entities for the construction and/or operation of the Improvements, and (ii) accept, convey and dedicate certain interests in real and personal property (e.g., roads, utilities, stormwater improvements, and other systems), and, for those purposes, may execute plats, deeds, easements, bills of sale, permit transfer documents, agreements, and other documents necessary for the conveyance and/or operation of Improvements, work product and land ((i) and (ii) together, the "**Conveyance Documents**"); and

**WHEREAS**, to facilitate the efficient development of the Improvements, the District desires to authorize the Chair, and other officers in the Chair's absence, to approve and execute the Conveyance Documents; and

**WHEREAS,** the Board of Supervisors finds that granting such authority is in the best interests of the District so that the development of the Improvements may proceed expeditiously, subject to the terms and limitations imposed by this Resolution.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT:**

**1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. DELEGATION OF AUTHORITY.** The Chair of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute Conveyance Documents as defined above. The Vice Chair or Secretary of the District's Board of Supervisors is hereby authorized to sign, accept and/or execute any such Conveyance Documents in the Chair's absence. The Vice Chair, Secretary, and Assistant Secretaries of the District's Board of Supervisors are hereby authorized to counter-sign such Conveyance Documents. Such authority shall be subject to the review and approval of the District Engineer and District Manager, in consultation with District Counsel.

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

**4. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed. This Resolution shall also apply to ratify all prior approvals and/or executions of Conveyance Documents.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6L

**RESOLUTION 2023-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING AND APPROVING THE RECORDING OF THE NOTICE OF ESTABLISHMENT FOR THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District was established by Board of County Commissioners of Lake County, Ordinance No. 2022-54 ("**Ordinance**"); and

**WHEREAS**, Section 190.0485, Florida Statutes, requires a "Notice of Establishment" to be recorded within thirty (30) days after the effective date of the Ordinance; and

**WHEREAS**, the organizational meeting of the District's Board of Supervisors was scheduled for December 14, 2022 (hereinafter, "**Organizational Meeting**"); and

**WHEREAS,** the District authorized District Staff to arrange for the recording of a "Notice of Establishment of the Sorrento Pines Community Development District" in the County Official Records to ensure compliance with Florida law; and

**WHEREAS**, prior to the date of the Organizational Meeting, District Staff arranged for the recording of the "Notice of Establishment of the Sorrento Pines Community Development District" in the County Official Records.

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

**1. RATIFICATION OF ACTIONS.** The actions of District Staff in the filing of the Notice of Establishment of the Sorrento Pines Community Development District are hereby ratified, confirmed and approved.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

INSTRUMENT#: 2022159176 OR BK 6065 PG 243 PAGES: 4 12/13/2022 9:47:06 AM
GARY J. COONEY, CLERK OF THE CIRCUIT COURT & COMPTROLLER, LAKE COUNTY, FLORIDA
REC FEES: $35.50

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

---

**NOTICE OF ESTABLISHMENT OF THE**
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

PLEASE TAKE NOTICE that on December 6, 2022, and pursuant to a petition filed by Galvin Land Services, LLC, the Board of County Commissioners of Lake County, Florida, enacted Ordinance No. 2022-54, which became effective December 12, 2022, establishing the Sorrento Pines Community Development District ("**District**"). The legal description of the lands encompassed within the District is attached hereto as **Exhibit A**. The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapter 190, *Florida Statutes*, or by contacting the District's registered agent as designated to the Department of Economic Opportunity under Section 189.014, *Florida Statutes*.

**THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

[THIS SPACE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF,** this Notice has been executed on this 12th day of December, 2022, and recorded in the Official Records of Lake County, Florida.

Jere Earlywine, District Counsel
KE Law Group, PLLC

Witness

Katherine E. Ibarra
Print Name

Witness

Amber D LeDoux
Print Name

**STATE OF FLORIDA**
**COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 12 day of December, 2022, by **Jere Earlywine**, as **District Counsel** of **Sorrento Pines Community Development District**, who appeared before me this day in person, and who is either ☒ personally known to me, or ☐ produced _____ as identification.

Amber Dawn LeDoux
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)
AMBER DAWN LEDOUX
Notary Public-State of Florida
Commission # HH 104371
My Commission Expires
March 15, 2025

Name: Amber Dawn LeDoux
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

## Exhibit A
## Property Description

### EXHIBIT "A", Legal Description

Legal Description of the Sorrento Pines Community Development District (CDD).

A portion of Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:
Commence at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet to the POINT OF BEGINNING; thence continue North 87°49'27" East, 0.59 feet to Southwest corner of Sorrento Hills, Phases 1 and 2, as recorded in Plat Book 48, Pages 4 through 15, Public Records of Lake County, Florida; thence continue North 87°49'27" East, along the South line of said Sorrento Hills, Phases 1 and 2, a distance of 1893.13 feet to the East line of the West 1/2 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence departing said South line run South 00°11'36" West along said East line, 1386.99 feet; thence departing said East line run South 89°32'15" West, 300.11 feet; thence North 00°11'42" East, 4.88 feet; thence South 89°24'07" West, 61.42 feet to the beginning of a tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 87°56'06" West, a chord length of 83.63 feet; thence run along the arc of said curve through a central angle of 05°19'34" an arc length of 83.66 feet; thence South 00°11'42" West, 600.75 feet to the beginning of a non-tangent curve concave Northerly having a radius of 275.00 feet, a chord bearing of North 64°01'04" West, a chord length of 55.43 feet; thence run along the arc of said curve through a central angle of 11°34'03" an arc length of 55.52 feet to the beginning of a compound curve concave Northerly having a radius of 360.00 feet, a chord bearing of North 47°10'40" West, a chord length of 138.08 feet; thence run along the arc of said curve through a central angle of 22°06'46" an arc length of 138.94 feet to the beginning of a compound curve concave Easterly having a radius of 385.00 feet, a chord bearing of North 27°33'21" West, a chord length of 114.69 feet; thence run along the arc of said curve through a central angle of 17°07'53" an arc length of 115.12 feet to a point of tangency; thence North 18°59'24" West, 34.53 feet to the beginning of a tangent curve concave Westerly having a radius of 225.00 feet, a chord bearing of North 33°22'43" West, a chord length of 111.82 feet; thence run along the arc of said curve through a central angle of 28°46'38" an arc length of 113.01 feet to a point of tangency; thence North 47°46'02" West, 32.06 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of North 04°25'26" West, a chord length of 34.32 feet; thence run along the arc of said curve through a central angle of 86°41'11" an arc length of 37.82 feet to the beginning of a reverse curve concave Westerly having a radius of 840.00 feet, a chord bearing of North 30°33'55" East, a chord length of 244.08 feet; thence run along the arc of said curve through a central angle of 16°42'27" an arc length of 244.95 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 63°22'37" East, a chord length of 32.91 feet; thence run along the arc of said curve through a central angle of 82°19'50" an arc length of 35.92 feet to the beginning of a non-tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 74°00'33" West, a chord length of 45.50 feet; thence run along the arc of said curve through a central angle of 02°53'50" an arc length of 45.51 feet to the beginning of a non-tangent curve concave Northerly having a radius of 765.00 feet, a chord bearing of North 63°50'56" West, a chord length of 273.52 feet; thence run along the arc of said curve through a central angle of 20°35'47" an arc length of 275.00 feet to the beginning of a reverse curve concave Southerly having a radius of 650.00 feet, a chord bearing of North 71°40'40" West, a chord length of 404.47 feet; thence run along the arc of said curve through a central angle of 36°15'16" an arc length of 411.29 feet to a point of tangency; thence North 89°48'18" West, 56.21 feet to the beginning of a tangent curve concave Southerly having a radius of 250.00 feet, a chord bearing of South 76°29'41" West, a chord length of 118.40 feet; thence run along the arc of said curve through a central angle of

27°23'42" an arc length of 119.53 feet to a point of tangency; thence South 62°48'00" West, 62.44 feet to the beginning of a tangent curve concave Northerly having a radius of 350.00 feet, a chord bearing of South 76°21'20" West, a chord length of 164.07 feet; thence run along the arc of said curve through a central angle of 27°06'40" an arc length of 165.61 feet to a point of non-tangency; thence South 87°07'23" West, 50.01 feet; thence South 87°19'29" West, 104.39 feet; thence South 87°06'06" West, 202.27 feet; thence North 05°26'12" West, 66.93 feet; to the beginning of a non-tangent curve concave Southerly having a radius of 785.44 feet, a chord bearing of North 80°15'37" East, a chord length of 97.60 feet; thence run along the arc of said curve through a central angle of 07°07'28" an arc length of 97.67 feet to a point of non-tangency; thence North 87°06'06" East, 93.80 feet; thence North 87°22'09" East, 105.11 feet; thence North 87°22'48" East, 114.50 feet to the beginning of a tangent curve concave Northerly having a radius of 300.00 feet, a chord bearing of North 75°14'10" East, a chord length of 126.22 feet; thence run along the arc of said curve through a central angle of 24°17'17" an arc length of 127.17 feet to the beginning of a reverse curve concave Southerly having a radius of 300.00 feet, a chord bearing of North 72°20'22" East, a chord length of 96.42 feet; thence run along the arc of said curve through a central angle of 18°29'42" an arc length of 96.84 feet; thence North 26°42'59" West, 329.97 feet; thence North 26°43'24" West, 470.89; thence North 26°42'35" West, 293.14 feet to the POINT OF BEGINNING.

Containing 49.561 acres, more or less.

TOGETHER WITH:

A portion of Section 13, Township 19 South, Range 27 East and Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet; thence departing said South line run thence South 26°42'35" East, 293.14 feet; thence South 26°43'24" East, 91.22 feet; thence South 31°35'42" West, 359.19 feet; thence South 59°45'17" West, 139.79 feet; thence South 00°47'31" East, 350.26 feet; thence South 05°26'12" East, 66.93 feet; thence South 01°30'53" East, 171.04 feet to the Northeast corner of the South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence South 88°43'43" West along the North line of said South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4, a distance of 722.88 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 19 South, Range 27 East, Lake County, Florida; thence South 89°44'59" West along the South line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 1323.90 feet to the Southwest corner of said North 1/2 of the Northeast 1/4 of the Southeast 1/4; thence North 00°15'50" West along the West line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 658.98 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 13; thence North 00°16'59" West along the West line of said Southeast 1/4 of the Northeast 1/4, a distance of 635.84 feet to the POINT OF BEGINNING.

Containing 63.882 acres, more or less.

FOR A TOTAL OF 113.443 ACRES, MORE OR LESS.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6M

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Sorrento Pines Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2023, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in Lake County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2023, be completed no later than June 30, 2024.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Sorrento Pines Community Development District." Proposals must be received by 12:00 p.m. on _____, 2023, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

Run date: *must be published in at least one newspaper of general circulation in the District and the county in which the District is located. The public announcement must allow for at least 7 days for the submission of proposals.*

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

**REQUEST FOR PROPOSALS**

**District Auditing Services for Fiscal Year 2023**
Lake County, Florida

**INSTRUCTIONS TO PROPOSERS**

**SECTION 1. DUE DATE.** Sealed proposals must be received no later than _____, 2023 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

**SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.

**SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.

**SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licensure and business organization.

**SECTION 5. SUBMISSION OF PROPOSAL.** Submit (1) of the Proposal Documents, and other requested attachments at the time and place indicated herein, which shall be enclosed in an opaque sealed envelope, marked with the title "Auditing Services – Sorrento Pines Community Development District" on the face of it. **Please include pricing for each additional bond issuance.**

**SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.

**SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions ("**Proposal Documents**").

**SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

**SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.

**SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.

**SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of the District's limited waiver of liability contained in Section 768.28, *Florida Statutes*, or any other statute or law.

**SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.

A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.

B. Describe proposed staffing levels, including resumes with applicable certifications.

C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.

D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

**SECTION 13. PROTESTS.** In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. 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 (including Saturday, Sunday, and state holidays) 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 the aforesaid Proposal Documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation of proposals are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**AUDITOR SELECTION**
**EVALUATION CRITERIA**

***1. Ability of Personnel.*** **(20 Points)**

(E.g., geographic location of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

***2. Proposer's Experience.*** **(20 Points)**

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other or current Community Development District(s) in other contracts; character, integrity, reputation of Proposer, etc.)

**3. *Understanding of Scope of Work.*** **(20 Points)**

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

***4. Ability to Furnish the Required Services.*** **(20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required.

***5. Price.*** **(20 Points)*****

Points will be awarded based upon the lowest total proposal for rendering the services and the reasonableness of the proposal.

***Total*** **(100 Points)**

***Alternatively, the Board may choose to evaluate firms without considering price, in which case the remaining categories would be assigned 25 points each.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6N

# Strange Zone, Inc.

# Quotation

260 NW 67th Street #108
Boca Raton, FL 33487
Phone: (305) 607-2989

**DATE** December 6, 2022
**Quotation #** M22-1051
**Customer ID** MSCDD

*Prepared by:* Stephan

**Prepared For:**
Sorrento Pines CDD
C.O. Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Phone: (561) 571-0010

| Description | AMOUNT |
|---|---|
| **Website creation & development**<br>*Website will be created using company provided colors, images & logo if available. The website will include the following pages & content: Home page, About page, What is a CDD page, Required reporting information page, FAQs page, News section if desired, Contact page, and Meetings & documents page which include PDF documents of audits, budget, meeting agenda, meeting schedule & minutes from meetings.* Website HTML Code will be WCAG 2.1 AA Compliant. ***Client will be responsible for providing WCAG 2.1 AA Compliant PDF.*** | $975.00 |
| **Website maintenance \| For 1 year**<br>Please allow up to 48 hours for updates to be posted.<br>*Maintenance includes posting of minutes, meeting agendas, audits, scheduled meetings, budgets, general documents, and any other content update needed. Creation of new pages will be a separate fee of $50/ Page.* | $600.00 |
| **Website hosting & Email \| For 1 year**<br>*Hosting service also includes 5 emails address accounts with 2GB of space for each account. Business Email with 50GB of Space $10/User/Month* | Included |
| **Domain Registration (sorrentopinescdd.net)** | $35.00 |
| **SSL Certificates \| 1 year** | $69.99 |
| **TOTAL** | $ 1,679.99 |

If you have any questions concerning this quotation, Stephan, (305) 607-2989, strangezone@gmail.com

Payment must be received before the start of this agreement.

Date

**THANK YOU FOR YOUR BUSINESS!**

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 60

Date: December 07, 2022
Re: Website Mitigation Items for Accessibility

This proposal is for the website, which our development and audit team will perform the scope of services outlined below. ADA Site Compliance is a consultancy which provides specific services for the client. Any services outside of the scope below, or separate sites or templates, will require additional evaluations and proposals.

**Technological Auditing**

WCAG Standards
Technological auditing of the agreed upon pages.
Detailed Reports

**Accessibility Policy and Compliance Shield**

Indication to all website visitors that compliance, accessibility, and usability are a priority.
Provides contact information (phone and/or email) for users who find inaccessible areas of the website.

**Scope of Services Performed by ADA Site Compliance:**

A. Technological Auditing and Reporting – WCAG Standards
B. Accessibility Policy and Compliance Shield
C. Technical Support – Email and Phone

***Compliance Shield, Accessibility Policy and 1 Annual Technological Audit***

$210 per website (normally $549) – Annual Pricing

| **SORRENTO PINES CDD** | **ADA Site Compliance** |
|---|---|
| By: _____ | By: *Joshua LaBadie* |
| Name: _____ | Name: Joshua LaBadie |
| Its: _____ | Its: Senior Compliance Advisor |
| Date: _____ | |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6P

**RESOLUTION 2023-13**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS,** the District's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*.

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

**1. PUBLIC HEARING.** A Public Hearing will be held to adopt the District's Rules of Procedure on _____, 202_, at ___:___ a/p.m., at the _____.

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

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6PI

**RULES OF PROCEDURE**
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

**EFFECTIVE AS OF _____, 2023**

**TABLE OF CONTENTS**


Rule 1.0 General. ..... 2

Rule 1.1 Board of Supervisors; Officers and Voting. ..... 3

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination. ..... 7

Rule 1.3 Public Meetings, Hearings, and Workshops. ..... 10

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse ..... 15

Rule 2.0 Rulemaking Proceedings. ..... 16

Rule 3.0 Competitive Purchase. ..... 22

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act. ..... 27

Rule 3.2 Procedure Regarding Auditor Selection. ..... 31

Rule 3.3 Purchase of Insurance. ..... 36

Rule 3.4 Pre-qualification ..... 38

Rule 3.5 Construction Contracts, Not Design-Build. ..... 43

Rule 3.6 Construction Contracts, Design-Build. ..... 47

Rule 3.7 Payment and Performance Bonds. ..... 52

Rule 3.8 Goods, Supplies, and Materials. ..... 53

Rule 3.9 Maintenance Services. ..... 57

Rule 3.10 Contractual Services. ..... 61

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9. ..... 62

Rule 4.0 Effective Date. ..... 65

**Rule 1.0 General.**

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

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

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

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

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

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

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

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

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

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

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

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

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and

contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

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

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

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

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

previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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

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

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

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

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's

Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

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

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

(a) Agenda packages for prior 24 months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

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

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

District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature or volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person

making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

(6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

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

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.**

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

(1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" within the District and county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1), Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provided in Chapter 50, Florida Statutes, and such notice published consistent with Chapter 50 shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

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

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

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

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at 561-571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

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

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

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

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into "meeting materials." For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

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

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

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

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

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

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

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

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the

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

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

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 50.011, 50.031, 189.015, 189.069(2)(a)15, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.**

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

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

(a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
(b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

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

**Rule 2.0 Rulemaking Proceedings.**

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within

twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

(a) The text of the proposed rule, or any amendment or repeal of any existing rules;

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

(c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the

Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

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

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

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

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

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

(ii) The type of action requested;

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

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

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

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

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

**Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.**
**Law Implemented: §§ 190.011(5), 190.035(2), Fla. Stat.**

**Rule 3.0 Competitive Purchase.**

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods,

hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "Professional Services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;

(ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 190.033, 255.20, 287.055, Fla. Stat.**

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

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

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

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

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

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board

with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

(b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."

(c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

(d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be

selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

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

(7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.

(8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.**

**Rule 3.2 Procedure Regarding Auditor Selection.**

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

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

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

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

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

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

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the

county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

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

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to

award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

**Rule 3.3 Purchase of Insurance.**

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

(a) The Board shall cause to be prepared a Notice of Invitation to Bid.

(b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.

(f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.

(g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and

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

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

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

**Rule 3.4 Pre-qualification**

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been

pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

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

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

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

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

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

i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an

adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

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

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

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in

accordance with this Rule and shall not be a basis for a protest of any contract award.

(d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

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

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

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

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

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

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

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

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative

is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

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

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

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall

constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

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

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

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

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.**

## Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:

   a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;

   b. Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive

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

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.

9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

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

(4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

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

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.**

**Rule 3.7 Payment and Performance Bonds.**

(1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.

(2) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule for an amount not exceeding $200,000, the contractor may be exempted from executing a payment and performance bond.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: § 255.05, Fla. Stat.**

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

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

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

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

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

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

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest

Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

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

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

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.**

**Rule 3.9 Maintenance Services.**

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

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

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

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

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

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

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

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

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

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the

purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

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

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

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

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

(6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Rule 3.10 Contractual Services.**

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.**
**Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.**

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

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

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to

be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

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

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

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

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

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

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

**Rule 4.0 Effective Date.**

These Rules shall be effective _____, 2023 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6PII

**NOTICE OF RULE DEVELOPMENT BY THE**
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

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

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

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

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager, Wrathell, Hunt & Associates, LLC, at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

Craig Wrathell, District Manager
Sorrento Pines Community Development District

Run Date: _____, 2022

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING REGARDING THE RULES OF PROCEDURE OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Sorrento Pines Community Development District ("District") on _____, 2022 at _____ __.m. at _____.

In accord with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed Rules of Procedure. The purpose and effect of the proposed Rules of Procedure is to provide for efficient and effective District operations and to ensure compliance with recent changes to Florida law. Prior notice of rule development was published in the _____ on _____, 2022.

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

Specific legal authority for the adoption of the proposed Rules of Procedure includes Sections 190.011(5), 190.011(15) and 190.035, Florida Statutes (2022). The specific laws implemented in the Rules of Procedure include, but are not limited to, Sections 112.08, 112.3143, 112.31446, 112.3145, 119.07, 119.0701, 189.053, 189.069(2)(a)16, 190.006, 190.007, 190.008, 190.011(3), 190.011(5), 190.011(15), 190.033, 190.035, 218.33, 218.391, 255.05, 255.0518, 255.0525, 255.20, 286.0105, 286.011, 286.0113, 286.0114, 287.017, 287.055 and 287.084, Florida Statutes (2022).

A copy of the proposed Rules of Procedure may be obtained by contacting the District Manager's Office at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010.

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Office.

Sorrento Pines Community Development District
Craig Wrathell, District Manager

**Run Date: _____**

PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6Q

**RESOLUTION 2023-14**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2022/2023 AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

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

**WHEREAS**, the Board desires to adopt the Fiscal Year 2022/2023 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2022/2023 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2022/2023 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

| SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT | | |
|---|---|---|
| | | |
| **BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE** | | |
| | | |
| **LOCATION**<br>***Fruitland Park Library***<br>***604 W. Berckman Street, Fruitland Park, Florida 34731*** | | |
| | | |
| **DATE** | **POTENTIAL DISCUSSION/FOCUS** | **TIME** |
| | | |
| **January __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **February __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **March __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **April __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **May __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **June __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **July __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **August __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |
| **September __, 2023** | **Regular Meeting** | **__:__ AM/PM** |
| | | |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6R

**RESOLUTION 2023-15**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

**WHEREAS**, the Board of Supervisors of the Sorrento Pines Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

**WHEREAS**, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES DEVELOPMENT DISTRICT THAT:**

1. **RECITALS.** The foregoing **"WHEREAS"** clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.

2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Statewide Mutual Aid Agreement

STATE OF FLORIDA

# DIVISION OF EMERGENCY MANAGEMENT

**RON DESANTIS**
Governor

**JARED MOSKOWITZ**
Director

## STATEWIDE MUTUAL AID AGREEMENT

This Agreement is between the FLORIDA DIVISION OF EMERGENCY MANAGEMENT ("Division") and the local government signing this Agreement (the "Participating Parties"). This agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such disasters are likely to exceed the capability of any one local government to cope with the emergency with existing resources.

C. Such disasters may also give rise to unusual technical needs that the local government may be unable to meet with existing resources, but that other local governments may be able to offer.

D. The Emergency Management Act, Chapter 252, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted, and through such agreements to ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to Chapter 252, the Division has the authority to coordinate assistance between local governments during emergencies and to concentrate available resources where needed.

Based on the existence of the foregoing conditions, the parties agree to the following:

### ARTICLE I.

**Definitions.** As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Division of Emergency Management

C. The "Participating Parties" to this Agreement are the Division and any and all special districts, educational districts, and other local and regional governments signing this Agreement.

D. The "Requesting Parties" to this Agreement are Participating Parties who request assistance during an emergency.

E. The "Assisting Parties" to this Agreement are Participating Parties who render assistance in an emergency to a Requesting Party.

F. The "State Emergency Operations Center" is the facility designated by the State Coordinating Officer to manage and coordinate assistance to local governments during an emergency.

G. The "Comprehensive Emergency Management Plan" is the biennial Plan issued by the Division in accordance with § 252.35(2)(a), Florida Statutes.

H. The "State Coordinating Officer" is the official whom the Governor designates, by Executive Order, to act for the Governor in responding to a disaster, and to exercise the powers of the Governor in accordance with the Executive Order, Chapter 252, Florida Statutes, and the State Comprehensive Emergency Management Plan.

I. The "Period of Assistance" is the time during which any Assisting Party renders assistance to any Requesting Party in an emergency, and shall include both the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return them to their place of origin or to the headquarters of the Assisting Party.

J. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), Florida Statutes**,** regardless of whether established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

K. An "educational district" is any school district within the meaning of section 1001.30, Florida Statutes and any community school and state university within the meaning of section 1000.21, Florida Statutes.

L. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), Florida Statutes.

M. A "local government" is any educational district or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(e), Florida Statutes.

N. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act.

**ARTICLE II.**

**Applicability of the Agreement.** A Participating Party may request assistance under this Agreement for a "major" or "catastrophic disaster" as defined in section 252.34, Florida Statutes. If the Participating Party has no other mutual aid agreement that covers a "minor" disaster or other emergencies too extensive to be dealt with unassisted, it may also invoke assistance under this Agreement for a "minor disaster" or other such emergencies.

**ARTICLE III**.

**Invocation of the Agreement.** In the event of an emergency or threatened emergency, a Participating Party may invoke assistance under this Agreement by requesting it from any other Participating Party, or from the Division if, in the judgment of the Requesting Party, its own resources are inadequate to meet the emergency.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the County Emergency Management Agency of the Requesting Party, unless the State Emergency Operations Center has been activated in response to the emergency for which assistance is requested.

B. All requests for assistance under this Agreement shall be transmitted by County Emergency Management Agency of the Requesting Party to either the Division, or to another Participating Party. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

C. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate, and shall coordinate the activities of the Assisting Parties so as to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

D. Nothing in this Agreement shall be construed to allocate liability for the costs of personnel, equipment, supplies, services and other resources that are staged by the Division, or by other agencies of the State of Florida, for use in responding to an emergency pending the assignment of such personnel, equipment, supplies, services and other resources to an emergency support function/mission. The documentation, payment, repayment, and reimbursement of all such costs shall be rendered in accordance with the Comprehensive Emergency Management Plan, and general accounting best practices procedures and protocols.

**ARTICLE IV.**

**Responsibilities of Requesting Parties.** To the extent practicable, all Requesting Parties seeking assistance under this Agreement shall provide the following information to the Division and the other Participating Parties. In providing such information, the Requesting Party may use Form B attached to this Agreement, and the completion of Form B by the Requesting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the damage sustained or threatened;

B. An identification of the specific Emergency Support Function or Functions for which such assistance is needed;

C. A description of the specific type of assistance needed within each Emergency Support Function;

D. A description of the types of personnel, equipment, services, and supplies needed for each specific type of assistance, with an estimate of the time each will be needed;

E. A description of any public infrastructure for which assistance will be needed;

F. A description of any sites or structures outside the territorial jurisdiction of the Requesting Party needed as centers to stage incoming personnel, equipment, supplies, services, or other resources;

G. The place, date and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

H. A technical description of any communications or telecommunications equipment needed to ensure timely communications between the Requesting Party and any Assisting Parties.

**ARTICLE V.**

**Responsibilities of Assisting Parties.** Each Participating Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources and capabilities can render assistance. If a Participating Party which has received a request for assistance under this Agreement determines that it has the capacity to render some or all of such assistance, it shall provide the following information to the Requesting Party and shall transmit it without delay to the Requesting Party and the Division. In providing such information, the Assisting Party may use Form B attached to this Agreement, and the completion of Form B by the Assisting Party shall be deemed sufficient to meet the requirements of this Article:

A. A description of the personnel, equipment, supplies and services it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services at the date, time and place specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties; and

E. The names of all personnel whom the Assisting Party designates as Supervisors.

F. The estimated costs of the provision of assistance (use FEMA's Schedule of Equipment Rates spreadsheet attached to Form B.)

**ARTICLE VI.**

**Rendition of Assistance.** After the Assisting Party has delivered its personnel, equipment, supplies, services, or other resources to the place specified by the Requesting Party, the Requesting Party shall give specific assignments to the Supervisor(s) of the Assisting Party, who shall be responsible for directing the performance of these assignments. The Assisting Party shall have authority to direct the manner in which the assignments are performed. In the event of an emergency that affects the Assisting Party, all personnel, equipment, supplies, services and other resources of the Assisting Party shall be subject to recall by the Assisting Party upon not less than five (5) calendar days' notice or, if such notice is impracticable, as much notice as is practicable under the circumstances.

A. For operations at the scene of *catastrophic* and *major* disasters, the Assisting Party shall to the fullest extent practicable give its personnel and other resources sufficient equipment and supplies to make them self-sufficient for food, shelter, and operations unless the Requesting Party has specified the contrary. For *minor* disasters and other emergencies, the Requesting Party shall be responsible to provide food and shelter for the personnel of the Assisting Party unless the Requesting Party has specified the contrary. In its request for assistance the Requesting Party may specify that Assisting Parties send only self-sufficient personnel or self-sufficient resources.

B. Unless the Requesting Party has specified the contrary, it shall to the fullest extent practicable,

coordinate all communications between its personnel and those of any Assisting Parties, and shall determine all frequencies and other technical specifications for all communications and telecommunications equipment to be used.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive their usual wages, salaries and other compensation, and shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. If personnel of the Assisting Party hold local licenses or certifications limited to the county or municipality of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the support.

**ARTICLE VII.**

**Procedures for Reimbursement.** Unless the Division or the Assisting Party, as the case may be, state the contrary in writing, the ultimate responsibility for the reimbursement of costs incurred under this Agreement shall rest with the Requesting Party, subject to the following conditions and exceptions:

A. In accordance with this Agreement, the Division shall pay the costs incurred by an Assisting Party in responding to a request that the Division initiates on its own, and not for another Requesting Party.

B. An Assisting Party shall bill the Division or other Requesting Party as soon as practicable, but not later than thirty (30) calendar days after the Period of Assistance has closed. Upon the request of any of the concerned Participating Parties, the State Coordinating Officer may extend this deadline for cause.

C. If the Division or the Requesting Party protests any bill or item on a bill from an Assisting Party, it shall do so in writing as soon as practicable, but in no event later than thirty (30) calendar days after the bill is received. Failure to protest any bill or billed item in writing within thirty (30) calendar days shall constitute agreement to the bill and the items on the bill and waive the right to contest the bill.

D. If the Division protests any bill or item on a bill from an Assisting Party, the Assisting Party shall have thirty (30) calendar days from the date of protest to present the bill or item to the original

Requesting Party for payment, subject to any protest by the Requesting Party.

E. If the Assisting Party cannot reach a mutual agreement with the Division or the Requesting Party to the settlement of any protested bill or billed item, the Division, the Assisting Party, or the Requesting Party may elect binding arbitration to determine its liability for the protested bill or billed item in accordance with Section F of this Article.

F. If the Division or a Participating Party elects binding arbitration, it may select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

G. The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Department, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties, and shall be final.

H. If the Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance. All requests to the Federal Emergency Management Agency (FEMA) for the reimbursement of costs incurred by any Participating Party shall be made by and through the Division.

I. If FEMA denies any request for reimbursement of costs which the Division has already advanced to an Assisting Party, the Assisting Party shall repay such costs to the Division, but the Division may waive such repayment for cause.

**ARTICLE VIII.**

**Costs Eligible for Reimbursement.** The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment Rates (attached to Form B), or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida Office of Management and Budget. Upon reasonable notice, the Assisting Party shall make its records available to the Division and the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

**ARTICLE IX.**

**Insurance.** Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall file with the Division a certificate issued by the insurer attesting to such coverage.

B. Any Participating Party that elects additional insurance affording liability coverage for any

activities that may be performed under the authority of this Agreement shall file with the Division a certificate issued by the insurer attesting to such coverage.

C. Any Participating Party that is self-insured with respect to any line or lines of insurance shall file with the Division copies of all resolutions in current effect reflecting its determination to act as a self-insurer.

D. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

E. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties, and shall not be deemed to be the agent of any other Participating Party.

F. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

G. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

**ARTICLE X.**

**General Requirements.** Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. To the extent that assistance under this Agreement is funded by State funds, the obligation of any statewide instrumentality of the State of Florida to reimburse any Assisting Party under this Agreement is contingent upon an annual appropriation by the Legislature.

B. All bills for reimbursement under this Agreement from State funds shall be submitted in detail sufficient for auditing purposes. To the extent that such bills represent costs incurred for travel, such bills shall be submitted in accordance with section 112.061, Florida Statutes, and any applicable

requirements for the reimbursement of state employees for travel costs.

C. All Participating Parties shall allow public access to all documents, papers, letters or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

D. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

E. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

F. Any communication to the Division under this Agreement shall be sent to the Director, Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100. Any communication to any other Participating Party shall be sent to the official or officials specified by that Participating Party on Form C attached to this Agreement. For the purpose of this Section, any such communication may be sent by the U.S. Mail, e-mail, or by facsimile.

**ARTICLE XI**.

**Effect of Agreement.** Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, and responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under that agreement, but such termination shall not affect the liability of the

Participating Party for the reimbursement of any costs due under that agreement, regardless of whether billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Unless superseded by the execution of this Agreement in accordance with Section A of this Article, the Statewide Mutual Aid Agreement of 1994 shall terminate and cease to have legal existence after June 30, 2001.

E. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before that date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

F. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division, and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with Section E of this Article.

**ARTICLE XII.**

**Interpretation and Application of Agreement**. The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions,

obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Party may be required to execute the Agreement with the adopted changes. Your continued or subsequent use of this Agreement following the posting of minor changes to this Agreement will mean you accept those changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

***NOTE: On February 26, 2018, this Agreement was modified by the Division of Emergency Management. This document replaces the August 20, 2007 edition of the Statewide Mutual Aid Agreement; however, any and all Agreements previously executed shall remain in full force and effect. Any local government, special district, or educational institution which has yet to execute this Agreement should use the February 26, 2018 edition for the purposes of becoming a signatory.***

**IN WITNESS WHEREOF**, the Participating Parties have duly executed this Agreement on the date specified below:

**FOR ADOPTION BY A COUNTY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:
CLERK OF THE CIRCUIT COURT

By:_____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF_____COUNTY,
STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
County Attorney

**FOR ADOPTION BY A CITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:
CITY CLERK

By:_____

Title:_____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____
City Attorney

**FOR ADOPTION BY AN EDUCATIONAL DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

_____

_____ SCHOOL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

**FOR ADOPTION BY A COMMUNITY COLLEGE OR STATE UNIVERSITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:

BOARD OF TRUSTEES
OF_____
COMMUNITY COLLEGE, STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERSITY, STATE OF FLORIDA

By:_____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

**FOR ADOPTION BY A SPECIAL DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

_____

_____ SPECIAL DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: _____

Approved as to Form:

By: _____
Attorney for District

**FOR ADOPTION BY AN AUTHORITY**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:

By:_____
Clerk

BOARD OF TRUSTEES OF

_____
AUTHORITY, STATE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Board

**FOR ADOPTION BY A NATIVE AMERICAN TRIBE**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

ATTEST:

By:_____
Council Clerk

TRIBAL COUNCIL OF THE
_____
TRIBE OF FLORIDA

By: _____
Chairman

Date: _____

Approved as to Form:

By: _____
Attorney for Council

**FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____
Director

---

Sorrento Pines
_____
COMMUNITY DEVELOPMENT DISTRICT,
STATE OF FLORIDA

By:_____ By: _____

Title:_____ Title: _____

Date: 12/14/2022

Approved as to Form:

By: _____
Attorney for District

Date: _____

# FORM C

## CONTACT INFORMATION FOR AUTHORIZED REPRESENTATIVES

Name of Government: _____

Mailing Address: _____

_____

**Authorized Representative Contact Information**

Primary Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

1st Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

2nd Alternate Authorized Representative

Name: _____

Title: _____

Address: _____

Day Phone: _____ Night Phone: _____

Facsimile: _____ Email: _____

******PLEASE UPDATE AS ELECTIONS OR APPOINTMENTS OCCUR******

**SAMPLE AUTHORIZING RESOLUTION**
**FOR ADOPTION OF**
**STATEWIDE MUTUAL AID AGREEMENT**

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____ _____that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____on_____.

BY: _____

TITLE: _____

DATE: _____

Attachment 1

**STATEWIDE MUTUAL AID AGREEMENT**
**Type or print all information except signatures**
**Form B**

**PART I**

**TO BE COMPLETED BY THE REQUESTING PARTY**

| | | | | | |
|---|---|---|---|---|---|
| Date: | | Time: | HRS (local) | | Mission No: |
| Point of Contact: | | Telephone No: | | E-mail address: | |
| Requesting Party: | | Assisting Party: | | | |
| Incident Requiring Assistance: | | | | | |
| Type of Assistance/Resources Needed (use Part IV for additional space) | | | | | |
| | | | | | |
| Date & Time Resources Needed: | | Location (address): | | | |
| Approximated Date/Time Resources Released: | | | | | |
| Authorized Official's Name: | | Signature: | | | |
| Title: | | Agency: | | | |

PART II

**TO BE COMPLETED BY THE ASSISTING PARTY**

| | | | | | |
|---|---|---|---|---|---|
| Contact Person: | | Telephone No: | | E-mail address: | |
| Type of Assistance Available: | | | | | |
| Date & Time Resources Available | | To: | | | |
| Location (address): | | | | | |
| Approximate Total cost for mission: | $ | | | | |
| Travel: $ | Personnel: $ | Equipment & Materials: $ | Contract Rental: $ | | |
| Logistics Required from Requesting Party Yes ☐ | (Provide information on attached Part IV) | No ☐ | | | |
| Authorized Official's Name: | | Title: | | | |
| Date: | Signature: | | Local Mission No: | | |

**PART III**

**TO BE COMPLETED BY THE REQUESTING PARTY**

| | | | |
|---|---|---|---|
| Authorized Official's Name: | | Title: | |
| Signature: | | Agency: | |

**PART IV**

**STATEWIDE MUTUAL AID AGREEMENT**
**Type or print all information except signatures**
**Form B (continued)**

**MISCELLANEOUS ITEMS / OTHER MISSION INFORMATION**

**FEMA's SCHEDULE OF EQUIPMENT RATES**

**DEPARTMENT OF HOMELAND SECURITY**
**FEDERAL EMERGENCY MANAGEMENT AGENCY**
RECOVERY DIRECTORATE
PUBLIC ASSISTANCE DIVISION
WASHINGTON, DC 20472

-

The rates on this Schedule of Equipment Rates are for applicant owned equipment in good mechanical condition, complete with all required attachments. Each rate covers all costs eligible under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, et seq., for ownership and operation of equipment, including depreciation, overhead, all maintenance, field repairs, fuel, lubricants, tires, OSHA equipment and other costs incidental to operation. Standby equipment costs are not eligible.

Equipment must be in actual operation performing eligible work in order for reimbursement to be eligible. LABOR COSTS OF OPERATOR ARE NOT INCLUDED in the rates and should be approved separately from equipment costs.

Information regarding the use of the Schedule is contained in 44 CFR § 206.228 Allowable Costs. Rates for equipment not listed will be furnished by FEMA upon request. Any appeals shall be in accordance with 44 CFR § 206.206 Appeals.

THESE RATES ARE APPLICABLE TO MAJOR DISASTERS AND EMERGENCIES DECLARED BY THE PRESIDENT ON OR AFTER August 15, 2019.

| FEMA Code ID | | Equipment Description | | | | | |
|---|---|---|---|---|---|---|---|
| Cost Code | Equipment | Specifications | Capacity or Size | HP | Notes | Unit | 2019 Updated Rate |
| 8010 | Air Compressor | Air Delivery | 41 CFM | to 10 | Hoses included. | hour | $ 1.62 |
| 8011 | Air Compressor | Air Delivery | 103 CFM | to 30 | Hoses included. | hour | $ 9.86 |
| 8012 | Air Compressor | Air Delivery | 130 CFM | to 50 | Hoses included. | hour | $ 12.49 |
| 8013 | Air Compressor | Air Delivery | 175 CFM | to 90 | Hoses included. | hour | $ 20.98 |
| 8014 | Air Compressor | Air Delivery | 400 CFM | to 145 | Hoses included. | hour | $ 32.13 |
| 8015 | Air Compressor | Air Delivery | 575 CFM | to 230 | Hoses included. | hour | $ 57.05 |
| 8016 | Air Compressor | Air Delivery | 1100 CFM | to 355 | Hoses included. | hour | $ 95.60 |
| 8017 | Air Compressor | Air Delivery | 1600 CFM | to 500 | Hoses included. | hour | $ 98.55 |
| 8040 | Ambulance | | | to 150 | | hour | $ 28.09 |
| 8041 | Ambulance | | | to 210 | | hour | $ 41.18 |
| 8050 | Board, Arrow | | | to 8 | Trailer Mounted. | hour | $ 4.53 |
| 8051 | Board, Message | | | to 5 | Trailer Mounted. | hour | $ 11.60 |
| 8060 | Auger, Portable | Hole Diameter | 16 In | to 6 | | hour | $ 2.34 |
| 8061 | Auger, Portable | Hole Diameter | 18 In | to 13 | | hour | $ 4.65 |
| 8062 | Auger, Tractor Mntd | Max. Auger Diameter | 36 In | to 13 | Includes digger, boom and mounting hardware. | hour | $ 3.25 |
| 8063 | Auger, Truck Mntd | Max. Auger Size | 24 In | to 100 | Includes digger, boom and mounting hardware. Add this rate to tractor rate for total auger and tractor rate. | hour | $ 34.93 |
| 8064 | Hydraulic Post Driver | | | | | hour | $ 35.27 |
| 8065 | Auger | Horizontal Directional Boring Machine | 250 X 100 | 300 | DD-140B YR-2003 | hour | $ 172.29 |
| 8066 | Auger | Horizontal Directional Boring Machine | 50 X 100 | 24 | Average to 7,000 lbs | hour | $ 33.83 |
| 8067 | Auger, Directional Boring Machine | Auger, Directional Boring Machine | 7,000 - 10,000 lbs | 45 | JT920L (2013) | hour | $ 41.04 |
| 8068 | Bush Hog | Bush Hog - Model 326 | Single Spindle Rotary Cutters | | | hour | $ 20.61 |
| 8068-1 | Bush Hog | Bush Hog - Model 3210 | Lift, Pull, Semi-Mount & Offset Model | | | hour | $ 28.74 |
| 8068-2 | Bush Hog | Bush Hog - Model 2815 | Flex Wing Rotary Cutters | | | hour | $ 43.17 |
| 8070 | Automobile | | | to 130 | Transporting people. | mile | $ 0.545 |
| 8071 | Automobile | | | to 130 | Transporting cargo. | hour | $ 12.43 |
| 8072 | Automobile, Police | | | to 250 | Patrolling. | mile | $ 0.545 |
| 8073 | Automobile, Police | | | to 250 | Stationary with engine running. | hour | $ 16.05 |
| 8075 | Motorcycle, Police | | | | | mile | $ 0.505 |
| 8076 | Automibile - Chevy Trailblazer | 6 or 8 cl | | 285 to 300 | | hour | $ 23.99 |
| 8077 | Automobile - Ford Expedition | Fire Command Center | EcoBoost V-6 | 360 | 2015 Model | hour | $ 19.62 |
| 8078 | MRAP Armored Rescue Vehicle | Search and Rescue | Military Suplus Vehicle | 375-450 | Qualified foe operational rate on | Hr. | $ 51.80 |
| 8079 | MRAP C-MTV | Multi-Theater (Military Surplus)Vehicle | gvwr 55000 Lbs | to 350 | Qualified foe operational rate on | Hr. | $ 48.35 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8080 | All Terrain Vehicle (ATV) | Engine 110cc, 4-Wheel; 20" tyre | | 6.5-7.5 | | hour | $ 8.23 |
| 8081 | All Terrain Vehicle (ATV) | Engine 125cc, 4-Wheel; 21" tyre | | 7.6-8.6 | | hour | $ 8.67 |
| 8082 | All Terrain Vehicle (ATV) | Engine 150cc, 4-Wheel; 22" tyre | | 9.0-10.0 | | hour | $ 8.68 |
| 8083 | All Terrain Vehicle (ATV) | Engine 200cc, 4-Wheel; 24" tyre | | 12-14.0 | | hour | $ 9.23 |
| 8084 | All Terrain Vehicle (ATV) | Engine 250cc, 4-Wheel; 24" tyre | | 15-17 | | hour | $ 9.81 |
| 8085 | All Terrain Vehicle (ATV) | Engine 300cc, 4-Wheel; 24" tyre | | 18-20 | | hour | $ 10.66 |
| 8086 | All Terrain Vehicle (ATV) | Engine 400cc. 4-Wheel; 25" tyre | | 26-28 | | hour | $ 12.20 |
| 8087 | All Terrain Vehicle (ATV) | Engine 450cc, 4-Wheel; 25" tyre | | 26-28 | | hour | $ 13.07 |
| 8088 | All Terrain Vehicle (ATV) | Engine 650cc, 4-Wheel; 25" tyre | | 38-40 | | hour | $ 13.86 |
| 8089 | All Terrain Vehicle (ATV) | Engine 750cc, 4-Wheel; 25" tyre | | 44-46 | | hour | $ 14.79 |
| 8110 | Barge, Deck | Size | 50'x35'x7.25' | 0 | Push by Tug-Boat | hour | $ 52.00 |
| 8111 | Barge, Deck | Size | 50'x35'x9' | 0 | Push by Tug-Boat | hour | $ 61.96 |
| 8112 | Barge, Deck | Size | 120'x45'x10' | 0 | Push by Tug-Boat | hour | $ 109.97 |
| 8113 | Barge, Deck | Size | 160'x45'x11" | 0 | Push by Tug-Boat | hour | $ 136.90 |
| 8120 | Boat, Tow | Size | 55'x20'x5' | to 870 | Steel. | hour | $ 352.71 |
| 8121 | Boat, Tow | Size | 60'x21'x5' | to 1050 | Steel. | hour | $ 400.32 |
| 8122 | Boat, Tow | Size | 70'x30'x7.5' | to 1350 | Steel. | hour | $ 624.56 |
| 8123 | Boat, Tow | Size | 120'x34'x8' | to 2000 | Steel. | hour | $ 1,181.86 |
| 8124 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 400 | | hour | $ 32.70 |
| 8125 | Airboat | 815AGIS Airboat w/spray unit | 15'x8' | 425 | | hour | $ 33.06 |
| 8126 | Swamp Buggy | Conquest | | 360 | | hour | $ 41.35 |
| 8130 | Boat, Row | | | 0 | Heavy duty. | hour | $ 1.46 |
| 8131 | Boat, Runabout | Size | 13'x5' | to 50 | Outboard. | hour | $ 12.55 |
| 8132 | Boat, Tender | Size | 14'x7' | to 100 | Inboard with 360 degree drive. | hour | $ 16.58 |
| 8133 | Boat, Push | Size | 45'x21'x6' | to 435 | Flat hull. | hour | $ 235.03 |
| 8134 | Boat, Push | Size | 54'x21'x6' | to 525 | Flat hull. | hour | $ 290.74 |
| 8135 | Boat, Push | Size | 58'x24'x7.5' | to 705 | Flat hull. | hour | $ 355.70 |
| 8136 | Boat, Push | Size | 64'x25'x8' | to 870 | Flat hull. | hour | $ 359.36 |
| 8140 | Boat, Tug | Length | 16 Ft | to 100 | | hour | $ 47.35 |
| 8141 | Boat, Tug | Length | 18 Ft | to 175 | | hour | $ 70.55 |
| 8142 | Boat, Tug | Length | 26 Ft | to 250 | | hour | $ 90.10 |
| 8143 | Boat, Tug | Length | 40 Ft | to 380 | | hour | $ 215.09 |
| 8144 | Boat, Tug | Length | 51 Ft | to 700 | | hour | $ 302.01 |
| 8145 | Jet Ski | 3-seater | | | | hour | $ 27.70 |
| 8146 | Jet Ski | | | | | hour | $ 8.60 |
| 8147 | Boat, Inflatable Rescue Raft | Zodiac | | 0 | | hour | $ 1.13 |
| 8148 | Boat, Runabout | 1544 lbs | 11 passenger capacity | 190-250 | | hour | $ 65.51 |
| 8149 | Boat, removable engine | 2000 Johnson Outboard Motor w 15" shaft | | 15 | | hour | $ 1.58 |
| 8151 | Broom, Pavement | Broom Length | 96 In | to 100 | | hour | $ 30.41 |
| 8153 | Broom, Pavement, Mntd | Broom Length | 72 In | to 18 | Add Prime Mover cost for total rate | hour | $ 6.24 |
| 8154 | Broom, Pavement, Pull | Broom Length | 84 In | to 20 | Add Prime Mover cost for total rate | hour | $ 23.75 |
| 8155 | Broom, Pavement | Broom Length | 72 In | to 35 | | hour | $ 25.28 |
| 8157 | Sweeper, Pavement | | | to 110 | | hour | $ 78.79 |
| 8158 | Sweeper, Pavement | | | to 230 | | hour | $ 102.03 |
| 8180 | Bus | | | to 150 | | hour | $ 21.60 |
| 8181 | Bus | | | to 210 | | hour | $ 25.82 |
| 8182 | Bus | | | to 300 | | hour | $ 39.65 |
| 8183 | Blower | Gasoline powered Toro Pro Force | | 27 | | hour | $ 15.40 |
| 8183x | Mosquito Sprayer | 2015 Adapco Guardian 95 ES | 15-gal; 350 lbs | | | hour | $ 18.83 |
| 8184 | Back-Pack Blower | | | to 4.4 | | hour | $ 1.53 |
| 8185 | Walk-Behind Blower | | | 13 | | hour | $ 6.83 |
| 8187 | Chainsaw | Bar Length = 20 in | 3.0 cu in | 2.7 | | hour | $ 1.91 |
| 8188 | Chainsaw | Bar Length = 20 in | 5.0 cu in | | | hour | $ 2.59 |
| 8189 | Chainsaw | Bar Length = 20 in | 6.0 cu in | 3.4 | | hour | $ 2.77 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8190 | Chain Saw | Bar Length = 16 in | 2.5 cu in | 2.4 | | hour | $ 1.80 |
| 8191 | Chain Saw (STIHL) | Bar Length = 25 in | 7.5 cu in | 3.62 | | hour | $ 3.73 |
| 8192 | Chain Saw, Pole | Bar Length = 18 in | 4.0 cu in | 3.2 | | hour | $ 2.10 |
| 8193 | Skidder | model 748 E | | to 173 | | hour | $ 56.25 |
| 8194 | Skidder | model 648 G11 | | to 177 | | hour | $ 105.44 |
| 8195 | Cutter, Brush | Cutter Size | 8 ft | to 150 | | hour | $ 119.52 |
| 8196 | Cutter, Brush | Cutter Size | 8 ft | to 190 | | hour | $ 134.74 |
| 8197 | Cutter, Brush | Cutter Size | 10 ft | to 245 | | hour | $ 142.31 |
| 8198 | Bruncher Cutter | Cutter, Brush - 247 hp, 1997 Model 511 Feller | | to 247 | | hour | $ 193.95 |
| 8199 | Log Trailer | 40 ft | | 0 | | hour | $ 10.15 |
| 8200 | Chipper, Brush | Chipping Capacity | 6 In | to 35 | Trailer Mounted. | hour | $ 8.97 |
| 8201 | Chipper, Brush | Chipping Capacity | 9 In | to 65 | Trailer Mounted. | hour | $ 17.06 |
| 8202 | Chipper, Brush | Chipping Capacity | 12 In | to 100 | Trailer Mounted. | hour | $ 24.89 |
| 8203 | Chipper, Brush | Chipping Capacity | 15 In | to 125 | Trailer Mounted. | hour | $ 35.75 |
| 8204 | Chipper, Brush | Chipping Capacity | 18 In | to 200 | Trailer Mounted. | hour | $ 50.41 |
| 8208 | Loader - Tractor - Knuckleboom | model Barko 595 ML | | to 173 | | hour | $ 169.74 |
| 8209 | Loader - Wheel | model 210 w/ Buck Saw 50 inch Bar | | to 240 | | hour | $ 98.48 |
| 8210 | Clamshell & Dragline, Crawler | | 149,999 lbs | to 235 | Bucket not included in rate. | hour | $ 134.68 |
| 8211 | Clamshell & Dragline, Crawler | | 250,000 lbs | to 520 | Bucket not included in rate. | hour | $ 178.82 |
| 8212 | Clamshell & Dragline, Truck | | | to 240 | Bucket not included in rate. | hour | $ 147.05 |
| 8218 | BOMAG Compactor | BW100AD-3 | | 33 | | Hour | $ 24.80 |
| 8219 | Compactor -2-Ton Pavement Roller | Single Drum Vibratoty Compactor | to 2.9 Ton | 28 | | hour | $ 28.72 |
| 8220 | Compactor | | | to 10 | | hour | $ 15.92 |
| 8221 | Compactor, towed, Vibratory Drum | | | to 45 | Plus tow Truck | hour | $ 33.56 |
| 8222 | Compactor, Vibratory, Drum | | | to 75 | | hour | $ 24.09 |
| 8223 | Compactor, pneumatic, wheel | | | to 100 | | hour | $ 26.90 |
| 8225 | Compactor, Sanitation | | | to 300 | | hour | $ 96.11 |
| 8226 | Compactor, Sanitation | | | to 400 | | hour | $ 154.63 |
| 8227 | Compactor, Sanitation | | | 535 | | hour | $ 264.25 |
| 8228 | Compactor, towed, Pneumatic, Wheel | Hercules PT-11, | 10,000 lbs | | 11-Wheels (Towed) | hour | $ 18.48 |
| 8229 | Compactor,Towed Steel Drum Static Compactor | GTD-54120 | 20,000 lbs | | Grid Drum (Towed) | hour | $ 16.22 |
| 8240 | Feeder, Grizzly | | | to 35 | | hour | $ 25.47 |
| 8241 | Feeder, Grizzly | | | to 55 | | hour | $ 33.55 |
| 8242 | Feeder, Grizzly | | | to 75 | | hour | $ 65.18 |
| 8250 | Dozer, Crawler | Deere 450J LT | | to 75 | | hour | $ 54.20 |
| 8251 | Dozer, Crawler | Deere 650K LGP; ROPS/FOPS | | to 105 | | hour | $ 65.14 |
| 8252 | Dozer, Crawler | | | to 160 | | hour | $ 98.77 |
| 8253 | Dozer, Crawler | | | to 250 | | hour | $ 153.35 |
| 8254 | Dozer, Crawler | | | to 360 | | hour | $ 218.47 |
| 8255 | Dozer, Crawler | Make/Model: CAT D10T (disc. 2014); Protection: EROPS; Type Semi-U | | to 574 | | hour | $ 317.49 |
| 8256 | Dozer, Crawler | | | to 850 | | hour | $ 358.48 |
| 8260 | Dozer, Wheel | | | to 300 | | hour | $ 66.26 |
| 8261 | Dozer, Wheel | | | to 400 | | hour | $ 101.22 |
| 8262 | Dozer, Wheel | | | to 500 | | hour | $ 184.08 |
| 8263 | Dozer, Wheel | | | to 625 | | hour | $ 239.31 |
| 8269 | Box Scraper | 3 hitch attach for tractor; 2007 Befco | | 0 | | hour | $ 3.65 |
| 8270 | Bucket, Clamshell | Capacity | 1.0 CY | 0 | Includes teeth. Does not include Clamshell & Dragline | hour | $ 4.64 |
| 8271 | Bucket, Clamshell | Capacity | 2.5 CY | 0 | Includes teeth. Does not include Clamshell & Dragline | hour | $ 8.81 |
| 8272 | Bucket, Clamshell | Capacity | 5.0 CY | 0 | Includes teeth. Does not include Clamshell & Dragline | hour | $ 13.19 |
| 8273 | Bucket, Clamshell | Capacity | 7.5 CY | 0 | Includes teeth. Does not include Clamshell & Dragline | hour | $ 23.31 |
| 8275 | Bucket, Dragline | Capacity | 2.0 CY | 0 | Does not include Clamshell & Dragline | hour | $ 3.98 |
| 8276 | Bucket, Dragline | Capacity | 5.0 CY | 0 | Does not include Clamshell & Dragline | hour | $ 9.93 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8277 | Bucket, Dragline | Capacity | 10 CY | 0 | Does not include Clamshell & Dragline | hour | $ 14.19 |
| 8278 | Bucket, Dragline | Capacity | 14 CY | 0 | Does not include Clamshell & Dragline | hour | $ 18.72 |
| 8280 | Excavator, Hydraulic | Bucket Capacity | 0.5 CY | to 45 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 18.97 |
| 8281 | Excavator, Hydraulic | Bucket Capacity | 1.0 CY | to 90 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 36.06 |
| 8282 | Excavator, Hydraulic | Bucket Capacity | 1.5 CY | to 160 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 55.30 |
| 8283 | Excavator, Hydraulic | Bucket Capacity | 2.5 CY | to 265 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 158.86 |
| 8284 | Excavator, Hydraulic | Bucket Capacity | 4.5 CY | to 420 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 264.64 |
| 8285 | Excavator, Hydraulic | Bucket Capacity | 7.5 CY | to 650 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 304.91 |
| 8286 | Excavator, Hydraulic | Bucket Capacity | 12 CY | to 1000 | Crawler, Truck & Wheel. Includes bucket. | hour | $ 466.41 |
| 8287 | Excavator | 2007 model Gradall XL3100 III | | 184 | | hour | $ 102.62 |
| 8288 | Excavator | 2003 model Gradall XL4100 III | | 238 | | hour | $ 117.66 |
| 8289 | Excavator | 2006 model Gradall XL5100 | | 230 | | hour | $ 109.03 |
| 8290 | Trowel, Concrete | Diameter | 48 In | to 12 | | hour | $ 4.94 |
| 8300 | Fork Lift | Capacity | 6000 Lbs | to 60 | | hour | $ 14.73 |
| 8301 | Fork Lift | Capacity | 12000 Lbs | to 90 | | hour | $ 21.12 |
| 8302 | Fork Lift | Capacity | 18000 Lbs | to 140 | | hour | $ 28.79 |
| 8303 | Fork Lift | Capacity | 50000 Lbs | to 215 | | hour | $ 63.25 |
| 8306 | Fork Lift  Material handler | Diesel, CAT TH360B | 6600-11500 gvwr lbs | 94.9 | 3.1- 3.5 Mton | hour | $ 44.62 |
| 8307 | Fork Lift Material handler | Diesel, CAT TH460B | 9000 Lbs | 94.9 | 4.5 - 4.9 Mton | hour | $ 51.93 |
| 8308 | Fork Lift Material handler | Diesel, CAT TH560B | 10000 Lbs | 117.5 | 4.5 - 4.9 Mton | hour | $ 56.14 |
| 8309 | Fork Lift Accessory | 2003 ACS Paddle Fork | | 0 | | hour | $ 3.53 |
| 8310 | Generator | Prime Output | 5.5 KW | to 10 | | hour | $ 5.36 |
| 8311 | Generator | Prime Output | 16 KW | to 25 | | hour | $ 7.81 |
| 8312 | Generator | Prime Output | 60KW | to 88 | | hour | $ 25.56 |
| 8313 | Generator | Prime Output | 100 KW | to 125 | | hour | $ 43.60 |
| 8314 | Generator | Prime Output | 150 KW | to 240 | | hour | $ 62.83 |
| 8315 | Generator | Prime Output | 210 KW | to 300 | | hour | $ 85.70 |
| 8316 | Generator | Prime Output | 280 KW | to 400 | | hour | $ 103.34 |
| 8317 | Generator | Prime Output | 350 KW | to 500 | | hour | $ 114.23 |
| 8318 | Generator | Prime Output | 530 KW | to 750 | | hour | $ 202.00 |
| 8319 | Generator | Prime Output | 710 KW | to 1000 | | hour | $ 225.34 |
| 8327 | Generator | Prime Output | 800 KW | 1065 | | hour | $ 232.46 |
| 8328 | Generator | Prime Output | 900 KW | 1355 | | hour | $ 295.15 |
| 8329 | Generator | Prime Output | 1000 KW | 1000 | Open | hour | $ 356.94 |
| 8320 | Generator | Prime Output | 1100 KW | 1645 | Open | hour | $ 393.43 |
| 8321 | Generator | Prime Output | 2500 KW | to 3000 | | hour | $ 553.78 |
| 8322 | Generator | Prime Output | 1,000 KW | to 1645 | Enclosed | hour | $ 450.78 |
| 8323 | Generator | Prime Output | 1,500 KW | to 2500 | Enclosed | hour | $ 583.01 |
| 8324 | Generator | Prime Output | 1100KW | 2500 | Enclosed | hour | $ 567.48 |
| 8325 | Generator | Prime Output | 40KW | 63 | Open | hour | $ 23.16 |
| 8326 | Generator | Prime Output | 20KW | 35 | Open/Closeed | hour | $ 18.05 |
| 8327 | Generator Large | Prime Output | 80 KW | 120 | | Hr. | $ 31.65 |
| 8328 | Generator Heavy Duty | Prime Output | 2000KW | | Open | Hr. | $ 490.00 |
| 8330 | Graders | Moldboard Size | 10 Ft | to 110 | Includes Rigid and Articulate equipment. | hour | $ 43.98 |
| 8331 | Graders | Moldboard Size | 12 Ft | to 150 | Includes Rigid and Articulate equipment. | hour | $ 63.63 |
| 8332 | Graders | Moldboard Size | 14 Ft | to 225 | Includes Rigid and Articulate equipment. | hour | $ 80.43 |
| 8350 | Hose, Discharge | Diameter | 3 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.16 |
| 8351 | Hose, Discharge | Diameter | 4 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.24 |
| 8352 | Hose, Discharge | Diameter | 6 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.62 |
| 8353 | Hose, Discharge | Diameter | 8 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.62 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8354 | Hose, Discharge | Diameter | 12 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.92 |
| 8355 | Hose, Discharge | Diameter | 16 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 1.71 |
| 8356 | Hose, Suction | Diameter | 3 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.31 |
| 8357 | Hose, Suction | Diameter | 4 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 0.37 |
| 8358 | Hose, Suction | Diameter | 6 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 1.17 |
| 8359 | Hose, Suction | Diameter | 8 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 1.11 |
| 8360 | Hose, Suction | Diameter | 12 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 1.73 |
| 8361 | Hose, Suction | Diameter | 16 In | 0 | Per 25 foot length. Includes couplings. | hour | $ 3.29 |
| 8380 | Loader, Crawler | Bucket Capacity | 0.5 CY | to 32 | Includes bucket. | hour | $ 19.59 |
| 8381 | Loader, Crawler | Bucket Capacity | 1 CY | to 60 | Includes bucket. | hour | $ 36.87 |
| 8382 | Loader, Crawler | Bucket Capacity | 2 CY | to 118 | Includes bucket. | hour | $ 69.24 |
| 8383 | Loader, Crawler | Bucket Capacity | 3 CY | to 178 | Includes bucket. | hour | $ 103.22 |
| 8384 | Loader, Crawler | Bucket Capacity | 4 CY | to 238 | Includes bucket. | hour | $ 123.73 |
| 8390 | Loader, Wheel | Bucket Capacity | 0.5 CY | to 38 | | hour | $ 20.80 |
| 8391 | Loader, Wheel | Bucket Capacity | 1 CY | to 60 | | hour | $ 41.33 |
| 8392 | Loader, Wheel | Bucket Capacity | 2 CY | to 105 | CAT-926 | hour | $ 38.10 |
| 8393 | Loader, Wheel | Bucket Capacity | 3 CY | to 152 | | hour | $ 46.17 |
| 8394 | Loader, Wheel | Bucket Capacity | 4 CY | 232 | | hour | $ 76.27 |
| 8395 | Loader, Wheel | Bucket Capacity | 5 CY | 255 | | hour | $ 79.50 |
| 8396 | Loader, Wheel | Bucket Capacity | 6 CY | to 305 | | hour | $ 116.12 |
| 8397 | Loader, Wheel | Bucket Capacity | 7 CY | to 360 | | hour | $ 129.40 |
| 8398 | Loader, Wheel | Bucket Capacity | 8 CY | to 530 | | hour | $ 188.87 |
| 8401 | Loader, Tractor, Wheel | Bucket Capacity | 0.87 CY | to 80 | Case 580 Super L | hour | $ 37.13 |
| 8410 | Mixer, Concrete Portable | Batching Capacity | 10 Cft | 8 | Diesel Powered | hour | $ 3.13 |
| 8411 | Mixer, Concrete Portable | Batching Capacity | 12 Cft | 11 | Gasoline Powered | hour | $ 4.31 |
| 8412 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 11 Cft | to 10 | | hour | $ 15.32 |
| 8413 | Mixer, Concrete, Trailer Mntd | Batching Capacity | 16 Cft | to 25 | | hour | $ 20.47 |
| 8414 | Truck, Concrete Mixer | Mixer Capacity | 13 CY | to 300 | | hour | $ 84.71 |
| 8419 | Hand-Held, Pavement Breakers | Weight | 25~90 Lbs | 0 | Air Tool/Electric Power | hour | $ 1.12 |
| 8420 | Self-Propelled Pavement Breaker, | | | to 70-80 | Self-Propelled (Diesel) | hour | $ 59.54 |
| 8421 | Vibrator, Concrete | Hand Held | | to 4 | | hour | $ 1.63 |
| 8423 | Spreader, Chip | Spread Hopper Width | 12.5 Ft | to 152 | | hour | $ 90.67 |
| 8424 | Spreader, Chip | Spread Hopper Width | 16.5 Ft | to 215 | | hour | $ 125.19 |
| 8425 | Spreader, Chip, Mntd | Hopper Size | 8 Ft | to 8 | Trailer & truck mounted. | hour | $ 4.77 |
| 8430 | Paver, Asphalt, Towed | | | 0 | Does not include Prime Mover. | hour | $ 12.67 |
| 8431 | Paver, Asphalt | Crawler | | to 50 | Includes wheel and crawler equipment. | hour | $ 76.41 |
| 8432 | Paver, Asphalt | Crawler | | to 125 | Includes wheel and crawler equipment. | hour | $ 96.52 |
| 8433 | Paver, Asphalt | Crawler | | to 175 | Includes wheel and crawler equipment. | hour | $ 144.69 |
| 8434 | Paver, Asphalt | | 35,000Lbs & Over | to 250 | Includes wheel and crawler equipment. | hour | $ 224.01 |
| 8436 | Pick-up, Asphalt | | | to 110 | | hour | $ 98.06 |
| 8437 | Pick-up, Asphalt | Cederapids | CR MS-2 | 113 to 140 | Asphalt-Pick-up Machine | hour | $ 140.59 |
| 8438 | Pick-up, Asphalt | Blaw-Knox | MC-330 | 184 to 200 | Asphalt-Pick-up Machine | hour | $ 189.75 |
| 8439 | Pick-up, Asphalt | | MTV 1000C | to 275 | Asphalt-Pick-up Machine | hour | $ 214.03 |
| 8440 | Striper | Paint Capacity | 40 Gal | to 22 | | hour | $ 16.92 |
| 8441 | Striper | Paint Capacity | 90 Gal | to 60 | | hour | $ 24.24 |
| 8442 | Striper | Paint Capacity | 120 Gal | to 122 | | hour | $ 45.28 |
| 8445 | Striper, Truck Mntd | Paint Capacity | 120 Gal | to 460 | | hour | $ 83.35 |
| 8446 | Striper, Walk-behind | Paint Capacity | 12 Gal | 5 | | hour | $ 4.23 |
| 8447 | Paver accessory -Belt Extension | 2002 Leeboy Conveyor Belt Extension | 24' X 50' | 0 | crawler | hour | $ 33.48 |
| 8450 | Plow, Snow, Grader Mntd | Width | to 10 Ft | 0 | Include Grader for total cost | hour | $ 28.28 |
| 8451 | Plow, Snow, Grader Mntd | Width | to 14 Ft | 0 | Include Grader for total cost | hour | $ 33.21 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8452 | Plow, Truck Mntd | Width | to 15 Ft | 0 | Include truck for total cost | hour | $ 25.23 |
| 8453 | Plow, Truck Mntd | Width | to 15 Ft | 0 | With leveling wing. Include truck for total cost | hour | $ 41.04 |
| 8455 | Spreader, Sand | Mounting | Tailgate, Chassis | 0 | Truck not included | hour | $ 8.24 |
| 8456 | Spreader, Sand | Mounting | Dump Body | 0 | Truck not included | hour | $ 10.55 |
| 8457 | Spreader, Sand | Mounting | Truck (10yd) | 0 | Truck not included | hour | $ 13.41 |
| 8458 | Spreader, Chemical | Capacity | 5 CY | to 4 | Trailer & truck mounted. | hour | $ 6.30 |
| 8469 | Pump - Trash Pump | 10 MTC | 2" Pump | to 7 | 10,000 gph | hour | $ 7.87 |
| 8470 | Pump | Centrifugal, 8M pump | 2" - 10,000 gal/hr. | to 4.5 | Hoses not included. | hour | $ 6.31 |
| 8471 | Pump | Diaphragm pump | 2" - 3,000 gal/hr. | to 6 | Hoses not included. | hour | $ 6.98 |
| 8472 | Pump | Centrifugal, 18M pump | 3" - 18,000 gal/hr. pump | to 10 | Hoses not included. | hour | $ 8.05 |
| 8473 | Pump | | | to 15 | Hoses not included. | hour | $ 12.08 |
| 8474 | Pump | | | to 25 | Hoses not included. | hour | $ 13.77 |
| 8475 | Pump | | | to 40 | Hoses not included. | hour | $ 16.98 |
| 8476 | Pump | 4" - 40,000 gal/hr. | 4" - 40,000 gal/hr. | to 60 | Hoses not included. | hour | $ 27.45 |
| 8477 | Pump | | | to 95 | Hoses not included. | hour | $ 32.77 |
| 8478 | Pump | | | to 140 | Hoses not included. | hour | $ 41.84 |
| 8479 | Pump | | | to 200 | Hoses not included. | hour | $ 50.79 |
| 8480 | Pump | | | to 275 | Does not include Hoses. | hour | $ 68.33 |
| 8481 | Pump | | | to 350 | Does not include Hoses. | hour | $ 81.66 |
| 8482 | Pump | | | to 425 | Does not include Hoses. | hour | $ 99.01 |
| 8483 | Pump | | | to 500 | Does not include Hoses. | hour | $ 117.21 |
| 8484 | Pump | | | to 575 | Does not include Hoses. | hour | $ 136.53 |
| 8485 | Pump | | | to 650 | Does not include Hoses. | hour | $ 154.88 |
| 8486 | Aerial Lift, Truck Mntd | Max. Platform Height | 40 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $ 11.63 |
| 8487 | Aerial Lift, Truck Mntd | Max. Platform Height | 61 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $ 21.99 |
| 8488 | Aerial Lift, Truck Mntd | Max. Platform Height | 80 Ft | | Add this rate to truck rate for total lift and truck rate | hour | $ 39.80 |
| 8489 | Aerial Lift, Truck Mntd | Max. Platform Load - 600Lbs | 81 Ft -100 Ft. Ht. | | Articulated and Telescoping. Add this rate to truck rate for total lift and truck rate | hour | $ 42.16 |
| 8490 | Aerial Lift, Self-Propelled | Max. Platform Height | 37 Ft. Ht. | to 15 | Articulated, Telescoping, Scissor. | hour | $ 9.02 |
| 8491 | Aerial Lift, Self-Propelled | Max. Platform Height | 60 Ft. Ht. | to 30 | Articulated, Telescoping, Scissor. | hour | $ 17.39 |
| 8492 | Aerial Lift, Self-Propelled | Max. Platform Height | 70 Ft. Ht. | to 50 | Articulated, Telescoping, Scissor. | hour | $ 31.57 |
| 8493 | Aerial Lift, Self-Propelled | Max. Platform Height | 125 Ft. Ht. | to 85 | Articulated and Telescoping. | hour | $ 56.70 |
| 8494 | Aerial Lift, Self-Propelled | Max. Platform Height | 150 Ft. Ht. | to 130 | Articulated and Telescoping. | hour | $ 73.90 |
| 8495 | I.C. Aerial Lift, Self-Propelled | Max. Platform Load - 500 Lbs | 75"x155", 40Ft Ht. | to 80 | 2000 Lbs Capacity | hour | $ 29.71 |
| 8496 | Crane, Truck Mntd | Max. Lift Capacity | 24000 Lbs | 0 | Include truck rate for total cost | hour | $ 16.54 |
| 8497 | Crane, Truck Mntd | Max. Lift Capacity | 36000 Lbs | 0 | Include truck rate for total cost | hour | $ 23.17 |
| 8498 | Crane, Truck Mntd | Max. Lift Capacity | 60000 Lbs | 0 | Include truck rate for total cost | hour | $ 37.46 |
| 8499 | Pump - Trash-Pump | CPB Rating - 10MTC | 10000 gal/Hr | 7 | Self- Priming Trash Pump | hour | $ 7.76 |
| 8500 | Crane | Max. Lift Capacity | 8 MT | to 80 | | hour | $ 40.75 |
| 8501 | Crane | Max. Lift Capacity | 15 MT | to 150 | | hour | $ 67.83 |
| 8502 | Crane | Max. Lift Capacity | 50 MT | to 200 | | hour | $ 93.95 |
| 8503 | Crane | Max. Lift Capacity | 70 MT | to 300 | | hour | $ 180.23 |
| 8504 | Crane | Max. Lift Capacity | 110 MT | to 350 | | hour | $ 258.23 |
| 8510 | Saw, Concrete | Blade Diameter | 14 In | to 14 | | hour | $ 7.62 |
| 8511 | Saw, Concrete | Blade Diameter | 26 In | to 35 | | hour | $ 12.47 |
| 8512 | Saw, Concrete | Blade Diameter | 48 In | to 65 | | hour | $ 26.81 |
| 8513 | Saw, Rock | Blade Diameter | | to 100 | | hour | $ 35.13 |
| 8514 | Saw, Rock | Blade Diameter | | to 200 | | hour | $ 68.85 |
| 8517 | Jackhammer (Dry) | Weight Class | 25-45 Lbs | 0 | Pneumatic Powered | hour | $ 1.77 |
| 8518 | Jackhammer (Wet) | Weight Class | 30-55 Lbs | 0 | Pneumatic Powered | hour | $ 2.02 |
| 8521 | Scraper | Scraper Capacity | 15 CY | to 262 | | hour | $ 133.80 |
| 8522 | Scraper | Scraper Capacity | 22 CY | to 365 | | hour | $ 174.30 |
| 8523 | Scraper | Scraper Capacity | 34 CY | to 500 | | hour | $ 322.77 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8524 | Scraper | Scraper Capacity | 44 CY | to 604 | | hour | $ | 354.84 |
| 8540 | Loader, Skid-Steer | Operating Capacity | 976 - 1250 Lbs | to 36 | | hour | $ | 26.83 |
| 8541 | Loader, Skid-Steer | Operating Capacity | 1751 - 2200 Lbs | to 66 | | hour | $ | 35.47 |
| 8542 | Loader, Skid-Steer | Operating Capacity | 2901 to 3300 Lbs | to 81 | | hour | $ | 38.72 |
| 8550 | Snow Blower, Truck Mntd | Capacity | 600 Tph | to 75 | Does not include truck | hour | $ | 35.39 |
| 8551 | Snow Blower, Truck Mntd | Capacity | 1400 Tph | to 200 | Does not include truck | hour | $ | 94.72 |
| 8552 | Snow Blower, Truck Mntd | Capacity | 2000 Tph | to 340 | Does not include truck | hour | $ | 143.88 |
| 8553 | Snow Blower, Truck Mntd | Capacity | 2500 Tph | to 400 | Does not include truck | hour | $ | 156.93 |
| 8558 | Snow Thrower, Walk Behind | Cutting Width | 25 in | to 5 | | hour | $ | 2.97 |
| 8559 | Snow Thrower, Walk Behind | Cutting Width | 60 in | to 15 | | hour | $ | 14.47 |
| 8560 | Snow Blower | Capacity | 2,000 Tph | to 400 | | hour | $ | 234.49 |
| 8561 | Snow Blower | Capacity | 2,500 Tph | to 500 | | hour | $ | 256.20 |
| 8562 | Snow Blower | Capacity | 3,500 Tph | to 600 | | hour | $ | 285.56 |
| 8563 | The Vammas 4500 | Snow Remover | 26ft Plow, 20ft Broom + Airblast | 428 | Equip with Plow & Broom | hour | $ | 260.00 |
| 8564 | The Vammas 5500 | RM300 | 96"W x 20"D | 350 | Soil Stabilization, Reclaimer | hour | $ | 212.00 |
| 8565 | Oshkosh Pavement Sweeper | H-Series | | 420 | Equip with Broom | hour | $ | 229.00 |
| 8569 | Dust Control De-Ice Unit | 1300-2000 gal | 173"Lx98"Wx51"H | 5.5 | Hydro Pump w/100' 1/2" hose | hour | $ | 3.54 |
| 8570 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 0.5 CY | to 40 | Loader and Backhoe Buckets included. | hour | $ | 23.95 |
| 8571 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1 CY | to 70 | Loader and Backhoe Buckets included. | hour | $ | 33.36 |
| 8572 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.5 CY | to 95 | Loader and Backhoe Buckets included. | hour | $ | 43.46 |
| 8573 | Loader-Backhoe, Wheel | Loader Bucket Capacity | 1.75 CY | to 115 | Loader and Backhoe Buckets included. | hour | $ | 49.55 |
| 8580 | Distributor, Asphalt | Tank Capacity Mounted on Trailer | 550 Gal | 16 | burners, insulated tank, and circulating spray bar. | hour | $ | 14.97 |
| 8581 | Distributor, Asphalt | Tank Capacity Mounted on Trailer | 1000 Gal | 38 | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate. | hour | $ | 22.45 |
| 8582 | Distributor, Asphalt | Tank Capacity Mounted on Truck | 4000 Gal | | Truck Mounted. Includes burners, insulated tank, and circulating spray bar. Include truck rate. | hour | $ | 32.52 |
| 8583 | Distributor | ETNYRE Oil Distributor Model - PB348 | | 300 | | hour | $ | 43.57 |
| 8584 | Distributor | ETNYRE Quad Chip Spreader | | 280 | | hour | $ | 90.67 |
| 8590 | Trailer, Dump | Capacity | 20 CY | 0 | Does not include Prime Mover. | hour | $ | 13.13 |
| 8591 | Trailer, Dump | Capacity | 30 CY | 0 | Does not include Prime Mover. | hour | $ | 13.37 |
| 8600 | Trailer, Equipment | Capacity | 30 Tons | 0 | | hour | $ | 16.71 |
| 8601 | Trailer, Equipment | Capacity | 40 Tons | 0 | | hour | $ | 18.49 |
| 8602 | Trailer, Equipment | Capacity | 60 Tons | 0 | | hour | $ | 19.30 |
| 8603 | Trailer, Equipment | Capacity | 120 Tons | 0 | | hour | $ | 30.52 |
| 8610 | Trailer, Water | Tank Capacity | 4000 Gal | 0 | Includes a centrifugal pump with sump and a rear spraybar. | hour | $ | 15.85 |
| 8611 | Trailer, Water | Tank Capacity | 6000 Gal | 0 | Includes a centrifugal pump with sump and a rear spraybar. | hour | $ | 19.49 |
| 8612 | Trailer, Water | Tank Capacity | 10000 Gal | 0 | Includes a centrifugal pump with sump and a rear spraybar. | hour | $ | 22.76 |
| 8613 | Trailer, Water | Tank Capacity | 14000 Gal | 0 | Includes a centrifugal pump with sump and a rear spraybar. | hour | $ | 28.39 |
| 8614 | Truck- Water Tanker | 1000 gal. tank | | 175 | | hour | $ | 35.84 |
| 8620 | Tub Grinder | | | to 440 | | hour | $ | 98.30 |
| 8621 | Tub Grinder | | | to 630 | | hour | $ | 148.62 |
| 8622 | Tub Grinder | | | to 760 | | hour | $ | 189.56 |
| 8623 | Tub Grinder | | | to 1000 | | hour | $ | 332.79 |
| 8627 | Horizontal Grinder | Model HG6000 | | 630 | | hour | $ | 59.12 |
| 8628 | Stump Grinder | 1988 Vermeer SC-112 | | 102 | | hour | $ | 48.59 |
| 8629 | Stump Grinder | 24" grinding wheel | | 110 | | hour | $ | 46.31 |
| 8630 | Sprayer, Seed | Working Capacity | 750 Gal | to 30 | Trailer & truck mounted. Does not include Prime Mover. | hour | $ | 14.78 |
| 8631 | Sprayer, Seed | Working Capacity | 1250 Gal | to 50 | Trailer & truck mounted. Does not include Prime Mover. | hour | $ | 19.74 |
| 8632 | Sprayer, Seed | Working Capacity | 3500 Gal | to 115 | Trailer & truck mounted. Does not include Prime Mover. | hour | $ | 32.52 |
| 8633 | Mulcher, Trailer Mntd | Working Capacity | 7 TPH | to 35 | | hour | $ | 15.59 |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| 8634 | Mulcher, Trailer Mntd | Working Capacity | 10 TPH | to 55 | | hour | $ | 23.12 |
| 8635 | Mulcher, Trailer Mntd | Working Capacity | 20 TPH | to 120 | | hour | $ | 33.58 |
| 8636 | Scraper | Soil Recycler WR 2400 | w 317 gal fuel tank | 563 | | hour | $ | 265.76 |
| 8637 | Trailer CAT | Double Belly Bottom-dump Trailer | 26 CY of soil in one dump | 330 | 13 CY of soil each berry | hour | $ | 95.10 |
| 8638 | Rake | Barber Beach Sand Rake 600HDr, towed | | 0 | Towed by Beach vehicle | hour | $ | 15.78 |
| 8639 | Chipper | Wildcat 626 Cougar Trommel Screen chipper w belt | | 125 | | hour | $ | 35.38 |
| 8640 | Trailer, Office | Trailer Size | 8' x 24' | 0 | Cargo Size 16ft | hour | $ | 2.31 |
| 8641 | Trailer, Office | Trailer Size | 8' x 32' | 0 | Cargo Size 24ft | hour | $ | 2.76 |
| 8642 | Trailer, Office | Trailer Size | 10' x 32' | 0 | Cargo Size 20ft | hour | $ | 3.69 |
| 8643 | Trailer | Haz-Mat Equipment trailer | 8'x18' | 0 | Move by Tractor to Location | hour | $ | 38.88 |
| 8644 | Trailer, Covered Utility Trailer | (7' X 16') | | 0 | Move by Tractor to Location | hour | $ | 5.88 |
| 8645 | Trailer, Dodge Ram | 8' x 24' shower trailer- 12 showers | | 101 | | hour | $ | 30.33 |
| 8646 | Trailer, Dodge | 8' x 32' flatbed water | 25,000 MGVW | 200 | 4x2-Axle | hour | $ | 28.60 |
| 8650 | Trencher | | | to 40 | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel. | hour | $ | 16.91 |
| 8651 | Trencher | | | to 85 | Walk-behind, Crawler & Wheel Mounted. Chain and Wheel. | hour | $ | 29.53 |
| 8654 | Trencher accessories | 2008 Griswold Trenchbox | | 0 | | hour | $ | 1.96 |
| 8660 | Plow, Cable | Plow Depth | 24 in | to 30 | | hour | $ | 13.77 |
| 8661 | Plow, Cable | Plow Depth | 36 in | to 65 | | hour | $ | 40.07 |
| 8662 | Plow, Cable | Plow Depth | 48 in | to 110 | | hour | $ | 44.60 |
| 8670 | Derrick, Hydraulic Digger | Max. Boom = 60 Ft, 12,000 Ft-Lb Hydraulic | Lift Capacity 15,500 Lbs | 275 | Includes hydraulic pole alignment attachment. Include truck rate | hour | $ | 35.07 |
| 8671 | Derrick, Hydraulic Digger | Max. Boom = 90 Ft, 14000 Ft-Lb Hydraulic | Lift Capacity 26,700 Lbs | 310 | Includes hydraulic pole alignment attachment. Include truck rate | hour | $ | 56.12 |
| 8672 | Movax SP-60 | 28-32 ton Head | 134KW | 178 | Sonic Sidegrip Vibratory Pile Driver | Hour | $ | 109.20 |
| 8680 | Truck, Fire -Industrial -112Ft Ladder Aerial Platform | Pump/Tank Capacity | 3000gpm/1000 gal Water or Foam | 600 | 2-1000gpm Nozzles 1-Each side of Platform | Hour | $ | 198.30 |
| 8681 | Truck, Fire, Engine Type-1 | Pump/Tank Capacity | 1000GPM/300gal | | Engine, with Pump & Roll | hour | $ | 140.00 |
| 8682 | Truck, Fire, Engine Type-2 | Pump/Tank Capacity | 500GPM/300gal | | Engine, with Pump & Roll | hour | $ | 132.00 |
| 8683 | Truck, Fire, Ladder(48ft)(Type-III) | Pump/Tank Capacity | 150gpm/500gal, | 115-149 | Hose 1-1/2"D 500' Long | hour | $ | 119.30 |
| 8684 | Truck, Fire, Aerial (Cummins IXL9)100Ft Ladder | Pump/Tank Capacity | 2000gpm/500gal | 450 | 1500gpm Monitor/nozzle | hour | $ | 178.00 |
| 8685 | Truck, Fire, Ladder(48ft)(Type-I) | Pump/Tank Capacity | 1000gpm/400gal, 500gpm Master Stream | 200-250 | Hose 2-1/2"D 1200' Long | hour | $ | 154.00 |
| 8686 | Truck, Fire, Ladder(48ft)(Type-II) | Pump/Tank Capacity | 500gpm/300gal, | 100-199 | Hose 2-1/2"D 1000' Long | hour | $ | 131.50 |
| 8687 | Truck, Fire, Support Water Tender S1 | Pump/Tank Capacity | 300GPM/4000+gal | 115-149 | S1 Water Tender | hour | $ | 114.50 |
| 8688 | Truck, Fire, Support Water Tender S2 | Pump/Tank Capacity | 200GPM/2500+gal | | S2 Water Tender | hour | $ | 103.50 |
| 8689 | Truck, Fire, Support Water Tender S3 | Pump/Tank Capacity | 200GPM/1000+gal | | S3 Water Tender | hour | $ | 79.00 |
| 8690 | Truck, Fire - Water Tender | Pump Capacity | 1000 GPM @150 psi | | | hour | $ | 70.33 |
| 8691 | Truck, Fire, Tanker | Pump/Tank Capacity | 1250 GPM/2500 gal | 500 | | hour | $ | 74.57 |
| 8692 | Truck, Fire, Pumper | Pump/Tank Capacity | 1500 GPM/1000 gal | 500 | | hour | $ | 81.10 |
| 8693 | Truck, Fire, Pumper | Pump Capacity | 2000 GPM | | | hour | $ | 84.04 |
| 8694 | Truck, Fire Aerial Ladder (75Ft) | Pump/Tank Capacity | 1500GPM/600 gal | 475 | | hour | $ | 121.00 |
| 8695 | Truck, Fire Aerial Ladder (150Ft) | Ladder length | 150 FT | | No Platform, | hour | $ | 146.43 |
| 8696 | Truck, Fire (Rescure) | No Ladder | | 330 | Rescure Equipment | hour | $ | 96.36 |
| 8697 | Truck, Fire, Tactical Water Tender T1 | Pump/Tank Capacity | 250GPM/2000+gal | 175 | | hour | $ | 119.50 |
| 8698 | Truck, Fire, Tactical Water Tender T2 | Pump/Tank Capacity | 250GPM/1000+gal | | | hour | $ | 102.67 |
| 8699 | Truck, Fire, Engine Type-3 | Pump/Tank Capacity | 150GPM/500gal | | Engine, with Pump & Roll | hour | $ | 126.50 |
| 8700 | Truck, Flatbed | Maximum Gvw | 15000 Lbs | to 200 | Diesel Engine | hour | $ | 25.46 |
| 8701 | Truck, Flatbed | Maximum Gvw | 25000 Lbs | to 275 | Gasoline Engine | hour | $ | 40.36 |
| 8701-1 | Truck, Flatbed | Maximum Gvw | 25000 Lbs | 200 | Diesel Engine | hour | $ | 28.55 |
| 8702 | Truck, Flatbed | Maximum Gvw | 30000 Lbs | 217 | Diesel Engine | hour | $ | 32.90 |
| 8703 | Truck, Flatbed | Maximum Gvw | 45000 Lbs | to 380 | Diesel Engine | hour | $ | 52.73 |
| 8708 | Trailer, semi | 48ft to 53ft, flat-bed, freight, two axle | 50,000+ gvwr | 0 | | hour | $ | 8.67 |
| 8709 | Trailer, semi | enclosed 48 ft to 53 ft, two axles | 50,000+ gvwr | 0 | Enclosed | hour | $ | 9.82 |
| 8710 | Trailer, semi | 28ft, single axle, freight | 25,000 gvwr | 0 | | hour | $ | 10.01 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8711 | Flat bed utility trailer | 6 ton | | 0 | | hour | $ 3.21 |
| 8712 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 5 CY | 50 | Truck Mounted. (350 gal) | hour | $ 25.51 |
| 8713 | Cleaner, Sewer/Catch Basin | Hopper Capacity | 14 CY | 60 | Truck Mounted. (1500 Gal) | hour | $ 32.02 |
| 8714 | Vactor-Combined Sewer Cleaning | 800 Gal Spoils/400 Gal Water | 500/800 gal | 190 | with water & waste Tanks | hour | $ 85.10 |
| 8714-1 | Vector Combine Vaccum Truck | 1500 gal Water | 15 Cu Yd | 330 | with water & waste Tanks | hour | $ 86.94 |
| 8715 | Truck, Hydro Vac | model LP555DT | 36 - Hp pump | 36 | Towed by tractor | hour | $ 18.50 |
| 8716 | Leaf Vac | Tow by Truck 22,000 cfm capacity | | 85 | Leaf Vac + Truck Code 8811 | hour | $ 52.93 |
| 8717 | Truck, Vacuum | 60,000 GVW | | 400 | | hour | $ 76.72 |
| 8719 | Litter Picker | model 2007 Barber | | 0 | Towed by tractor | hour | $ 9.60 |
| 8720 | Truck, Dump | Struck Capacity | 8 CY | to 220 | | hour | $ 57.70 |
| 8721 | Truck, Dump | Struck Capacity | 10 CY | to 320 | | hour | $ 72.05 |
| 8722 | Truck, Dump | Struck Capacity | 12 CY | to 400 | | hour | $ 79.62 |
| 8723 | Truck, Dump | Struck Capacity | 14 CY | to 400 | | hour | $ 77.50 |
| 8724 | Truck, Dump, Off Highway | Struck Capacity | 28 CY | to 450 | | hour | $ 136.57 |
| 8725 | Truck, Dump | Struck Capacity | 18 CY | to 400 | | hour | $ 91.65 |
| 8730 | Truck, Garbage | Capacity | 25 CY | to 255 | | hour | $ 49.79 |
| 8731 | Truck, Garbage | Capacity | 32 CY | to 325 | | hour | $ 57.06 |
| 8733 | E-BAM Services | Environmental Beta Attenuation Air Monitor | | 0 | Powered by Solar System | hour | $ 3.07 |
| 8734 | Attenuator, safety | that can stop a vehicle at 60 mph | | 0 | | hour | $ 5.64 |
| 8735 | Truck, Attenuator | 2004 Truck Mounted for 60 mph | | 0 | | hour | $ 3.89 |
| 8736 | Truck, tow | 1987 Chevy Kodiak 70 | | 175 | | hour | $ 28.73 |
| 8744 | Van, Custom | Special Service Canteen Truck | | 350 | | hour | $ 18.35 |
| 8745 | Van, step | model MT10FD | | 300 | | hour | $ 22.05 |
| 8746 | Van-up to 15 passenger | light duty, class 1 | | 225-300 | | hour | $ 20.48 |
| 8747 | Van-up to 15 passenger | light duty, class 2 | | 225-300 | | hour | $ 20.77 |
| 8748 | Van-cargo | light duty, class 1 | | 225 - 300 | | hour | $ 22.44 |
| 8749 | Van-cargo | light duty, class 2 | | 225-300 | | hour | $ 22.68 |
| 8750 | Vehicle, Small | | | to 30 | | hour | $ 6.41 |
| 8753 | Vehicle, Recreational | | | to 10 | | hour | $ 2.87 |
| 8754 | Motor Coach | GVW=50534 | 56 Passenger + 1-Driver | 430 | Passenger Transportation | Hour | $ 63.94 |
| 8755 | Golf Cart | Capacity | 2 person | 0 | Battery operated | hour | $ 3.80 |
| 8770 | Welder, Portable | | | to 16 | Includes ground cable and lead cable. | hour | $ 4.11 |
| 8771 | Welder, Portable | | | to 34 | Includes ground cable and lead cable. | hour | $ 7.21 |
| 8772 | Welder, Portable | | | to 50 | Includes ground cable and lead cable. | hour | $ 13.66 |
| 8773 | Welder, Portable | | | to 80 | Includes ground cable and lead cable. | hour | $ 13.75 |
| 8780 | Truck, Water | Tank Capacity | 2500 Gal | to 175 | Include pump and rear spray system. | hour | $ 31.05 |
| 8781 | Truck, Water | Tank Capacity | 4000 Gal | to 250 | Include pump and rear spray system. | hour | $ 56.57 |
| 8788 | Container & roll off truck | Roll off Truck | 30 yds, | 200 | Roll-off-Truck only | hour | $ 23.73 |
| 8789 | Truck, Tractor | 1997 Freightliner F120 | | 430 | | hour | $ 56.81 |
| 8790 | Truck, Tractor | 4 x 2 | 25000 lbs | to 210 | | hour | $ 43.43 |
| 8791 | Truck, Tractor | 4 x 2 | 35000 lbs | to 330 | | hour | $ 47.57 |
| 8792 | Truck, Tractor | 6 x 2 | 45000 lbs | to 360 | | hour | $ 52.98 |
| 8794 | Truck, freight | Enclosed w/lift gate. Medium duty class 5 | gvwr 16000-19500 Lbs | 200 | 4 X 2 Axle (D) | hour | $ 27.25 |
| 8795 | Truck, backhoe carrier | Three axle, class 8, heavy duty | over 33000Lbs | 280 | | hour | $ 34.56 |
| 8796 | Truck, freight | Eenclosed w/lift gate. Heavy duty, class 7 | 26,001 to 33,000 lbs gvwr | 217 | 4 X 2 Axle (D) | hour | $ 31.43 |
| 8798 | Truck | Tilt and roll-back, two axle, class 7 heavy duty, | to 33,000 gvwr | 217 | 4 X 2 Axle (D) | hour | $ 32.13 |
| 8799 | Truck, | Tilt and roll back, three axle. class 8 heavy duty | over 33,001+ gvwr | 280 | 6 X 4 Axle (D) | hour | $ 42.33 |
| 8800 | Truck, Pickup | | | | When transporting people. | mile | $ 0.545 |
| 8801 | Truck, Pickup | 1/2-ton Pickup Truck | 4x2-Axle | 160 | | hour | $ 12.78 |
| 8802 | Truck, Pickup | 1-ton Pickup Truck | 4x2-Axle | 234 | | hour | $ 17.91 |
| 8803 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x2-Axle | 260 | | hour | $ 21.10 |
| 8804 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x2-Axle | 300 | | hour | $ 23.22 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8805 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x2-Axle | 300 | | hour | $ 24.85 |
| 8806 | Truck, Pickup | 3/4-ton Pickup Truck | 4x2-Axle | 165 | | hour | $ 14.32 |
| 8807 | Truck, Pickup | 3/4-ton Pickup Truck | 4x4-Axle | 285 | Crew | hour | $ 22.64 |
| 8808 | Truck, Pickup | 1-ton Pickup Truck | 4x4-Axle | 340 | Crew | hour | $ 22.99 |
| 8809 | Truck, Pickup | 1 1/4-ton Pickup Truck | 4x4-Axle | 360 | Crew | hour | $ 26.55 |
| 8810 | Truck, Pickup | 1 1/2-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $ 26.82 |
| 8811 | Truck, Pickup | 1 3/4-ton Pickup Truck | 4x4-Axle | 362 | Crew | hour | $ 27.55 |
| 8820 | Skidder accessory | 2005 JCB Grapple Claw | | 0 | | hour | $ 1.75 |
| 8821 | Forklift, accessory | 2005 ACS Grapple Bucket | | 0 | | hour | $ 1.56 |
| 8822 | Truck, Loader | Debris/Log (Knuckleboom Loader/Truck) | | 230 | | hour | $ 53.22 |
| 8823 | Chipper- Wood Recycler | Cat 16 engine | | 700 | | hour | $ 118.50 |
| 8824 | Skidder | model Cat 525B | | up to 160 | | hour | $ 64.79 |
| 8825 | Skidder | 40K lbs- model Cat 525C | | 161 and up | | hour | $ 128.67 |
| 8840 | Truck, service | fuel and lube | up to 26,000 gvwr | 215-225 | | hour | $ 40.19 |
| 8841 | Truck, fuel | 2009 International 1,800 gal. storage tank | | 200 | | hour | $ 32.01 |
| 8842 | Mobile Command Trailer | (8’ X 28’) with 7.5 KW Generator | | 0 | Move to Location by Tractor | hour | $ 14.73 |
| 8843 | Mobile Response Trailer | (8’ X 31’) with 4.5 KW Generator? | | 0 | Move to Location by Tractor | hour | $ 13.87 |
| 8844 | Mobile Command Center | (unified) (RV) Ulitimaster MP-35 | 43 FT Long with Generator | 400 | | hour | $ 86.10 |
| 8845 | Mobile Command Post Vehicle | (RV) (In- Motion) | 22-Ft Long | 340 | | hour | $ 31.55 |
| 8846 | Mobile Command Post Vehicle | (RV) (Stationary) w/9.6 KW Generator | 22-Ft Long | 340 | | hour | $ 20.33 |
| 8847 | Mobile Command Center (Trailer) | 48'x8' Trailer, Fully Equiped Mobile Command Center | 48-Ft Long | 0 | Move to Location by Tractor | hour | $ 31.69 |
| 8848 | Mobile Command Center (Trailer) | 48'x8' When being Moved w/Truck Tractor | | 310 | | hour | $ 50.69 |
| 8849 | Mobile Command Center | 43'x8.5' x 13.5'H with self 30kw Generator | | 280 | Generator Rate not included | hour | $ 55.37 |
| 8850 | Mobile Command Center | 2007-Freightliner MT-55, (RV) | | 260 | | hour | $ 47.12 |
| 8851 | Mobile Command Van | 1990- Ford Econoline- Communication Van | | 230 | Communication Equipment | hour | $ 42.78 |
| 8852 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (In motion) (RV) | | 410 | | hour | $ 68.04 |
| 8853 | Mobile Command Center | 47.5' X 8.75 Fully Equip' (Stationary) | | 410 | | hour | $ 45.89 |
| 8854 | Mobile Command Vehicle | 53' X 8.75 Fully Equip | | 480-550 | | hour | $ 98.84 |
| 8870 | Light Tower | Terex/Amida AL 4000. with (4) 500 watt lights | w/10kw power unit | 13.5 | | hour | $ 11.11 |
| 8871 | Light Tower | 2004 Allmand | | | | hour | $ 6.93 |
| 8872 | SandBagger Machine | (Spider) automatic | w/Vibration & Conveyor Motors | 2-4.5 | | hour | $ 49.42 |
| 8900 | Helicopter | OH-58 KIOWA (Military) is the same as “Bell-206B3 | | 420 | | hour | $ 467.00 |
| 8901 | Helicopter | OH-58 KIOWA (Military) is the same as “Bell-206BR | | 420 | | hour | $ 489.00 |
| 8902 | Helicopter | Model Bell 206-L3 Jet Range Helicopter | | 650 | Jet Range III-Helicopter | hour | $ 575.00 |
| 8903 | Helicopter | Model Bell 206L1 Long Ranger | | 650 | Long Ranger | hour | $ 585.47 |
| 8904 | Helicopter | Model Bell 206LT Long Range Twinranger | | 450 | Twinranger | hour | $ 763.30 |
| 8905 | Helicopter | Model Bell 407 EMS- Ambulance | | 250 | | hour | $ 625.35 |
| 8906 | Piper-Fixed wing | Model Navajo PA-31 | | 310 | | hour | $ 476.60 |
| 8907 | Piper-Fixed wing | PA-31-350, Navajo Chieftn twin engine | | 350 | | hour | $ 507.20 |
| 8908 | Sikorsky Helicopter | Model UH-60 (Blackhawk) medium lift | Medium Lift | 1890 | Fire Fighter Same as S70C | hour | $ 2,974.45 |
| 8909 | Helicopter | Model UH-A (Blackhawk) Medium lift | Medium Lift | 1890 | Fire Fighter | hour | $ 5,559.04 |
| 8910 | Boeing Helicopter | Model CH-47 (Chinook) heavy lift | Heavy Lift | 2850 | Fire Fighter | hour | $ 10,857.50 |
| 8911 | Helicopter- light utility | Model Bell 407GX - 7 seater | 7-Seaters | 675 | Passenger Aircraft | hour | $ 620.38 |
| 8912 | Helicopter- light utility | Modle Bell 206L- 7 seater | 7-Seaters | 420 | Passenger Aircraft | hour | $ 607.92 |
| 8913 | Helicopter | Model Bell-206L4 | | 726 | | hour | $ 570.24 |
| 8914 | King Air 200 Turboprop Aircraft | Blackhawk King Air B200XP61 | | 669 | | hour | $ 1,318.11 |
| 8915 | Turboprops Blackhawk Aircraft | Blackhawk Caravan XP42 A | | 850 | | hour | $ 738.12 |
| 8916 | Turboprops Blackhawk Aircraft | King Air C90 XP135 A | | 550 | | hour | $ 1,108.33 |
| 8917 | Aerostar Piston Aircraft | Aerostar 601P | | 290 | | hour | $ 466.67 |
| 8918 | Bell UH -1H Huey Helicopter II | Engine:1 × Lycoming T53-L-11 turboshaft | | 1100 | Travel Range 253 Nautical Miles | hour | $ 1,376.74 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| 8943 | Wire Puller Machine | Overhead Wire Pulling Machine | | 30 | Overhead/Underground Wire Pulling Machine | hour | $ 20.16 |
| 8944 | Wire Tensioning Machine | 3000 Lbs | | | Overhead Wire Tensioning Machine | hour | $ 14.84 |
| 8945 | Aerial Lift - 20 Ft High | model 2008 Genie Scissor Lift | 1000 Lbs | | 24 Volt | hour | $ 6.44 |
| | | | | | | | |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 6S

**MEMORANDUM**

**To:** District Manager
District Engineer

**From:** District Counsel

**Date:** October 12, 2021

**Subject:** Stormwater Management Needs Analysis
(Chapter 2021-194, Laws of Florida/HB53)

---

We are writing with an update regarding the new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s).

The Office of Economic and Demographic Research ("OEDR") recently promulgated additional details and an excel template for reporting the stormwater needs analyses (attached hereto for reference). Similar documents for the wastewater needs analyses will be available soon at which time we will again supplement this memorandum.

A brief summary of the new law and its requirements were set forth in our previous memorandum, attached to this memorandum for your reference in **Exhibit A**. Please feel free to contact us with any questions.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be submitted by **June 30, 2022** and updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should the District take?***

- District engineers should review the stormwater needs analysis excel workbook and submit a work authorization for approval by the District's Board prior to commencing work. We recommend presenting the work authorization to the Board as soon as is practical, but no later than the first quarter of 2022.

- District managers should review the stormwater needs analysis excel workbook and start entering information that is readily available. The district manager may be able to complete the "background information" section and provide data on stormwater O&M expenditures, among other assistance.

- Once the work authorization is approved, the district manager should work with the district engineer to complete the remainder of the stormwater needs analyses with the final version submitted to the District no later than May 15, 2022.

- In some cases, districts may require outside consulting or evaluation to complete the needs analyses. Since the necessity of this additional step may not be immediately apparent, we recommend that district managers begin coordinating with their engineers as soon as possible.

***Stormwater Needs Analysis Resources from OEDR***

- OEDR website http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

- Excel Workbook (stormwater needs analysis reporting template)
  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.xlsx
  (last updated October 8, 2021)

- PDF Version for (essentially the same as the Excel workbook)
  http://edr.state.fl.us/Content/natural-resources/Stormwater_Needs_Analysis.pdf
  (last updated October 8, 2021)

***Wastewater Needs Analysis Resources from OEDR***

- Forthcoming.

# Exhibit A

**MEMORANDUM**

**To:** District Manager, District Engineer

**From:** District Counsel

**Date:** September 7, 2021

**Subject:** Wastewater Services and Stormwater Management Needs Analysis (Chapter 2021-194, Laws of Florida/HB53)

---

We are writing to inform you of a new law requiring special districts that either own or operate stormwater management systems, stormwater management programs or wastewater services to create a 20-year needs analysis of such system(s). The requirements relating to wastewater services are found in Section 4 of Chapter 2021-194, Laws of Florida, creating Section 403.9301, Florida Statutes, and the requirements relating to stormwater management programs and systems are found in Section 5 of Chapter 2021-194, Laws of Florida, creating Section 403.9302, Florida Statutes (attached hereto for reference).

A brief summary of the new law and its requirements is set forth below. Please feel free to contact us with any questions.

***What is required?***

The Office of Economic and Demographic Research ("OEDR") is expected to promulgate additional details about the requirements of the needs analyses. However, certain general requirements are set forth in the new law.

For wastewater services, the needs analysis must include:

a) A detailed description of the facilities used to provide wastewater services.

b) The number of current and projected connections and residents served calculated in 5-year increments.

c) The current and projected service area for wastewater services.

d) The current and projected cost of providing wastewater services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

For stormwater management programs and stormwater management systems, the needs analysis must include:

a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

b) The number of current and projected residents served calculated in 5-year increments.

c) The current and projected service area for the stormwater management program or stormwater management system.

d) The current and projected cost of providing services calculated in 5-year increments.

e) The estimated remaining useful life of each facility or its major components.

f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

***When is the deadline?***

For both wastewater and stormwater, the first analysis must be created by **June 30, 2022**, and the analysis must be updated every five (5) years thereafter. The needs analysis, along with the methodology and any supporting data necessary to interpret the results, must be submitted to the county in which the largest portion of the service area or stormwater system is located.

***What steps should districts take?***

District engineers and district managers should begin by evaluating what information is already available to the district, and what new information may need to be gathered. Each district should approve a work authorization for their district engineer to create the needs analysis report and should consider proposals for any outside consulting or evaluation that may be necessary, though in most cases we expect this will not be required. In order to provide ample time for completion of the necessary needs analysis reports, we recommend presenting these items for board consideration no later than the first quarter of 2022, or as soon thereafter as is practical. OEDR is anticipated to provide further guidelines for the reporting requirements, none of which we expect to be particularly burdensome, and which will likely include information readily available to districts' engineering and/or environmental professionals. Once we receive further guidance, we will supplement this informational memorandum.

# CHAPTER 2021-194

## Committee Substitute for Committee Substitute for Committee Substitute for House Bill No. 53

An act relating to public works; amending s. 255.0991, F.S.; revising a prohibition relating to any solicitation for construction services paid for with state appropriated funds; amending s. 255.0992, F.S.; revising the definition of the term "public works project"; prohibiting the state or any political subdivision that contracts for a public works project from taking specified action against certain persons that are engaged in a public works project or have submitted a bid for such a project; providing applicability; amending s. 403.928, F.S.; requiring the Office of Economic and Demographic Research to include an analysis of certain expenditures in its annual assessment; creating s. 403.9301, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide wastewater services to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; creating s. 403.9302, F.S.; providing definitions; requiring counties, municipalities, and special districts that provide stormwater management to develop a needs analysis that includes certain information by a specified date; requiring municipalities and special districts to submit such analyses to a certain county; requiring the county to file a compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research by a specified date; requiring the office to evaluate the document and include an analysis in its annual assessment; providing applicability; providing a determination and declaration of important state interest; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (2) of section 255.0991, Florida Statutes, is amended to read:

255.0991 Contracts for construction services; prohibited local government preferences.—

(2) For <u>any</u> ~~a~~ competitive solicitation for construction services <u>paid for with any</u> ~~in which 50 percent or more of the cost will be paid from~~ state-appropriated funds ~~which have been appropriated at the time of the competitive solicitation~~, a state college, county, municipality, school district, or other political subdivision of the state may not use a local ordinance or regulation <u>to prevent a certified, licensed, or registered contractor,</u>


CODING: Words ~~stricken~~ are deletions; words <u>underlined</u> are additions.

subcontractor, or material supplier or carrier, from participating in the bidding process ~~that provides a preference~~ based upon:

(a) ~~The contractor's~~ Maintaining an office or place of business within a particular local jurisdiction;

(b) ~~The contractor's~~ Hiring employees or subcontractors from within a particular local jurisdiction; or

(c) ~~The contractor's~~ Prior payment of local taxes, assessments, or duties within a particular local jurisdiction.

Section 2. Paragraph (b) of subsection (1) and subsections (2) and (3) of section 255.0992, Florida Statutes, are amended to read:

255.0992 Public works projects; prohibited governmental actions.—

(1) As used in this section, the term:

(b) "Public works project" means an activity exceeding $1 million in value that is ~~of which 50 percent or more of the cost will be~~ paid for with any ~~from~~ state-appropriated funds ~~that were appropriated at the time of the competitive solicitation~~ and which consists of the construction, maintenance, repair, renovation, remodeling, or improvement of a building, road, street, sewer, storm drain, water system, site development, irrigation system, reclamation project, gas or electrical distribution system, gas or electrical substation, or other facility, project, or portion thereof that is owned in whole or in part by any political subdivision.

(2)~~(a)~~ Except as required by federal or state law, the state or any political subdivision that contracts for a public works project may not take the following actions:

(a) Prevent a certified, licensed, or registered contractor, subcontractor, or material supplier or carrier, from participating in the bidding process based on the geographic location of the company headquarters or offices of the contractor, subcontractor, or material supplier or carrier submitting a bid on a public works project or the residences of employees of such contractor, subcontractor, or material supplier or carrier.

(b) Require that a contractor, subcontractor, or material supplier or carrier engaged in a public works ~~such~~ project:

1. Pay employees a predetermined amount of wages or prescribe any wage rate;

2. Provide employees a specified type, amount, or rate of employee benefits;

3. Control, limit, or expand staffing; or



CODING: Words ~~stricken~~ are deletions; words underlined are additions.

4. Recruit, train, or hire employees from a designated, restricted, or single source.

(c)~~(b) The state or any political subdivision that contracts for a public works project may not~~ Prohibit any contractor, subcontractor, or material supplier or carrier able to perform such work that ~~who~~ is qualified, licensed, or certified as required by state or local law to perform such work from receiving information about public works opportunities or from submitting a bid on the public works project. This paragraph does not apply to vendors listed under ss. 287.133 and 287.134.

(3) This section does not apply to the following:

(a) Contracts executed under chapter 337.

(b) A use authorized by s. 212.055(1) which is approved by a majority vote of the electorate of the county or by a charter amendment approved by a majority vote of the electorate of the county.

Section 3. Paragraph (e) is added to subsection (1) of section 403.928, Florida Statutes, to read:

403.928 Assessment of water resources and conservation lands.—The Office of Economic and Demographic Research shall conduct an annual assessment of Florida's water resources and conservation lands.

(1) WATER RESOURCES.—The assessment must include all of the following:

(e) Beginning with the assessment due January 1, 2022, an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure. As part of this analysis, the office shall periodically survey public and private utilities.

Section 4. Section 403.9301, Florida Statutes, is created to read:

403.9301 Wastewater services projections.—

(1) The Legislature intends for each county, municipality, or special district providing wastewater services to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Domestic wastewater" has the same meaning as provided in s. 367.021.

(b) "Facility" means any equipment, structure, or other property, including sewerage systems and treatment works, used to provide wastewater services.

(c) "Treatment works" has the same meaning as provided in s. 403.031(11).


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

(d) "Wastewater services" means service to a sewerage system, as defined in s. 403.031(9), or service to domestic wastewater treatment works.

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing wastewater services shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the facilities used to provide wastewater services.

(b) The number of current and projected connections and residents served calculated in 5-year increments.

(c) The current and projected service area for wastewater services.

(d) The current and projected cost of providing wastewater services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its service area is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

Section 5. Section 403.9302, Florida Statutes, is created to read:

403.9302 Stormwater management projections.—

(1) The Legislature intends for each county, municipality, or special district providing a stormwater management program or stormwater management system to create a 20-year needs analysis.

(2) As used in this section, the term:

(a) "Facility" means any equipment, structure, or other property, including conveyance systems, used or useful in connection with providing a stormwater management program or stormwater management system.

(b) "Stormwater management program" has the same meaning as provided in s. 403.031(15).

(c) "Stormwater management system" has the same meaning as provided in s. 403.031(16).

(3) By June 30, 2022, and every 5 years thereafter, each county, municipality, or special district providing a stormwater management program or stormwater management system shall develop a needs analysis for its jurisdiction over the subsequent 20 years. In projecting such needs, each local government shall include the following:

(a) A detailed description of the stormwater management program or stormwater management system and its facilities and projects.

(b) The number of current and projected residents served calculated in 5-year increments.

(c) The current and projected service area for the stormwater management program or stormwater management system.

(d) The current and projected cost of providing services calculated in 5-year increments.

(e) The estimated remaining useful life of each facility or its major components.

(f) The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components.

(g) The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap.

(4) Upon completing the requirements of subsection (3), each municipality or special district shall submit its needs analysis, as well as the


CODING: Words ~~stricken~~ are deletions; words underlined are additions.

methodology and any supporting data necessary to interpret the results, to the county within which the largest portion of its stormwater management program or stormwater management system is located. Each county shall compile all analyses submitted to it under this subsection into a single document and include its own analysis in the document. The county shall file the compiled document with the Secretary of Environmental Protection and the coordinator of the Office of Economic and Demographic Research no later than July 31, 2022, and every 5 years thereafter.

(5) The Office of Economic and Demographic Research shall evaluate the compiled documents from the counties for the purpose of developing a statewide analysis for inclusion in the assessment due January 1, 2023, pursuant to s. 403.928.

(6) This section applies to a rural area of opportunity as defined in s. 288.0656 unless the requirements of this section would create an undue economic hardship for the county, municipality, or special district in the rural area of opportunity.

Section 6. The Legislature determines and declares that this act fulfills an important state interest.

Section 7. This act shall take effect July 1, 2021.

Approved by the Governor June 29, 2021.

Filed in Office Secretary of State June 29, 2021.


CODING: Words stricken are deletions; words underlined are additions.

**TEMPLATE FOR LOCAL GOVERNMENTS AND SPECIAL DISTRICTS FOR PERFORMING A STORMWATER NEEDS ANALYSIS PURSUANT TO SECTION 5 OF SECTION 403.9302, FLORIDA STATUTES**

INTRODUCTION

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater. Section 403.9302, Florida Statutes, requires a 20-year needs analysis from the local governments providing stormwater services. Because this planning document is forward-looking, it will necessarily include a large number of assumptions about future actions. These assumptions should be based on any available information coupled with best professional judgment of the individuals completing the document.

Completing this template by June 30, 2022, will fulfill the statutory requirements for the first round of 20-year needs analyses for stormwater. The template was generated by EDR in cooperation with local governments, Special Districts, the Florida Department of Environmental Protection (DEP), the Water Management Districts, the Florida Stormwater Association, private consultants, and others. Use of this tool will help ensure that information is compiled consistently for the Office of Economic & Demographic Research's (EDR) report to the Legislature.

For the purposes of this document, a stormwater management program and a stormwater management system are as defined in statute (s. 403.031(15) and (16), F.S., respectively; language provided here: https://www.flsenate.gov/Laws/Statutes/2021/403.031). Plainly speaking, the "program" is the institutional framework whereby stormwater management activities (MS4 NPDES permit activities, and other regulatory activities, construction, operation and maintenance, *etc.* ) are carried out by the public authority. The "system" comprises the physical infrastructure that is owned and/or operated by the local government or special district that specifically is intended to control, convey or store stormwater runoff for treatment and flood protection purposes.

For the purposes of this document, the following guiding principles have been adopted:

- Stormwater systems or facilities owned and operated by any of the following are excluded from reporting requirements for local governments and special districts:
  - Private entities or citizens
  - Federal government
  - State government, including the Florida Department of Transportation (FDOT)
  - Water Management Districts
  - School districts
  - State universities or Florida colleges
- Local government expenditures associated with routine operation and maintenance are fully funded prior to commencing new projects and initiatives.
- Local government submissions will include the activities of dependent special districts. Only independent special districts report separately. For a list of all special districts in the state and their type (*i.e.,* dependent or independent), please see the Department of Economic Opportunity's Official List of Special Districts at the following link: http://specialdistrictreports.floridajobs.org/webreports/alphalist.aspx.
- With respect to federal and state statutes and rulemaking, current law and current administration prevails throughout the 20-year period. In other words, the state's present legal framework (*i.e.,* the status quo) continues throughout the period.

GENERAL INSTRUCTIONS FOR USING THE TEMPLATE

Instructions for submitting the template are still under development. Additional information regarding submission and answers to frequently asked questions will be posted on EDR's website, along with other useful materials, here: http://edr.state.fl.us/Content/natural-resources/stormwaterwastewater.cfm

The statutory language forms the titles for each part. This template asks that you group your recent and projected expenditures in prescribed categories. A detailed list of the categories is provided in part 5.0.

The same project should not appear on multiple tables in the jurisdiction's response unless the project's expenditures are allocated between those tables. All expenditures should be reported in $1,000s (*e.g.,* five hundred thousand dollars should be reported as $500).

For any jurisdiction that is contracting with another jurisdiction where both could be reporting the same expenditure, please contact EDR for additional guidance. In situations where a reporting jurisdiction contracts with a non-reporting jurisdiction, (*i.e.,* FDOT, the water management districts, the state or federal government), the reporting jurisdiction should include the expenditures.

When reporting cost information, please only include the expenditures that have flowed, are flowing, or will likely flow through your jurisdiction's budget. While necessary to comply with the statute, the concept of "future expenditures" should be viewed as an expression of identified needs.

**These projections are necessarily speculative and do not represent a firm commitment to future budget actions by the jurisdiction.**

This Excel workbook contains three worksheets for data entry. (Along the bottom of the screen, the three tabs are highlighted green.) Empty cells with visible borders are unlocked for data entry. In the first tab, titled "Background through Part 4," the information requested is either text, a dropdown list (*e.g.,* Yes or No), or a checkbox. The next tab, "Part 5 through Part 8," contains tables for expenditure or revenue data as well as some follow-up questions that may have checkboxes, lists, or space for text.

In Part 5 and Part 6, the expenditure tables have space for up to 5 projects. More projects can be listed in the "Additional Projects" tab. This tab contains a table with space for up to 200 additional projects. In order for these additional projects and expenditures to be correctly classified and included in the final totals, each project must be assigned a Project Type and Funding Source Type the from the dropdown lists in columns B and C.

Links to Template Parts:


- Background Information
- Part 1
- Part 2
- Part 3
- Part 4
- Part 5
- Part 6
- Part 7
- Part 8
- Additional Projects - This table contains additional rows for projects that do not fit into the main tables in Parts 5 and 6

**Background Information**

Please provide your contact and location information, then proceed to the template on the next sheet.

| | |
|---|---|
| Name of Local Government: | |
| Name of stormwater utility, if applicable: | |
| Contact Person | |
| Name: | |
| Position/Title: | |
| Email Address: | |
| Phone Number: | |

Indicate the Water Management District(s) in which your service area is located.

- ☐ Northwest Florida Water Management District (NWFWMD)
- ☐ Suwannee River Water Management District (SRWMD)
- ☐ St. Johns River Water Management District (SJRWMD)
- ☐ Southwest Florida Water Management District (SWFWMD)
- ☐ South Florida Water Management District (SFWMD)

Indicate the type of local government:

- ☐ Municipality
- ☐ County
- ☐ Independent Special District

**Part 1.0 Detailed description of the stormwater management program (Section 403.9302(3)(a), F.S.)**

The stormwater management program, as defined in the Introduction, includes those activities associated with the management, operation and maintenance, and control of stormwater and stormwater management systems, including activities required by state and federal law. The detailed program description is divided into multiple subparts consisting of narrative and data fields.

**Part 1.1 Narrative Description:**

Please provide a brief description of the current institutional strategy for managing stormwater in your jurisdiction. Please include any mission statement, divisions or departments dedicated solely or partly to managing stormwater, dedicated funding sources, and other information that best describes your approach to stormwater:

On a scale of 1 to 5, with 5 being the highest, please indicate the importance of each of the following goals for your program:

| 0 | 1 | 2 | 3 | 4 | 5 | |
|---|---|---|---|---|---|---|
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | Drainage & flood abatement (such as flooding events associated with rainfall and hurricanes) |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | Water quality improvement (TMDL Process/BMAPs/other) |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | Reduce vulnerability to adverse impacts from flooding related to increases in frequency and duration of rainfall events, storm surge and sea level rise |
| | | | | | | Other: |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | |
| ☐ | ☐ | ☐ | ☐ | ☐ | ☐ | |

**Part 1.2 Current Stormwater Program Activities:**

Please provide answers to the following questions regarding your stormwater management program.

- Does your jurisdiction have an NPDES Municipal Separate Storm Sewer System (MS4) Permit?
  - If yes, is your jurisdiction regulated under Phase I or Phase II of the NPDES Program:
- Does your jurisdiction have a dedicated stormwater utility?
  - If no, do you have another funding mechanism?
    - If yes, please describe your funding mechanism.
- Does your jurisdiction have a Stormwater Master Plan or Plans?
  - If Yes:
    - How many years does the plan(s) cover?
    - Are there any unique features or limitations that are necessary to understand what the plan does or does not address?
    - Please provide a link to the most recently adopted version of the document (if it is published online):
- Does your jurisdiction have an asset management (AM) system for stormwater infrastructure?
  - If Yes, does it include 100% of your facilities?
  - If your AM includes less than 100% of your facilities, approximately what percent of your facilities are included?

- Does your stormwater management program implement the following (answer Yes/No):

| | |
|---|---|
| A construction sediment and erosion control program for new construction (plans review and/or inspection)? | |
| An illicit discharge inspection and elimination program? | |
| A public education program? | |
| A program to involve the public regarding stormwater issues? | |
| A "housekeeping" program for managing stormwater associated with vehicle maintenance yards, chemical storage, fertilizer management, *etc.* ? | |
| A stormwater ordinance compliance program (*i.e.,* for low phosphorus fertilizer)? | |
| Water quality or stream gage monitoring? | |
| A geospatial data or other mapping system to locate stormwater infrastructure (GIS, *etc.* )? | |
| A system for managing stormwater complaints? | |

Other specific activities?

Notes or Comments on any of the above:

**Part 1.3 Current Stormwater Program Operation and Maintenance Activities**

Please provide answers to the following questions regarding the operation and maintenance activities undertaken by your stormwater management program.

- Does your jurisdiction typically assume maintenance responsibility for stormwater systems associated with new private development (*i.e.,* systems that are dedicated to public ownership and/or operation upon completion)?

Notes or Comments on the above:

- Does your stormwater operation and maintenance program implement any of the following (answer Yes/No)

| | |
|---|---|
| Routine mowing of turf associated with stormwater ponds, swales, canal/lake banks, *etc.* ? | |
| Debris and trash removal from pond skimmers, inlet grates, ditches, *etc.* ? | |
| Invasive plant management associated with stormwater infrastructure? | |
| Ditch cleaning? | |
| Sediment removal from the stormwater system (vactor trucks, other)? | |
| Muck removal (dredging legacy pollutants from water bodies, canal, *etc.* )? | |
| Street sweeping? | |
| Pump and mechanical maintenance for trash pumps, flood pumps, alum injection, *etc.* ? | |
| Non-structural programs like public outreach and education? | |
| Other specific routine activities? | |

**Part 2. Detailed description of the stormwater management system and its facilities and projects (continued Section 403.9302(3)(a), F.S.)**

A stormwater management system, as defined in the Introduction, includes the entire set of site design features and structural infrastructure for collection, conveyance, storage, infiltration, treatment, and disposal of stormwater. It may include drainage improvements and measures to prevent streambank channel erosion and habitat degradation. This section asks for a summary description of your stormwater management system. It is not necessary to provide geospatial asset data or a detailed inventory. For some, it may be possible to gather the required data from your Asset Management (AM) system. For others, data may be gathered from sources such as an MS4 permit application, aerial photos, past or ongoing budget investments, water quality projects, or any other system of data storage/management that is employed by the jurisdiction.

Please provide answers to the following questions regarding your stormwater system inventory. Enter zero (0) if your system does not include the component.

| | Number | Unit of Measurement |
|---|---|---|
| Estimated feet or miles of buried culvert: | | |
| Estimated feet or miles of open ditches/conveyances (lined and unlined) that are maintained by the stormwater program: | | |
| Estimated number of storage or treatment basins (*i.e.,* wet or dry ponds): | | |
| Estimated number of gross pollutant separators including engineered sediment traps such as baffle boxes, hydrodynamic separators, *etc.* : | | |
| Number of chemical treatment systems (*e.g.,* alum or polymer injection): | | |
| Number of stormwater pump stations: | | |
| Number of dynamic water level control structures (*e.g.,* operable gates and weirs that control canal water levels): | | |
| Number of stormwater treatment wetland systems: | | |
| Other: | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Notes or Comments on any of the above:

Which of the following green infrastructure best management practices do you use to manage water flow and/or improve water quality (answer Yes/No):

| Best Management Practice | Current | Planned |
|---|---|---|
| Tree boxes | | |
| Rain gardens | | |
| Green roofs | | |
| Pervious pavement/pavers | | |
| Littoral zone plantings | | |
| Living shorelines | | |
| Other Best Management Practices: | | |
| | | |
| | | |
| | | |
| | | |
| | | |

Please indicate which resources or documents you used when answering these questions (check all that apply).

- ☐ Asset management system
- ☐ GIS program
- ☐ MS4 permit application
- ☐ Aerial photos
- ☐ Past or ongoing budget investments
- ☐ Water quality projects

Other(s):

**Part 3. The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.)**

Counties and municipalities: Instead of requiring separate population projections, EDR will calculate the appropriate population estimates for each municipality or the unincorporated area of the county. If your service area is less than or more than your local government's population, please describe in the first text box provided below for part 4.0.

Independent Special Districts:

If an independent special district's boundaries are completely aligned with a county or a municipality, identify that jurisdiction here:

Any independent special district whose boundaries do not coincide with a county or municipality must submit a GIS shapefile with the current and projected service area. EDR will calculate the appropriate population estimates based on that map. Submission of this shapefile also serves to complete Part 4.0 of this template.

**Part 4.0 The current and projected service area for the stormwater management program or stormwater management system (Section 403.9302(3)(c), F.S.)**

Rather than providing detailed legal descriptions or maps, this part of the template is exception-based. In this regard, if the stormwater service area is less than or extends beyond the geographic limits of your jurisdiction, please explain.

Similarly, if your service area is expected to change within the 20-year horizon, please describe the changes (*e.g.,* the expiration of an interlocal agreement, introduction of an independent special district, *etc.* ).

**Proceed to Part 5**

**Part 5.0 The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.)**

Given the volume of services, jurisdictions should use the template's service groupings rather than reporting the current and projected cost of each individual service. Therefore, for the purposes of this document, "services" means:

1. Routine operation and maintenance (inclusive of the items listed in Part 1.3 of this document, ongoing administration, and non-structural programs)
2. Expansion (that is, improvement) of a stormwater management system.

Expansion means new work, new projects, retrofitting, and significant upgrades. Within the template, there are four categories of expansion projects

1. Flood protection, addressed in parts 5.2 and 5.3… this includes capital projects intended for flood protection/flood abatement
2. Water quality, addressed in part 5.2 and 5.3… this includes stormwater projects related to water quality improvement, such as BMAPs; projects to benefit natural systems through restoration or enhancement; and stormwater initiatives that are part of aquifer recharge projects
3. Resiliency, addressed in part 5.4… this includes all major stormwater initiatives that are developed specifically to address the effects of climate change, such as sea level rise and increased flood events
4. End of useful life replacement projects, addressed in part 6.0… this includes major expenses associated with the replacement of aging infrastructure

While numbers 3 and 4 have components that would otherwise fit into the first two categories, they are separately treated given their overall importance to the Legislature and other policymakers.

Expansion projects are further characterized as currently having either a committed funding source or no identified funding source. Examples of a committed funding source include the capacity to absorb the project's capital cost within current budget levels or forecasted revenue growth; financing that is underway or anticipated (bond or loan); known state or federal funding (appropriation or grant); special assessment; or dedicated cash reserves for future expenditure.

All answers should be based on local fiscal years (LFY, beginning October 1 and running through September 30). Please use nominal dollars for each year, but include any expected cost increases for inflation or population growth. Please check the EDR website for optional growth rate schedules that may be helpful.

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**Part 5.1 Routine Operation and Maintenance**

Please complete the table below, indicating the cost of operation and maintenance activities for the current year and subsequent five-year increments throughout the 20-year horizon. Your response to this part should exclude future initiatives associated with resiliency or major expenses associated with the replacement of aging infrastructure; these activities are addressed in subparts 5.4 and 6.0. However, do include non-structural programs like public outreach and education in this category.

If specific cost data is not yet available for the current year, the most recent (2020-21) O&M value can be input into the optional growth rate schedules (available on EDR's website as an Excel workbook). The most recent O&M value can be grown using the provided options for inflation, population growth, or some other metric of your choosing. If the growth in your projected total O&M costs is more than 15% over any five-year increment, please provide a brief explanation of the major drivers.

**Routine Operation and Maintenance**

| | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|
| | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| Operation and Maintenance Costs | | | | | |
| Brief description of growth greater than 15% over any 5-year period: | | | | | |
| | | | | | |

**Part 5.2 Future Expansion (Committed Funding Source)**

Please list expansion projects and their associated costs for the current year and subsequent five-year increments throughout the 20-year planning horizon. In this section, include stormwater system expansion projects or portions of projects with a committed funding source. If you include a portion of a project that is not fully funded, the project's remaining cost must be included in part 5.3, Expansion Projects with No Identified Funding Source.

Though many, if not most, stormwater projects benefit both flood protection and water quality, please use your best judgment to either allocate costs or simply select the primary purpose from the two categories below.

5.2.1 Flood Protection (Committed Funding Source): Provide a list of all scheduled new work, retrofitting and upgrades related to flood protection/flood abatement. Include infrastructure such as storage basins, piping and other conveyances, land purchases for stormwater projects, *etc* . Also include major hardware purchases such as vactor/jet trucks.

5.2.2 Water Quality Projects (Committed Funding Source): Please provide a list of scheduled water quality projects in your jurisdiction, such as treatment basins, alum injection systems, green infrastructure, water quality retrofits, *etc.,* that have a direct stormwater component. The projected expenditures should reflect only those costs.

- If you are party to an adopted BMAP, please include the capital projects associated with stormwater in this table. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred. For reference, DEP publishes a complete list of adopted BMAP projects as an appendix in their Annual STAR Report.

**Expansion Projects with a Committed Funding Source**

**5.2.1 Flood Protection** Expenditures (in $thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**5.2.2 Water Quality** Expenditures (in $thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Part 5.3 Future Expansion with No Identified Funding Source**

Please provide a list of known expansion projects or anticipated need(s) without formal funding commitments(s), formal pledges, or obligations. If you included a portion of a project that was partially covered by a committed source in part 5.2 above, list the projects and their remaining costs below.

5.3.1 Future Flood Protection with No Identified Funding Source: Please provide a list of future flood protection/flood abatement projects, associated land purchases, or major hardware purchases that are needed in your jurisdiction over the next 20 years. Future needs may be based on Master Plans, Comprehensive Plan Elements, Water Control Plans, areas of frequent flooding, hydrologic and hydraulic modeling, public safety, increased frequency of maintenance, desired level of service, flooding complaints, *etc.*

5.3.2 Future Water Quality Projects with no Identified Funding Source: Please provide a list of future stormwater projects needed in your jurisdiction over the next 20 years that are primarily related to water quality issues. Future needs may be based on proximity to impaired waters or waters with total maximum daily loads (TMDLs), BMAPs, state adopted Restoration Plans, Alternative Restoration Plans, or other local water quality needs.

- If you are party to an adopted BMAP, please list capital projects associated with stormwater. Include BMAP project number, cost to your jurisdiction, and year(s) that capital improvement costs are to be incurred.
- List other future water quality projects, including those in support of local water quality goals as well as those identified in proposed (but not yet adopted) BMAPs.

**Expansion Projects with No Identified Funding Source**

**5.3.1 Flood Protection** Expenditures (in $thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**5.3.2 Water Quality** Expenditures (in $thousands)

| Project Name (or, if applicable, BMAP Project Number or ProjID) | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Please indicate which resources or documents you used to complete table 5.3 (check all that apply).

- ☐ Stormwater Master Plan
- ☐ Basin Studies or Engineering Reports
- ☐ Adopted BMAP
- ☐ Adopted Total Maximum Daily Load
- ☐ Regional or Basin-specific Water Quality Improvement Plan or Restoration Plan
  - Specify:
- ☐ Other(s):

**Part 5.4 Stormwater projects that are part of resiliency initiatives related to climate change**

Please list any stormwater infrastructure relocation or modification projects and new capital investments specifically needed due to sea level rise, increased flood events, or other adverse effects of climate change. When aggregating, include O&M costs for these future resiliency projects and investments in this table (not in part 5.1). If your jurisdiction participates in a Local Mitigation Strategy (LMS), also include the expenditures associated with your stormwater management system in this category (for example, costs identified on an LMS project list).

**Resiliency Projects with a Committed Funding Source** Expenditures (in $thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Resiliency Projects with No Identified Funding Source** Expenditures (in $thousands)

| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|---|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- Has a vulnerability assessment been completed for your jurisdiction's storm water system?
  - If no, how many facilities have been assessed?
- Does your jurisdiction have a long-range resiliency plan of 20 years or more?
  - If yes, please provide a link if available:
  - If no, is a planning effort currently underway?

**Part 6.0 The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.)**

Rather than reporting the exact number of useful years remaining for individual components, this section is constructed to focus on infrastructure components that are targeted for replacement and will be major expenses within the 20-year time horizon. Major replacements include culverts and pipe networks, control structures, pump stations, physical/biological filter media, *etc* . Further, the costs of retrofitting when used in lieu of replacement (such as slip lining) should be included in this part. Finally, for the purposes of this document, it is assumed that open storage and conveyance systems are maintained (as opposed to replaced) and have an unlimited service life.

In order to distinguish between routine maintenance projects and the replacement projects to be included in this part, only major expenses are included here. A major expense is defined as any single replacement project greater than 5% of the jurisdiction's total O&M expenditures over the most recent five-year period (such as a project in late 2021 costing more than 5% of the O&M expenditures for fiscal years 2016-2017 to 2020-2021).

**If you have more than 5 projects in a particular category, please use the "Additional Projects" tab. There, you can use dropdown lists to choose the project category and whether there is a committed funding source, then enter the project name and expenditure amounts.**

**End of Useful Life Replacement Projects with a Committed Funding Source**

| | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|
| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**End of Useful Life Replacement Projects with No Identified Funding Source**

| | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|
| Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

**Part 7.0 The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.)**

This part of the template also addresses a portion of s. 403.9302(3)(g), F.S., by including historical expenditures. Many local governments refer to these as “actual” expenditures.

Consistent with expenditure projections, the jurisdiction’s actual expenditures are categorized into routine O&M, expansion, resiliency projects, and replacement of aging infrastructure. Additionally, the table includes space for reserve accounts. EDR’s interpretation of subparagraph 403.9302(3)(f), F.S., is that “capital account” refers to any reserve account developed specifically to cover future expenditures.

Note that for this table:

- Expenditures for local fiscal year 2020-21 can be estimated based on the most current information if final data is not yet available.
- Current Year Revenues include tax and fee collections budgeted for that fiscal year as well as unexpended balances from the prior year (balance forward or carry-over) unless they are earmarked for the rainy day or a dedicated reserve as explained in the following bullets.
- Bond proceeds should reflect only the amount expended in the given year.
- A reserve is a dedicated account to accumulate funds for a specific future expenditure.
- An all-purpose rainy day fund is a type of working capital fund typically used to address costs associated with emergencies or unplanned events.

The sum of the values reported in the "Funding Sources for Actual Expenditures" columns should equal the total "Actual Expenditures" amount. The cells in the "Funding Sources for Actual Expenditures" section will be highlighted red if their sum does not equal the "Actual Expenditures" total.

If you do not have a formal reserve dedicated to your stormwater system, please enter zero for the final two reserve columns.

**Routine O&M**

| | Total | Funding Sources for Actual Expenditures | | | | | |
|---|---|---|---|---|---|---|---|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

**Expansion**

| | Total | Funding Sources for Actual Expenditures | | | | | |
|---|---|---|---|---|---|---|---|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

**Resiliency**

| | Total | Funding Sources for Actual Expenditures | | | | | |
|---|---|---|---|---|---|---|---|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

**Replacement of Aging Infrastructure**

| | Total | Funding Sources for Actual Expenditures | | | | | |
|---|---|---|---|---|---|---|---|
| | Actual Expenditures | Amount Drawn from Current Year Revenues | Amount Drawn from Bond Proceeds | Amount Drawn from Dedicated Reserve | Amount Drawn from All-Purpose Rainy Day Fund | Contributions to Reserve Account | Balance of Reserve Account |
| 2016-17 | | | | | | | |
| 2017-18 | | | | | | | |
| 2018-19 | | | | | | | |
| 2019-20 | | | | | | | |
| 2020-21 | | | | | | | |

**Part 8.0 The local government's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.)**

In this template, the historical data deemed necessary to comply with s. 403.9302(3)(g), F.S., was included in part 7.0. This part is forward looking and includes a funding gap calculation. The first two tables will be auto-filled from the data you reported in prior tables. To do this, EDR will rely on this template's working definition of projects with committed funding sources, *i.e.,* EDR assumes that all committed projects have committed revenues. Those projects with no identified funding source are considered to be unfunded. EDR has automated the calculation of projected funding gaps based on these assumptions.

| **Committed Funding Source** | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|
| Maintenance | 0 | 0 | 0 | 0 |
| Expansion | 0 | 0 | 0 | 0 |
| Resiliency | 0 | 0 | 0 | 0 |
| Replacement/Aging Infrastructure | 0 | 0 | 0 | 0 |
| Total Committed Revenues (=Total Committed Projects) | 0 | 0 | 0 | 0 |

| **No Identified Funding Source** | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|
| Maintenance | 0 | 0 | 0 | 0 |
| Expansion | 0 | 0 | 0 | 0 |
| Resiliency | 0 | 0 | 0 | 0 |
| Replacement/Aging Infrastructure | 0 | 0 | 0 | 0 |
| Projected Funding Gap (=Total Non-Committed Needs) | 0 | 0 | 0 | 0 |

For any specific strategies that will close or lessen a projected funding gap, please list them in the table below. For each strategy, also include the expected new revenue within the five-year increments.

| **Strategies for New Funding Sources** | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **Total** | 0 | 0 | 0 | 0 |

| | | | | |
|---|---|---|---|---|
| **Remaining Unfunded Needs** | 0 | 0 | 0 | 0 |

## Additional Table Rows

Choose from the drop-down lists for Project Type and Funding Source Type, then fill in the project name and expenditure estimates.
Rows that are highlighted RED are either missing information in a "Project & Type Information" column or have zero expenditures.
Link to aggregated table to crosscheck category totals and uncategorized projects.

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | |

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | |

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | |

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | |

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | |

| Project & Type Information | | | Expenditures (in $thousands) | | | | |
|---|---|---|---|---|---|---|---|
| Project Type (Choose from dropdown list) | Funding Source Type (Choose from dropdown list) | Project Name | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| Project & Type Information | | | Expenditures | | | | |
|---|---|---|---|---|---|---|---|
| Project Type | Funding Source Type | | LFY 2021-2022 | 2022-23 to 2026-27 | 2027-28 to 2031-32 | 2032-33 to 2036-37 | 2037-38 to 2041-42 |
| Expansion Projects, Flood Protection | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Water Quality | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Resiliency Projects | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| End of Useful Life Replacement Projects | Committed Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Flood Protection | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Expansion Projects, Water Quality | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| Resiliency Projects | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |
| End of Useful Life Replacement Projects | No Identified Funding Source | Aggregated Total | 0 | 0 | 0 | 0 | 0 |

| **Total of Projects without Project Type and/or Funding Source Type** | **0** | **0** | **0** | **0** | **0** |
|---|---|---|---|---|---|

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 7A

**RESOLUTION 2023-16**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

**WHEREAS**, the Board desires to designate a public depository for the District funds.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT THAT:**

**1. DESIGNATION OF PUBLIC DEPOSITORY.** _____ is hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District's Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District's official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District's Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

**2. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 591846933 | AMERANT BANK, N.A. | CORAL GABLES, FL |
| 161764661 | AMERICAN MOMENTUM BANK | COLLEGE STATION, TX |
| 592430369 | AMERICAN NATIONAL BANK | OAKLAND PARK, FL |
| 581111076 | AMERIS BANK | MOULTRIE, GA |
| 202502516 | ANCHOR BANK | JUNO BEACH, FL |
| 720218544 | ANTHEM BANK & TRUST | PLAQUEMINE, LA |
| 651066544 | APOLLO BANK | MIAMI, FL |
| 591008568 | AXIOM BANK, N.A. | MAITLAND, FL |
| 591485307 | BAC FLORIDA BANK | CORAL GABLES, FL |
| 640117230 | BANCORPSOUTH BANK | TUPELO, MS |
| 202768792 | BANESCO USA | CORAL GABLES, FL |
| 132614394 | BANK LEUMI USA | NEW YORK, NY |
| 941687665 | BANK OF AMERICA, N.A. | CHARLOTTE, NC |
| 591024375 | BANK OF BELLE GLADE | BELLE GLADE, FL |
| 208376899 | BANK OF CENTRAL FLORIDA | LAKELAND, FL |
| 591447189 | BANK OF TAMPA, THE | TAMPA, FL |
| 591050700 | BANK OF THE SOUTH | PENSACOLA, FL |
| 270217289 | BANKUNITED, N.A. | MIAMI LAKES, FL |
| 630476286 | BBVA USA | BIRMINGHAM, AL |
| 593672784 | BEACH COMMUNITY BANK | FORT WALTON BEACH, FL |
| 362085229 | BMO HARRIS BANK, N.A. | CHICAGO, IL |
| 590153930 | BRANNEN BANK | INVERNESS, FL |
| 370613731 | BUSEY BANK | CHAMPAIGN, IL |
| 640156695 | CADENCE BANK, N.A. | ATLANTA, GA |
| 593277398 | CAPITAL CITY BANK | TALLAHASSEE, FL |
| 630258819 | CCB COMMUNITY BANK | ANDALUSIA, AL |
| 710009885 | CENTENNIAL BANK | CONWAY, AR |
| 592979916 | CENTERSTATE BANK, N.A. | WINTER HAVEN, FL |
| 205909064 | CENTRAL BANK | TAMPA, FL |
| 592664950 | CHARLOTTE STATE BANK & TRUST | PORT CHARLOTTE, FL |
| 135266470 | CITIBANK, N.A. | SIOUX FALLS, SD |
| 590193780 | CITIZENS BANK AND TRUST | FROSTPROOF, FL |
| 590557762 | CITIZENS BANK OF FLORIDA | OVIEDO, FL |
| 593018034 | CITIZENS FIRST BANK | THE VILLAGES, FL |
| 591297458 | CITY NATIONAL BANK OF FLORIDA | MIAMI, FL |
| 590201970 | COLUMBIA BANK | LAKE CITY, FL |
| 640154830 | COMMUNITY BANK OF MISSISSIPPI | FOREST, MS |
| 593611444 | COMMUNITY BANK OF THE SOUTH | MERRITT ISLAND, FL |
| 590795359 | COMMUNITY STATE BANK | STARKE, FL |
| 591451065 | CREWS BANK & TRUST | ARCADIA, FL |
| 592976493 | DRUMMOND COMMUNITY BANK | CHIEFLAND, FL |
| 591259357 | EASTERN NATIONAL BANK | MIAMI, FL |
| 650765849 | EDISON NATIONAL BANK | FORT MYERS, FL |

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 611433431 | ENGLEWOOD BANK & TRUST | ENGLEWOOD, FL |
| 591387466 | EXECUTIVE NATIONAL BANK | MIAMI, FL |
| 310676865 | FIFTH THIRD BANK | CINCINNATI, OH |
| 208075599 | FINEMARK NATIONAL BANK & TRUST | FORT MYERS, FL |
| 590242465 | FIRST BANK | CLEWISTON, FL |
| 202945754 | FIRST BANK OF THE PALM BEACHES | WEST PALM BEACH, FL |
| 593528089 | FIRST CITRUS BANK | TAMPA, FL |
| 590612190 | FIRST CITY BANK OF FLORIDA * | FORT WALTON BEACH, FL |
| 261462549 | FIRST COLONY BANK OF FLORIDA | MAITLAND, FL |
| 590969721 | FIRST FEDERAL BANK | LAKE CITY, FL |
| 208397856 | FIRST FLORIDA INTEGRITY BANK | NAPLES, FL |
| 593526917 | FIRST HOME BANK | ST. PETERSBURG, FL |
| 620201385 | FIRST HORIZON BANK | MEMPHIS, TN |
| 592312147 | FIRST NATIONAL BANK NORTHWEST FLORIDA | PANAMA CITY, FL |
| 590242830 | FIRST NATIONAL BANK OF MOUNT DORA, THE | MOUNT DORA, FL |
| 592648115 | FIRST NATIONAL BANK OF PASCO | DADE CITY, FL |
| 590675658 | FIRST NATIONAL BANK OF SOUTH MIAMI | SOUTH MIAMI, FL |
| 590877517 | FIRST NATIONAL BANK OF WAUCHULA | WAUCHULA, FL |
| 580379465 | FIRST SOUTHERN BANK | WAYCROSS, GA |
| 650790413 | FIRST STATE BANK OF THE FLORIDA KEYS | KEY WEST, FL |
| 660183103 | FIRSTBANK PUERTO RICO | SAN JUAN, PR |
| 650980079 | FLAGLER BANK | WEST PALM BEACH, FL |
| 202472079 | FLAGSHIP BANK | CLEARWATER, FL |
| 592475686 | FLORIDA CAPITAL BANK, N.A. | JACKSONVILLE, FL |
| 590788761 | FNBT BANK | FORT WALTON BEACH, FL |
| 590199400 | GROVE BANK & TRUST | MIAMI, FL |
| 640169065 | HANCOCK WHITNEY BANK | GULFPORT, MS |
| 593584666 | HEARTLAND NATIONAL BANK | SEBRING, FL |
| 580659995 | HERITAGE SOUTHEAST BANK | JONESBORO, GA |
| 720218470 | IBERIABANK | LAFAYETTE, LA |
| 592327185 | INTERNATIONAL FINANCE BANK | MIAMI, FL |
| 261783674 | INTRACOASTAL BANK | PALM COAST, FL |
| 134994650 | JPMORGAN CHASE BANK, N.A. | COLUMBUS, OH |
| 590549169 | LAFAYETTE STATE BANK | MAYO, FL |
| 204694103 | LEGACY BANK OF FLORIDA | BOCA RATON, FL |
| 593559141 | MADISON COUNTY COMMUNITY BANK | MADISON, FL |
| 200235207 | MAINSTREET COMMUNITY BANK OF FLORIDA | DELAND, FL |
| 650644585 | MARINE BANK & TRUST COMPANY | VERO BEACH, FL |
| 420335350 | MIDWESTONE BANK | IOWA CITY, IA |
| 361561860 | NORTHERN TRUST COMPANY, THE | CHICAGO, IL |
| 592237280 | OCEAN BANK | MIAMI, FL |
| 010914314 | ONE FLORIDA BANK | ORLANDO, FL |
| 042764211 | ONEUNITED BANK | BOSTON, MA |

## ACTIVE QUALIFIED PUBLIC DEPOSITORY LIST

The following Qualified Public Depositories (QPDs) are authorized to hold public deposits. The cities and states listed are the home office locations. QPDs marked with an asterisk have limited the amount of public deposits they will administer. QPDs having a date beside their name are in the process of withdrawing from the program and shall not receive or retain public deposits after the date shown. They may, however, have certain obligations to the program after that date with which they must comply before concluding the withdrawal process.

| FEIN | INSTITUTION | HOME OFFICE LOCATION |
|---|---|---|
| 592437764 | PACIFIC NATIONAL BANK | MIAMI, FL |
| 203037095 | PARADISE BANK | BOCA RATON, FL |
| 591510993 | PEOPLES BANK OF GRACEVILLE | GRACEVILLE, FL |
| 581171935 | PEOPLESSOUTH BANK | COLQUITT, GA |
| 592689717 | PILOT BANK | TAMPA, FL |
| 580137310 | PINELAND BANK | ALMA, GA |
| 592648364 | PNB COMMUNITY BANK | NICEVILLE, FL |
| 221146430 | PNC BANK, N.A. | WILMINGTON, DE |
| 522126008 | POPULAR BANK | NEW YORK, NY |
| 260474086 | PRIME MERIDIAN BANK | TALLAHASSEE, FL |
| 580163257 | PRIMESOUTH BANK | BLACKSHEAR, GA |
| 262155465 | PROFESSIONAL BANK | CORAL GABLES, FL |
| 261740755 | PROGRESS BANK AND TRUST | HUNTSVILLE, AL |
| 593244348 | RAYMOND JAMES BANK, N.A. | ST. PETERSBURG, FL |
| 630371391 | REGIONS BANK | BIRMINGHAM, AL |
| 640220550 | RENASANT BANK | TUPELO, MS |
| 610197400 | REPUBLIC BANK & TRUST COMPANY | LOUISVILLE, KY |
| 590193820 | SEACOAST NATIONAL BANK | STUART, FL |
| 203341252 | SEASIDE NATIONAL BANK & TRUST | ORLANDO, FL |
| 202451671 | SERVISFIRST BANK | HOMEWOOD, AL |
| 204091629 | SMARTBANK | PIGEON FORGE, TN |
| 580214350 | SOUTHEASTERN BANK | DARIEN, GA |
| 650878433 | SUNSTATE BANK | MIAMI, FL |
| 590580845 | SURETY BANK | DELAND, FL |
| 580201800 | SYNOVUS BANK | COLUMBUS, GA |
| 010137770 | TD BANK, N.A. | WILMINGTON, DE |
| 592532510 | TERRABANK | MIAMI, FL |
| 640878155 | THE FIRST, A NATIONAL BANKING ASSOCIATION | HATTIESBURG, MS |
| 593531592 | TIAA, FSB DBA EVERBANK | JACKSONVILLE, FL |
| 561074313 | TRUIST BANK | CHARLOTTE, NC |
| 140578631 | TRUSTCO BANK | GLENVILLE, NY |
| 640180810 | TRUSTMARK NATIONAL BANK | JACKSON, MS |
| 310841368 | U.S. BANK N.A. | CINCINNATI, OH |
| 522371258 | U.S. CENTURY BANK | DORAL, FL |
| 630838750 | UNITED BANK | ATMORE, AL |
| 590489540 | UNITED SOUTHERN BANK | UMATILLA, FL |
| 221186387 | VALLEY NATIONAL BANK | PASSAIC, NJ |
| 590500870 | WAUCHULA STATE BANK | WAUCHULA, FL |
| 941347393 | WELLS FARGO BANK, N.A. | SIOUX FALLS, SD |
| 821914784 | WINTER PARK NATIONAL BANK | WINTER PARK, FL |

Updated February 3, 2020

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 7B

**RESOLUTION 2023-17**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE DISTRICT MANAGER TO APPOINT SIGNORS ON THE LOCAL BANK ACCOUNT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

**WHEREAS**, the District's Board of Supervisors desires to appoint District Chair, Treasurer and Assistant Treasurer as signors on the account.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT THAT:**

1. **DESIGNATING AUTHORIZED SIGNATORIES.** The District Chair, Treasurer and Assistant Treasurer shall be appointed as signors on the local bank account.

2. **EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8A

**RESOLUTION 2023-18**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") was recently established by the Board of County Commissioners of Lake County, Florida, effective December 12, 2022; and

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors of the Sorrento Pines Community Development District ("**Board**") a proposed operating budget for Fiscal Year 2022/2023; and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

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

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2022/2023, attached hereto as **Exhibit A,** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____, 2023

HOUR: _____ a.m./p.m.

LOCATION: _____
_____
_____

**3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGETS.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

**6. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A**

Fiscal Year 2022/2023 Budget

# SORRENTO PINES
# COMMUNITY DEVELOPMENT DISTRICT
# PROPOSED BUDGET
# FISCAL YEAR 2023

**SORRENTO PINES**
**COMMUNITY DEVELOPMENT DISTRICT**
**TABLE OF CONTENTS**


| Description | Page Number(s) |
|---|---|
| General Fund Budget | 1 |
| Definitions of General Fund Expenditures | 2 |

**SORRENTO PINES**
**COMMUNITY DEVELOPMENT DISTRICT**
**GENERAL FUND BUDGET**
**FISCAL YEAR 2023**

| | Proposed Budget FY 2023 |
|---|---|
| **REVENUES** | |
| Landowner contribution | $ 75,515 |
| Total revenues | 75,515 |
| | |
| **EXPENDITURES** | |
| **Professional & administrative** | |
| Management/accounting/recording** | 32,000 |
| Legal | 25,000 |
| Engineering | 2,000 |
| Audit | - |
| Arbitrage rebate calculation* | - |
| Dissemination agent* | 500 |
| Trustee* | - |
| Telephone | 200 |
| Postage | 500 |
| Printing & binding | 500 |
| Legal advertising | 6,500 |
| Annual special district fee | 175 |
| Insurance | 5,500 |
| Contingencies/bank charges | 750 |
| Website hosting & maintenance | 1,680 |
| Website ADA compliance | 210 |
| Total expenditures | 75,515 |
| | |
| Excess/(deficiency) of revenues over/(under) expenditures | - |
| | |
| Fund balance - beginning (unaudited) | - |
| Fund balance - ending | $ - |

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of $2,000 per month until bonds are issued.

**SORRENTO PINES**
**COMMUNITY DEVELOPMENT DISTRICT**
**DEFINITIONS OF GENERAL FUND EXPENDITURES**

| | |
|---|---|
| **EXPENDITURES** | |
| **Professional & administrative** | |
| Management/accounting/recording** | $ 32,000 |
| **Wrathell, Hunt and Associates, LLC** (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community. | |
| Legal | 25,000 |
| General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. | |
| Engineering | 2,000 |
| The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities. | |
| Audit | - |
| Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures. | |
| Arbitrage rebate calculation* | - |
| To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability. | |
| Dissemination agent* | 500 |
| The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent. | |
| Telephone | 200 |
| Telephone and fax machine. | |
| Postage | 500 |
| Mailing of agenda packages, overnight deliveries, correspondence, etc. | |
| Printing & binding | 500 |
| Letterhead, envelopes, copies, agenda packages | |
| Legal advertising | 6,500 |
| The District advertises for monthly meetings, special meetings, public hearings, public bids, etc. | |
| Annual special district fee | 175 |
| Annual fee paid to the Florida Department of Economic Opportunity. | |
| Insurance | 5,500 |
| The District will obtain public officials and general liability insurance. | |
| Contingencies/bank charges | 750 |
| Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc. | |
| Website hosting & maintenance | 1,680 |
| Website ADA compliance | 210 |
| Total expenditures | $ 75,515 |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8B

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**FISCAL YEAR 2022/2023 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2022, by and between:

> **Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and
>
> **Galvin Land Services, LLC,** a Florida limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 121 Snell Isle Blvd, St. Petersburg, Florida 33704.

**RECITALS**

**WHEREAS**, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for Fiscal Year 2022/2022, which year concludes on September 30, 2023; and

**WHEREAS**, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2022/2023 budget, or utilizing such other revenue sources as may be available to it; and

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

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

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

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

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

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

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

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

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

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

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Chairperson, Board of Supervisors

**GALVIN LAND SERVICES LLC**

_____
By: _____
Its: _____

**Exhibit A:** Fiscal Year 2022/2023 General Fund Budget

**Exhibit A**

Fiscal Year 2022/2023 General Fund Budget

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8C

**RESOLUTION 2023-19**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ALTERNATIVE INVESTMENT GUIDELINES FOR INVESTING PUBLIC FUNDS IN EXCESS OF AMOUNTS NEEDED TO MEET CURRENT OPERATING EXPENSES, IN ACCORDANCE WITH SECTION 218.415(17), FLORIDA STATUTES**

**WHEREAS**, the Board of Supervisors ("Board") of the Sorrento Pines Community Development District ("**District**"), is required to adopt an investment policy in accordance with Section 218.415, Florida Statutes; and

**WHEREAS**, the Board desires to adopt the alternative investment guidelines for the investment of public funds in excess of amounts needed to meet current operating expenses, in accordance with Section 218.415, Florida Statutes.

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

1. **ADOPTION OF ALTERNATIVE INVESTMENT GUIDELINES.** The District hereby adopts the alternative investment guidelines for the investment of public funds in excess of the amounts needed to meet current operating expenses, in accordance with Section 218.415(17), Florida Statutes. The District may invest in the following instruments and may divest itself of investments, at prevailing prices or rates:

   a. The Local Government Surplus Trust Fund, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act, as provided in Section 163.01, Florida Statutes.

   b. Securities and Exchange Commission registered money market funds with the highest quality rating from nationally recognized rating agency.

   c. Interest-bearing time deposits or savings accounts in qualified public depositories, as defined in Section 280.02, Florida Statutes.

   d. Direct obligations of the U.S. Treasury.

2. **LIQUIDITY.** Securities listed in paragraphs c. and d. shall be invested to provide sufficient liquidity to pay obligations as they come due.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8D

**RESOLUTION 2023-20**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, section 190.011(5), Florida Statutes, authorizes the District to adopt resolutions that may be necessary for the conduct of District business; and

**WHEREAS**, the District's Board of Supervisors ("**Board**") meets as necessary to conduct the business of the District, including authorizing the payment of District operating and maintenance expenses; and

**WHEREAS**, the Board may establish monthly, quarterly or other meeting dates not on a monthly basis, or may cancel scheduled meetings from time to time; and

**WHEREAS**, to conduct the business of the District in an efficient manner, recurring, non-recurring and other disbursements for goods and services must be processed and paid in a timely manner; and

**WHEREAS**, the Board determines this Resolution is in the best interest of the District and is necessary for the efficient conduct of District business; the health, safety, and welfare of the residents within the District; and the preservation of District assets or facilities.

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

**1. CONTINUING EXPENSES.** The Board hereby authorizes the payment of invoices of continuing expenses, which meet the following requirements:

a) The invoices must be due on or before the next scheduled meeting of the Board.
b) The invoice must be pursuant to a contract or agreement authorized by the Board.
c) The total amount paid under such contract or agreement, including the current invoice, must be equal to or less than the amount specified in the contract or agreement.

d) The invoice amount will not cause payments to exceed the adopted budget of the District.

**2. NON-CONTINUING EXPENSES.** The Board hereby authorizes the disbursement of funds for payment of invoices of non-continuing expenses which are (i) required to provide for the health, safety, and welfare of the residents within the District; or (ii) required to repair, control, or maintain a District facility or asset beyond the normal, usual, or customary maintenance required for such facility or assets, or (iii) are necessary to avoid an unnecessary expense that may be imposed on the District in connection with a District project; or (iv) are for routine services performed on an annual basis and the amount of such services is reflected in the District's annual budget, or (v) are otherwise for an emergency circumstance, pursuant to the following schedule:

a) Non-Continuing Expenses Not Exceeding $5,000 - with approval of the District Manager; and
b) Non-Continuing Expenses Exceeding $5,000 - with approval of the District Manager and Chairperson of the Board (or Vice Chairperson in the Chairperson's absence).

**3. BOARD RATIFICATION.** Any payment made pursuant to the Resolution shall be submitted to the Board at the next scheduled meeting for approval and ratification.

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8E

**RESOLUTION 2023-21**

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

**WHEREAS,** the Sorrento Pines Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

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

**WHEREAS,** Section 112.061, *Florida Statutes*, establishes standard travel reimbursement rates, procedures and limitations applicable to all public officers, employees and authorized persons whose travel is authorized and paid for by a public agency; and

**WHEREAS,** the District desires to adopt a Policy for Reimbursement of District Travel Expenses ("**Travel Reimbursement Policy**") pursuant to the provisions of Section 112.061, *Florida Statutes*; and

**WHEREAS,** the Board finds that it is in the best interests of the District to adopt by resolution the Travel Reimbursement Policy for immediate use and application.

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

**1. POLICY.** The District hereby adopts the Travel Reimbursement Policy, attached hereto as **Exhibit A.**

**2. SEVERABILITY.** If any provision of this Resolution or the Travel Reimbursement Policy is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**3. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**EXHIBIT A**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**POLICY FOR REIMBURSEMENT OF DISTRICT TRAVEL EXPENSES**

## 1.0 GENERAL PROVISIONS.

**1.1** The usual, ordinary, and incidental travel expenditures necessarily incurred by District board members, employees, consultants, or advisors in the performance of their official duties shall be reimbursed by the Sorrento Pines Community Development District ("**District**").

**1.2** Except as otherwise provided, prior authorization for travel is not required, but reimbursable expenses will be limited to those expenses incurred in the performance of official duties undertaken in connection with such public purposes as the District has been authorized by law to perform.

**1.3** All claims submitted for reimbursement must be accompanied by a written statement that they are true and correct as to every material matter.

## 2.0 TRANSPORTATION.

**2.1** All travel must be by a reasonably direct or usually traveled route. In the event a person travels by an indirect route for his/her own convenience, any additional cost shall be borne by the traveler and reimbursement for expenses shall be based on the usually traveled route.

**2.2** Commercial travel shall be by the most economical method, tourist or coach class. First class rates will be paid only in the event that a statement is attached to the claim certifying that tourist or coach seating was unavailable.

**2.3** When available without penalty for cancellation, travelers should take advantage of discount fares.

**2.4** Transportation by common carrier when traveling on official business and paid for by the traveler shall be substantiated by a receipt.

**2.5** Rental car expenses shall be substantiated by a copy of the rental agreement.

**2.6** Whenever travel is by a privately-owned vehicle, the traveler shall be entitled to a mileage allowance at the fixed rate per mile as established by the Legislature in Section 112.061, *Florida Statutes*. Should the State of Florida increase the mileage allowance specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers at the increased rate. As of July 2020, the mileage rate is 44.5 cents per mile.

**2.7** All mileage shall be from point of origin to point of destination. When travel commences from a location other than the traveler's official headquarters, mileage shall be calculated on the basis of the distance from the headquarters city to the point of destination, unless the actual distance is shorter. Vicinity mileage necessary for conduct of official business is allowable, but must be identified as a separate item on the claim for reimbursement of expenses.

**2.8** No traveler shall be allowed either mileage or transportation expense when he/she is gratuitously transported by another person, or when he/she is transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for his/her fare for such transportation up to the cost of a commercial airline ticket for the same flight if one is available, even though the owner or pilot of the aircraft is also entitled to transportation expense for the same flight.

## 3.0 INCIDENTAL EXPENSES.

**3.1** Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, parking fees, and business-related telephone, telegraph, and facsimile charges shall also be reimbursed if substantiated by receipts.

**3.2** Reimbursement for meals shall not exceed $6 for breakfast, $11 for lunch, and $19 for dinner. Should the State of Florida increase the meal allowances specified in Section 112.061, *Florida Statutes*, the District shall, without further action, be permitted to reimburse travelers based on the increased limits.

**3.3** Registration fees and other actual and necessary expenses for conventions, conferences and seminars which will serve a direct public purpose related to District activities will be considered reimbursable if persons attending such meetings receive prior approval. In the event room or meal expenses are included in the registration fee, reimbursement for these expenses will be reduced accordingly.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8F

**RESOLUTION 2023-22**

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

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

**WHEREAS,** Chapter 218, *Florida Statutes*, requires timely payment to vendors and contractors providing certain goods and/or services to the District; and

**WHEREAS,** the Board of Supervisors of the District ("**Board**") accordingly finds that it is in the best interests of the District to establish by resolution the *Prompt Payment Policies and Procedures* attached hereto as **Exhibit A,** ("Policies"), as may be amended or updated from time to time for immediate use and application.

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

**SECTION 1.** The Policies, attached hereto as **Exhibit A,** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Policies shall remain in full force and effect until such time as the Board may amend or replace them; provided, however, that as the provisions of Chapter 218, *Florida Statutes*, are amended from time to time, the attached Policies shall automatically be amended to incorporate the new requirements of law without any further action by the Board.

**SECTION 2.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____

Secretary/Assistant Secretary

_____

Chair/Vice Chair, Board of Supervisors

# EXHIBIT A

# SORRENTO PINES
# COMMUNITY DEVELOPMENT DISTRICT

## Prompt Payment Policies and Procedures

**In Accordance with the Local Government Prompt Payment Act**
**Chapter 218, Part VII, *Florida Statutes***

**December 14, 2022**

# Sorrento Pines Community Development District
# Prompt Payment Policies and Procedures

## Table of Contents


I. Purpose ..... 1

II. Scope ..... 1

III. Definitions ..... 1
- A. Agent ..... 1
- B. Construction Services ..... 1
- C. Contractor or Provider of Construction Services ..... 1
- D. Date Stamped ..... 1
- E. Improper Invoice ..... 2
- F. Improper Payment Request ..... 2
- G. Non-Construction Goods and Services ..... 2
- H. Proper Invoice ..... 2
- I. Proper Payment Request ..... 2
- J. Provider ..... 2
- K. Purchase ..... 2
- L. Vendor ..... 2

IV. Proper Invoice/Payment Request Requirements ..... 3
- A. General ..... 3
- B. Sales Tax ..... 3
- C. Federal Identification and Social Security Numbers ..... 3
- D. Proper Invoice for Non-Construction Goods and Services ..... 3
- E. Proper Payment Request Requirements for Construction Services ..... 4

V. Submission of Invoices and Payment Requests ..... 4

VI. Calculation of Payment Due Date ..... 5
- A. Non-Construction Goods and Services Invoices ..... 5
- B. Payment Requests for Construction Services ..... 6

VII. Resolution of Disputes ..... 7
- A. Dispute Between the District and a Provider ..... 7
- B. Dispute Resolution Procedures ..... 7

VIII. Purchases Involving Federal Funds or Bond Funds ..... 9

IX. Requirements for Construction Services Contracts – Project Completion; Retainage ..... 9

X. Late Payment Interest Charges ..... 9
- A. Related to Non-Construction Goods and Services ..... 9
- B. Related to Construction Services ..... 10
- C. Report of Interest ..... 10

## I. Purpose

In accordance with the Local Government Prompt Payment Act (Chapter 218, Part VII, *Florida Statutes*) ("PPA"), the purpose of the Sorrento Pines Community Development District ("District") Prompt Payment Policies and Procedures ("Policies & Procedures") is to provide a specific policy to ensure timely payment to Vendors and Contractors (both hereinafter defined) providing goods and/or services to the District and ensure the timely receipt by the District of goods and/or services contemplated at the time of contracting. Please note that the PPA, like any statute or law, may be amended from time to time by legislative action. These Policies & Procedures are based on the statutory requirements as of the date identified on the cover page of this document. By this reference, as applicable statutory provisions subsequently change, these Policies & Procedures shall automatically be amended to incorporate the new requirements of law. These Policies & Procedures are adopted by the District to provide guidance in contracting matters. Failure by the District to comply with these Policies & Procedures shall not expand the rights or remedies of any Provider (hereinafter defined) against the District under the PPA. Nothing contained herein shall be interpreted as more restrictive on the District than what is provided for in the PPA.

## II. Scope

These Policies & Procedures apply to all operations of the District, including Construction Services and Non-Construction Goods and Services, as applicable.

## III. Definitions

### A. Agent

The District-contracted architect, District-contracted engineer, District Manager, or other person, acting on behalf of the District, which is required by law or contract to review invoices or payment requests from Providers (hereinafter defined). Such individuals/entities must be identified in accordance with §218.735 (1), Fla. Stat., and further identified in the relevant agreement between the District and the Provider.

### B. Construction Services

All labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or other improvement to real property that require a license under parts I and II of Chapter 489, Fla. Stat.

### C. Contractor or Provider of Construction Services

The entity or individual that provides Construction Services through direct contract with the District.

### D. Date Stamped

Each original and revised invoice or payment request received by the District shall be marked electronically or manually, by use of a date stamp or other method,

which date marking clearly indicates the date such invoice or payment request is first delivered to the District through its Agent. In the event that the Agent receives an invoice or payment request, but fails to timely or physically mark on the document the date received, "Date Stamped" shall mean the date of actual receipt by the Agent.

**E. Improper Invoice**
An invoice that does not conform to the requirements of a Proper Invoice.

**F. Improper Payment Request**
A request for payment for Construction Services that does not conform to the requirements of a Proper Payment Request.

**G. Non-Construction Goods and Services**
All labor, services, goods and materials provided in connection with anything other than construction, alteration, repair, demolition, reconstruction, or other improvements to real property.

**H. Proper Invoice**
An invoice that conforms to all statutory requirements, all requirements of these Policies and Procedures not expressly waived by the District and any additional requirements included in the agreement for goods and/or services for which the invoice is submitted not expressly waived by the District.

**I. Proper Payment Request**
A request for payment for Construction Services which conforms to all statutory requirements, all requirements of these Policies & Procedures not expressly waived by the District and any additional requirements included in the Construction Services agreement for which the Payment Request is submitted not expressly waived by the District.

**J. Provider**
Includes any Vendor, Contractor or Provider of Construction Services, as defined herein.

**K. Purchase**
The purchase of goods, materials, services, or Construction Services; the purchase or lease of personal property; or the lease of real property by the District.

**L. Vendor**
Any person or entity that sells goods or services, sells or leases personal property, or leases real property directly to the District, not including Construction Services.

## IV. Proper Invoice/Payment Request Requirements

### A. General

Prior to Provider receiving payment from the District, Non-Construction Goods and Services and Construction Services, as applicable, shall be received and performed in accordance with contractual or other specifications or requirements to the satisfaction of the District. Provision or delivery of Non-Construction Goods and Services to the District does not constitute acceptance for the purpose of payment. Final acceptance and authorization of payment shall be made only after delivery and inspection by the Agent and the Agent's confirmation that the Non-Construction Goods and Services or Construction Services meet contract specifications and conditions. Should the Non-Construction Goods and Services or Construction Services differ in any respect from the specifications, payment may be withheld until such time as the Provider takes necessary corrective action. Certain limited exceptions which require payment in advance are permitted when authorized by the District Board of Supervisors ("Board") or when provided for in the applicable agreement.

### B. Sales Tax

Providers should not include sales tax on any invoice or payment request. The District's current tax-exempt number is _____. A copy of the tax-exempt form will be supplied to Providers upon request.

### C. Federal Identification and Social Security Numbers

Providers are paid using either a Federal Identification Number or Social Security Number. To receive payment, Providers should supply the District with the correct number as well as a proper Internal Revenue Service W-9 Form. The District Manager shall treat information provided in accordance with Florida law.

Providers should notify the District Manager when changes in data occur (telephone 561-571-0010), email: wrathellc@whhassociates.com

### D. Proper Invoice for Non-Construction Goods and Services

All Non-Construction Goods and Services invoiced must be supplied or performed in accordance with the applicable purchase order (including any bid/proposal provided, if applicable) or agreement and such Non-Construction Goods and Services quantity and quality must be equal to or better than what is required by such terms. Unless otherwise specified in the applicable agreement, invoices should contain all of the following minimum information in order to be considered a Proper Invoice:

1. Name of Vendor
2. Remittance address
3. Invoice Date

4. Invoice number
5. The "Bill To" party must be the District or the Board, or other entity approved in writing by the Board of the District Manager
6. Project name (if applicable)
7. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of goods* should also contain:
    a. A complete item description
    b. Quantity purchased
    c. Unit price(s)
    d. Total price (for each item)
    e. Total amount of invoice (all items)
    f. The location and date(s) of delivery of the goods to the District
8. In addition to the information required in Section IV.D.1-6 above, invoices involving the *purchase of services* should also contain:
    a. Itemized description of services performed
    b. The location and date of delivery of the services to the District
    c. Billing method for services performed (i.e., approved hourly rates, percentage of completion, cost plus fixed fee, direct/actual costs, etc.)
    d. Itemization of other direct, reimbursable costs (including description and amount)
    e. Copies of invoices for other direct, reimbursable costs (other than incidental costs such as copying) and one (1) of the following:
        i. Copy of both sides of a cancelled check evidencing payment for costs submitted for reimbursement
        ii. Paid receipt
        iii. Waiver/lien release from subcontractor (if applicable)
9. Any applicable discounts
10. Any other information or documentation, which may be required or specified under the terms of the purchase order or agreement

**E. Proper Payment Request Requirements for Construction Services**

Payment Requests must conform to all requirements of Section IV, A-D above, unless otherwise specified in the terms of the applicable agreement or purchase order between the District and the Provider.

## V. Submission of Invoices and Payment Requests

The Provider shall submit all Invoices and Payment Requests for both Construction Services and Non-Construction Goods and Services to the District's Agent as provided in the purchase order or agreement, as applicable, and to the District Manager as follows:

Submit the invoice and/or payment request, with required additional material and in conformance with these Policies and Procedures, by mail, by hand delivery, or via email (Note: email is the preferred method for receipt of Non-Construction Goods and Services invoices).

**1. Mailing and Drop Off Address**

Sorrento Pines Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

**2. Email Address**

SorrentoPinesCDD@DistrictAP.com

## VI. Calculation of Payment Due Date

### A. Non-Construction Goods and Services Invoices

**1. Receipt of Proper Invoice**

Payment is due from the District forty-five (45) days from the date on which a Proper Invoice is Date Stamped.

**2. Receipt of Improper Invoice**

If an Improper Invoice is received, a required invoice is not received, or invoicing of a request for payment is not required**,** the time when payment is due from the District is forty-five (45) days from the latest date of the following:

a. On which delivery of personal property is fully accepted by the District;
b. On which services are completed and accepted by the District;
c. On which the contracted rental period begins (if applicable); or
d. On which the District and the Vendor agree in a written agreement that provides payment due dates.

**3. Rejection of an Improper Invoice**

The District may reject an Improper Invoice. Within ten (10) days of receipt of the Improper Invoice by the District, the Vendor must be notified that the invoice is improper and be given an opportunity to correct the deficient or missing information, remedy the faulty work, replace the defective goods, or take other necessary, remedial action.

The District's rejection of an Improper Invoice must:

a. Be provided in writing;
b. Specify any and all known deficiencies; and
c. State actions necessary to correct the Improper Invoice.

If the Vendor submits a corrected invoice, which corrects the deficiencies specified in the District's written rejection, the District must pay the

corrected invoice within the later of: (a) ten (10) business days after date the corrected invoice is Date Stamped; or (b) forty-five (45) days after the date the Improper Invoice was Date Stamped.

If the Vendor submits an invoice in response to the District's written rejection which fails to correct the deficiencies specified or continues to be an Improper Invoice, the District must reject that invoice as stated herein.

**4. Payment of Undisputed Portion of Invoice**

If the District disputes a portion of an invoice, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in these Policies & Procedures.

## B. Payment Requests for Construction Services

**1. Receipt of Proper Payment Request**

The time at which payment is due for Construction Services from the District is as follows:

a. If an Agent must approve the payment request before it is submitted to the District Manager, payment (whether full or partial) is due twenty-five (25) business days after the payment request is Date Stamped. The Provider may send the District an overdue notice. If the payment request is not rejected within four (4) business days after Date Stamp of the overdue notice, the payment request shall be deemed accepted, except for any portion of the payment request that is fraudulent, misleading or is the subject of dispute.

   The agreement between the District and the Provider shall identify the Agent to which the Provider shall submit its payment request, or shall be provided by the District through a separate written notice no later than ten (10) days after contract award or notice to proceed, whichever is later. Provider's submission of a payment request to the Agent shall be Date Stamped, which shall commence the time periods for payment or rejection of a payment request or invoice as provided in this section.

b. If, pursuant to contract, an Agent is not required to approve the payment request submitted to the District, payment is due twenty (20) business days after the payment request is Date Stamped unless such payment request includes fraudulent or misleading information or is the subject of dispute.

**2. Receipt and Rejection of Improper Payment Request**

a. If an Improper Payment Request is received, the District must reject the Improper Payment Request within twenty (20) business days after the date on which the payment request is Date Stamped.

b. The District's rejection of the Improper Payment Request must:
   i. Be provided in writing;
   ii. Specify any and all known deficiencies; and
   iii. State actions necessary to correct the Improper Invoice.

c. If a Provider submits a payment request which corrects the deficiency specified in the District's written rejection, the District must pay or reject the corrected submission no later than ten (10) business days after the date the corrected payment request is Date Stamped.

**3. Payment of Undisputed Portion of Payment Request**

If the District disputes a portion of a payment request, the undisputed portion shall be paid in a timely manner and in accordance with the due dates for payment as specified in this section.

## VII. Resolution of Disputes

If a dispute arises between a Provider and the District concerning payment of an invoice or payment request, the dispute shall be resolved as set forth in §218.735, Fla. Stat., for Construction Services, and §218.76, Fla. Stat. for Non-Construction Goods and Services.

**A. Dispute between the District and a Provider**

If a dispute between the District and a Provider cannot be resolved following resubmission of a payment request by the Provider, the dispute must be resolved in accordance with the dispute resolution procedure prescribed in the construction contract, if any. In the absence of a prescribed procedure in the contract, the dispute must be resolved by the procedures specified below.

**B. Dispute Resolution Procedures**

1. If an Improper Payment Request or Improper Invoice is submitted, and the Provider refuses or fails to submit a revised payment request or invoice as contemplated by the PPA and these Policies and Procedures, the Provider shall, not later than thirty (30) days after the date on which the last payment request or invoice was Date Stamped, submit a written statement via certified mail to the Agent, copying the District Manager,

specifying the basis upon which the Provider contends the last submitted payment request or invoice was proper.

2. Within forty-five (45) days of receipt by the Agent and District Manager of the disputed, last-submitted payment request or invoice, the Agent and/or District Manager shall commence investigation of the dispute and render a final decision on the matter no later than sixty (60) days after the date on which the last-submitted payment request or invoice is Date Stamped.

3. With regard to contracts executed on or after July 1, 2021, if the District does not commence the dispute resolution procedure within the time provided herein, a Provider may give written notice via certified mail to the Agent, copying the District Manager, of the District's failure to timely commence its dispute resolution procedure. If the District fails to commence the dispute resolution procedure within 4 business days after receipt of such notice, any amounts resolved in the Provider's favor shall bear mandatory interest, as set forth in section 218.735(9), Florida Statutes, from the date on which the payment request or invoice containing the disputed amounts was Date Stamped. If the dispute resolution procedure is not commenced within 4 business days after receipt of the notice, the objection to the payment request or invoice shall be deemed waived. The waiver of an objection pursuant to this paragraph does not relieve a Provider of its contractual obligations.

4. Absent a written agreement to the contrary, if the Provider refuses or fails to provide the written statement required above, the Agent and/or District Manager is not required to contact the Provider in the investigation. In addition, and absent a written agreement to the contrary, if such written statement is not provided, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider.

5. The Board shall approve any decision of the District Manager to contract with a third party which would result in: 1) an expenditure above what is budgeted for the Construction Services or Non-Construction Services; or 2) an expenditure which exceeds the original contract amount for the Construction Services or Non-Construction Services by more than ten percent (10%) or Ten Thousand Dollars ($10,000).

6. A written explanation of the final decision shall be sent to the Provider, via certified mail, within five (5) business days from the date on which such final decision is made. A copy of the written explanation of the final

decision shall be provided to the Chairperson of the Board simultaneously with the certified mailing to the Provider.

7. If a Provider does not accept in writing the final decision within five (5) days after receipt by the Provider, the District may immediately contract with third parties to provide the goods and services subject to the dispute and deduct the costs of such third party purchases from amounts owed to the Provider. If the costs of the third party purchases exceed the amount the District owes to the Provider, the District may seek to recover such excess from the Provider in a court of law or as otherwise provided in an agreement between the District and the Provider. Nothing contained herein shall limit or affect the District's ability to enforce all of its legal and contractual rights and remedies against the Provider.

## VIII. Purchases Involving Federal Funds or Bond Funds

When the District intends to pay for a purchase with federal funds or bond funds, the District shall make such purchases only upon reasonable assurances that federal funds or bond funds sufficient to cover the cost will be received. When payment is contingent upon the receipt of bond funds, federal funds or federal approval, the public procurement documents and any agreement with a Provider shall clearly state such contingency. (§218.77, Fla. Stat.).

## IX. Requirements for Construction Services Contracts – Project Completion; Retainage

The District intends to follow the PPA requirements for construction project completion and retainage, including, but not limited to, §218.735 (7) and (8), Fla. Stat.

## X. Late Payment Interest Charges

Failure on the part of the District to make timely payments may result in District responsibility for late payment interest charges. No agreement between the District and a Provider may prohibit the collection of late payment interest charges allowable under the PPA as mandatory interest. (§218.75, Fla. Stat.).

A. **Related to Non-Construction Goods and Services**

All payments due from the District, and not made within the time specified within this policy, will bear interest, from thirty (30) days after the due date, at the rate of one percent (1%) per month on the unpaid balance. The Vendor must submit a Proper Invoice to the District for any interest accrued in order to receive the interest payment. (§218.735(9), Fla. Stat.).

An overdue period of less than one (1) month is considered as one (1) month in computing interest. Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

B. **Related to Construction Services**

All payments for Construction Services that are not made within the time periods specified within the applicable statute, shall bear interest from thirty (30) days after the due date, at the rate of one percent (1%) per month for contracts executed on or before June 30, 2021, and at the rate of two percent (2%) per month for contracts executed on or after July 1, 2021, or the rate specified by agreement, whichever is greater. §218.735(9), Fla. Stat. The Provider must submit a Proper Payment Request to the District for any interest accrued in order to receive the interest payment. An overdue period of less than one (1) month is considered as one (1) month in computing interest. (§218.74 (4), Fla. Stat.).

Unpaid interest is compounded monthly. The term one (1) month means a period beginning on any day of a month and ending on the same day of the following month.

C. **Report of Interest**

If the total amount of interest paid during the preceding fiscal year exceeds $250, the District Manager is required to submit a report to the Board during December of each year, stating the number of interest payments made and the total amount of such payments. (§218.78, Fla. Stat.).

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8G

**RESOLUTION 2023-23**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida*; and

**WHEREAS**, consistent with Section 218.33, *Florida Statutes,* the District is statutorily required to establish and maintain internal controls designed to prevent and detect fraud, waste, and abuse as defined in Section 11.45(1), *Florida Statutes;* promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets; and

**WHEREAS,** to demonstrate compliance with Section 218.33, *Florida Statutes,* the District desires to adopt by resolution the Internal Controls Policy attached hereto as **Exhibit A**.

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

**1. POLICY.** The attached Internal Controls Policy attached hereto as **Exhibit A** is hereby adopted pursuant to this Resolution.

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

**3. EFFECTIVE DATE.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**
**INTERNAL CONTROLS POLICY**

## 1. Purpose.

1.1. The purpose of this internal controls policy is to establish and maintain internal controls for the Sorrento Pines Community Development District.

1.2. Consistent with Section 218.33(3), *Florida Statutes,* the internal controls adopted herein are designed to:

1.2.1. Prevent and detect Fraud, Waste, and Abuse (as hereinafter defined).

1.2.2. Promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

1.2.3. Support economical and efficient operations.

1.2.4. Ensure reliability of financial records and reports.

1.2.5. Safeguard Assets (as hereinafter defined).

## 2. Definitions.

2.1. "Abuse" means behavior that is deficient or improper when compared with behavior that a prudent person would consider a reasonable and necessary operational practice given the facts and circumstances. The term includes the misuse of authority or position for personal gain.

2.2. "Assets" means District assets such as cash or other financial resources, supplies, inventories, equipment and other fixed assets, real property, intellectual property, or data.

2.3. "Auditor" means the independent auditor (and its employees) retained by the District to perform the annual audit required by state law.

2.4. "Board" means the Board of Supervisors for the District.

2.5. "District Management" means (i) the independent contractor (and its employees) retained by the District to provide professional district management services to the District and (ii) any other independent contractor (and its employees) separately

retained by the District to provide amenity management services, provided said services include a responsibility to safeguard and protect Assets.

2.6. "Fraud" means obtaining something of value through willful misrepresentation, including, but not limited to, intentional misstatements or intentional omissions of amounts or disclosures in financial statements to deceive users of financial statements, theft of an entity's assets, bribery, or the use of one's position for personal enrichment through the deliberate misuse or misapplication of an organization's resources.

2.7. "Internal Controls" means systems and procedures designed to prevent and detect fraud, waste, and abuse; promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices; support economical and efficient operations; ensure reliability of financial records and reports; and safeguard assets.

2.8. "Risk" means anything that could negatively impact the District's ability to meet its goals and objectives. The term includes strategic, financial, regulatory, reputational, and operational risks.

2.9. "Waste" means the act of using or expending resources unreasonably, carelessly, extravagantly, or for no useful purpose.

## 3. Control Environment.

3.1. Ethical and Honest Behavior.

3.1.1. District Management is responsible for maintaining a work environment that promotes ethical and honest behavior on the part of all employees, contractors, vendors and others.

3.1.2. Managers at all levels must behave ethically and communicate to employees and others that they are expected to behave ethically.

3.1.3. Managers must demonstrate through words and actions that unethical behavior will not be tolerated.

## 4. Risk Assessment.

4.1. Risk Assessment. District Management is responsible for assessing Risk to the District. District Management's Risk assessments shall include, but not be limited to:

4.1.1. Identifying potential hazards.

4.1.2. Evaluating the likelihood and extent of harm.

4.1.3. Identifying cost-justified precautions and implementing those precautions.

## 5. Control Activities.

5.1. Minimum Internal Controls. The District hereby establishes the following minimum Internal Controls to prevent and detect Fraud, Waste, and Abuse:

5.1.1. Preventive controls designed to forestall errors or irregularities and thereby avoid the cost of corrections. Preventive control activities shall include, but not be limited to, the following:

5.1.1.1. Identifying and segregating incompatible duties and/or implementing mitigating controls.

5.1.1.2. Performing accounting functions in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.1.3. Requiring proper authorizations to access and/or modify accounting software.

5.1.1.4. Implementing computerized accounting techniques (e.g. to help identify coding errors, avoid duplicate invoices, etc.).

5.1.1.5. Maintaining a schedule of the District's material fixed Assets.

5.1.1.6. Maintaining physical control over the District's material and vulnerable Assets (e.g. lock and key, computer passwords, network firewalls, etc.).

5.1.1.7. Retaining and restricting access to sensitive documents.

5.1.1.8. Performing regular electronic data backups.

5.1.2. Detective controls designed to measure the effectiveness of preventive controls and to detect errors or irregularities when they occur. Detective control activities shall include, but not be limited to, the following:

5.1.2.1. Preparing financial reports in accordance with Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards Board (GASB) standards.

5.1.2.2. Reviewing financial statements and investigating any material variances between budgeted expenses and actual expenses.

5.1.2.3. Establishing and implementing periodic reconciliations of bank, trust, and petty cash accounts.

5.1.2.4. Establishing an internal protocol for reporting and investigating known or suspected acts of Fraud, Waste, or Abuse.

5.1.2.5. Engaging in periodic physical inventory counts and comparisons with inventory records.

5.1.2.6. Monitoring all ACH (electronic) transactions and the sequencing of checks.

5.2. Implementation. District Management shall implement the minimum Internal Controls described herein. District Management may also implement additional Internal Controls that it deems advisable or appropriate for the District. The specific ways District Management implements these minimum Internal Controls shall be consistent with Generally Accepted Accounting Principles (GAAP) and otherwise conform to Governmental Accounting Standards Board (GASB) and American Institute of Certified Public Accountants (AICPA) standards and norms.

## 6. Information and Communication.

6.1. Information and Communication. District Management shall communicate to its employees (needing to know) information relevant to the Internal Controls, including but not limited to any changes to the Internal Controls and/or changes to laws, rules, contracts, grant agreements, and best practices.

6.2. Training. District Management shall regularly train its employees (needing the training) in connection with the Internal Controls described herein and promote and encourage compliance with applicable laws, rules, contracts, grant agreements, and best practices.

## 7. Monitoring Activities.

7.1. Internal Reviews. District Management shall internally review the District's Internal Controls at least once per year. In connection with this internal review, District Management shall:

7.1.1.1. Review its operational processes.

7.1.1.2. Consider the potential risk of Fraud, Waste, or Abuse inherent in each process.

7.1.1.3. Identify the controls included in the process, or controls that could be included, that would result in a reduction in the inherent risk.

7.1.1.4. Assess whether there are Internal Controls that need to be improved or added to the process under consideration.

7.1.1.5. Implement new controls or improve existing controls that are determined to be the most efficient and effective for decreasing the risk of Fraud, Waste or Abuse.

7.1.1.6. Train its employees on implemented new controls or improvements to existing controls.

7.2. External Audits and Other Reviews. Audits and other reviews may be performed on various components of the District's Internal Controls by the Auditor consistent with Government Auditing Standards (GAS). Audits may identify material deficiencies in the Internal Controls and make recommendations to improve them. District Management shall communicate and cooperate with the Board and the Auditor regarding the potential implementation of Auditor recommendations.

**Specific Authority:** §§ 190.011(5), 218.33(3), *Florida Statutes*
**Effective date:** December 14, 2022

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 8H

**MEMORANDUM**

**TO:** District Manager

**FROM:** KE Law Group, PLLC

**DATE:** January 2022

**RE:** Section 448.095, *Florida Statutes* / E-Verify Requirements

As you may be aware, the Florida Legislature recently enacted Section 448.095, *Florida Statutes*, which, generally speaking, requires that all employers verify employment eligibility using the United States Department of Homeland Security's "E-Verify" system. Specifically, Section 448.095(2)(a) provides:

> "Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system."

Section 448.095(1), F.S., defines "public employer" to be any "regional, county, local, or municipal government . . . that employs persons who perform labor or services for that employer in exchange for salary, wages, or other remuneration or that enters or attempts to enter into a contract with a contractor." Because all CDDs and stewardship districts (together, "Special Districts") enter into contracts with contractors (and many Special Districts have employees), all Special Districts are subject to the new E-Verify requirements.

As a District Manager, there are two steps that need to be taken:

1. Enroll your Special Districts on the E-Verify system, at: https://www.e-verify.gov/. An E-Verify enrollment checklist is available at https://www.e-verify.gov/employers/enrolling-in-e-verify/enrollment-checklist. In order to enroll, all Special Districts must enter into a memorandum of understanding ("MOU") which must be executed by the chairperson of each board. Under the MOU, the responsibilities of the Special Districts include provision of contact information, display of notices to prospective employees, completion of an E-Verify tutorial, familiarization with the E-Verify User Manual, and other obligations. Samples of the MOU and E-Verify User Manual are attached here.

2. On a going forward basis, include the following contract provision in Special District contracts:

**E-VERIFY REQUIREMENTS**

The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Please let us know if you have any questions regarding the new law. We appreciate your attention to this matter, and can be reached at 850-528-6152.

Company ID Number: _____

# THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

## ARTICLE I
## PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and the _____(Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

## ARTICLE II
## RESPONSIBILITIES

### A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**
    a. Notice of E-Verify Participation
    b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the

employee is separated from the company or no longer needs access to E-Verify.
4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify**.** Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment

following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee’s E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee

may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice at 1-800-255-8155 or 1-800-237-2515 (TTY) or go to https://www.justice.gov/ier.

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and

other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.
19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.
20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.
21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.
22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.
2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment

eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
ii. The employee's work authorization has not expired, and
iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall

not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

## C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

## D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
   a. Automated verification checks on alien employees by electronic means, and
   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Immigrant and Employee Rights Section, Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

## ARTICLE III
## REFERRAL OF INDIVIDUALS TO SSA AND DHS

### A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of

the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.
5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

a. Scanning and uploading the document, or
b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## ARTICLE IV
## SERVICE PROVISIONS

### A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## ARTICLE V
## MODIFICATION AND TERMINATION

### A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

### B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the

performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## ARTICLE VI
## PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.
E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).
F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.
G. The foregoing constitutes the full agreement on this subject between DHS and the

Employer.

**To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.**

**Approved by:**

| **E-Verify Employer** | |
|---|---|
| Name (Please Type or Print) | Title |
| Signature | Date |
| **Department of Homeland Security – Verification Division** | |
| Name (Please Type or Print) | Title |
| Signature | Date |

| **Information Required for E-Verify**<br><br>Information relating to your Company: | |
|---|---|
| Company Name: | |
| Company Facility Address: | |
| Company Alternate Address: | |
| County or Parish: | |

| | |
|---|---|
| Employer Identification Number: | |
| North American Industry<br><br>Classification Systems<br><br>Code: | |
| Parent Company: | |
| Number of Employees: | |
| Number of Sites Verified for: | |

Are you verifying for more than one site?
If yes, please provide the number of sites verified for in each State:

| State | Number of sites | Site(s) |
|---|---|---|

| Information relating to the Program Administrator(s) for your Company on policy questions or operational problems: | |
|---|---|
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |

| | |
|---|---|
| Name: | |
| Telephone Number: | |
| Fax Number: | |
| E-mail Address: | |

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9A

**BOND FINANCING TEAM FUNDING AGREEMENT**

This Bond Financing Team Funding Agreement ("**Agreement**") is made and entered into this ___ day of _____, 2022, by and between:

**Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

**Galvin Land Services, LLC,** a Florida limited liability company, and the developer of the lands in the District ("**Developer**") with a mailing address of 121 Snell Isle Blvd, St. Petersburg, Florida 33704.

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to issue bonds or other debt instruments ("**Bonds**") to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

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

**1. PROVISION OF FUNDS.** The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with all work ("**Work**") necessary to issue the Bonds, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the Work. The parties fully expect that all fees, costs and expenses arising from or related to the Work will be funded by the District's issuance of the Bonds, and upon issuance of the Bonds, the parties will take the necessary steps to pay for such fees, costs and expenses from the costs of issuance account(s) established for the Bonds. That said, in the event that Bonds are not issued within one year of the date of this Agreement, or in the event that it becomes reasonably apparent that the District will not issue the Bonds, or in the event that this agreement is otherwise terminated, whichever is earlier, the District shall invoice the Developer for all fees, costs and expenses incurred by the District, and the Developer within 10 days shall remit funds to pay for such fees, costs and expenses.

**2. TERMINATION.** Either party may terminate this Agreement in writing upon 10 days written notice.

**3. 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, injunctive relief and/or specific performance.

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

**5. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

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

**8. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties at the addresses listed above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. 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 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.

**9. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the 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 party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**10. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**11. CONTROLLING LAW; 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 Lake County, Florida.

**12. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**13. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

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

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Chairperson, Board of Supervisors

**GALVIN LAND SERVICES LLC**

_____
By: _____
Its: _____

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9BI

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

December 2, 2022

Sorrento Pines Community Development District
c/o Wrathell Hunt & Associates, LLC
2300 Glades Road, Suite # 410W
Boca Raton, Florida 33431
Attn: Mr. Craig Wrathell

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Wrathell:

Thank you for the opportunity to work with the Sorrento Pines Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2023 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)[1] (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: _____
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

[1] Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

## ATTACHMENT I

**Section 1** **Scope of Services of FMS**: FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2** **Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.

2. *Price and Interest Rates:* The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.

3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.

4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.

5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;

b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;

c) the offering memorandum will comply with all applicable laws and regulations;

d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and

e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.

6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.

7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.

8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

   The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

   This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the 'Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.

- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.

- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.

- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.

If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: _____
Name: Jon Kessler
Title: Executive Director

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9BII

GT GreenbergTraurig

Brian A. Crumbaker
Tel 850.425.8540
crumbakerb@gtlaw.com

December 13, 2022

***Via Electronic Mail***
*(wrathellc@whhassociates.com)*

Sorrento Pines Community Development District
Attn: Craig Wrathell, District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

***Re: Bond Counsel – Sorrento Pines CDD***

Ladies and Gentlemen:

Greenberg Traurig, P.A. (the "*Firm*"), would be pleased to serve as Bond Counsel to the Sorrento Pines Community Development District (the "*District*") in connection with its proposed issuance of special assessment bonds to finance the construction of public infrastructure benefitting a proposed development in Lake County, Florida.

For purposes of this letter, we have assumed that the District will issue long-term bonds to finance public infrastructure for one or more phases in one or more series. Because the amount of any series of bonds is undetermined at this time, we would propose a flat fee structure. Absent unusual circumstances, we would propose to charge a fee of $45,000 for each series of bonds. Any increase in the fee resulting from "unusual circumstances" would be subject to prior Board approval. Notwithstanding the forgoing, we make no guarantee that any such bonds will be sold and closed nor have we made any representation or warranty to you other than as may be expressly stated in this Agreement.

Assistance to District counsel in the validation of the District's financing program in Circuit Court will be included in the fees quoted above. We assume that District counsel will take the lead in the validation process. A flat amount of $2,500 will be added to our invoice at bond closing to cover expenses. Electronic transcripts (*e.g.,* a CD) will be provided after closing of each series at no charge. In the event that for any reason the District is unable to complete a financing that the finance team has been working on, we would expect to be paid for our time and expenses at our normal hourly rates less 10%, subject to a cap equal to the otherwise applicable fixed fee set forth above. In such an unlikely case, we would expect that payment would be made under a funding agreement with the developer or related entities or principals thereof. All the rights and obligations of either of us arising under or related to this Agreement are and will be governed by the laws of the State of Florida irrespective of conflicts of law principles that might otherwise apply.

The Firm represents a broad group and spectrum of clients in a variety of legal matters. As a result, conflicts of interest may arise which, absent an effective conflict waiver, may adversely affect our ability to represent you in pending or future matters and your ability and that of other clients or potential clients to engage the Firm as their counsel. We wish to be fair to all clients, and to assure that they have the right and ability to use us or any other counsel of their choice. Accordingly, this Agreement confirms that you are comfortable (after having had sufficient opportunity to consider this Agreement and consult independent counsel to the extent you may wish) that you are adequately informed about the possibility and nature of such conflicts and potential conflicts and of the risks and consequences of them. Therefore, on the conditions stated in this paragraph, you, to the fullest extent legally and ethically permissible, waive any such actual or potential conflict which may be presented or occur as a result of this engagement.

We would appreciate it if this fee arrangement for special assessment bonds could be presented to the Board of Supervisors at its organizational meeting on December 14, 2022. If the foregoing proposal is acceptable to the District, please so indicate by executing this letter and emailing a copy back to me.

We look forward to serving the District as its Bond Counsel.

Yours sincerely,

/s/ Brian A. Crumbaker
For the Firm

Accepted and agreed to
this ___ day of December, 2022

_____
Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9BIII

U.S. Bank Trust Company, National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309

December 6th, 2022

Sorrento Pines Community Development District
c/o Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Sorrento Pines Community Development District
Special Assessment Revenue Bonds Series 2022

As requested, we are pleased to offer the following fee structure for the above referenced issue:

| | |
|---|---|
| Acceptance Fee | $1,975.00 |
| Closing Expenses | $300.00 (Est., Florida Closing) |
| Trustee, Paying Agent, Registrar and Transfer Agent | $3,950.00 |
| Ongoing Out-of-Pocket Expenses | 7.50% of Annual Fees |
| Trustee Counsel | $6,500.00 (*Estimated) |

*This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Any unexpected or extraordinary services, duties and/or responsibilities will be reasonably billed in addition to the amounts identified herein. Extraordinary services are responses to requests, inquiries or developments, or the carrying out of duties or responsibilities of an unusual nature, including termination, which may or may not be provided for in the governing documents, and are not routine or undertaken in the ordinary course of business. Payment of fees for extraordinary services is appropriate where particular requests, inquiries or developments are unexpected, even if the possibility of such things could have been foreseen at the inception of the transaction. This would include but is not limited to document amendments and substitutions, mandatory tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, travel expense (if any outside the city), etc. At our option, these charges will be billed at a flat fee or at our hourly rate then in effect. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. Finalization of the transaction and payment of the fees set forth herein constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event this transaction is not finalized, any related out-of-pocket expenses may be billed to you directly.*

The above fees and expenses would be paid in advance. Thank you for the opportunity to provide our services to the District. Please do not hesitate to contact me at 954.938.2475 if you have any questions or if you need any additional information.

Sincerely,

Amanda Kumar

Amanda Kumar
Assistant Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:
To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9C

**RESOLUTION 2023-24**

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

**WHEREAS**, the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District pursuant to the provisions of Chapter 190, *Florida Statutes*, is authorized to levy, collect and enforce certain special assessments, which include benefit and maintenance assessments and further authorizes the Board of Supervisors of the District ("**Board**") to levy, collect and enforce special assessments pursuant to Chapters 170 and 190, *Florida Statutes*; and

**WHEREAS**, the District desires to use the uniform method for the levy, collection and enforcement of non-ad valorem special assessments authorized by Section 197.3632, *Florida Statutes* ("**Uniform Method**").

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

**1. PUBLIC HEARING.** A Public Hearing will be held on the District's intent to adopt the Uniform Method on _____, at _____ a.m./p.m., at - _____.

**2. PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 197.3632, Florida Statutes.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST**:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9D

# ENGINEER'S REPORT
# FOR THE
# SORRENTO PINES
# COMMUNITY DEVELOPMENT DISTRICT

PREPARED FOR:

BOARD OF SUPERVISORS
SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT

ENGINEER:
POULOS & BENNETT

December 12, 2022

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

**ENGINEER'S REPORT**

## 1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("**CIP**") and estimated costs of the CIP, for the Sorrento Pines Community Development District ("**District**").

## 2. GENERAL SITE DESCRIPTION

The District is located entirely within Lake County, Florida, and consists of approximately 49 acres of land, but is planned to include a total of 263.134 acres upon completion of a boundary amendment ("**Boundary Amendment**"). The site is generally located south of Terragona Drive, west of County Road 437, north of Integrity Way and east of undeveloped lands. This report assumes – for purposes of the planned units and construction costs – that the Boundary Amendment will be completed.

## 3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which lands are planned for 490 homes. The CIP includes multiple phases, the first of which includes 190 planned homes known as "Phases 1A and 1B" a/k/a "Assessment Area One." The Boundary Amendment located west of the initial CDD boundary includes 300 homes. The following chart shows the planned product types and land uses for the District:

| Product Type | Assessment Area One Units | Boundary Amendment Parcel Units | TOTAL CIP Units |
|---|---|---|---|
| Single Family 60' | 190 | 300 | 490 |
| **TOTALS** | **190** | **300** | **490** |

Note that lot sizes within the Assessment Area One units vary from 60 ft x 120 ft to 1 acre lot sizes. Boundary Amendment Parcel lot sizes have not been approved at this time.

The CIP infrastructure includes:

**Roadway Improvements:**

The CIP includes subdivision roads within the District. Generally, all roads will be 2-lane un-divided roads with periodic traffic calming islands. Such roads include the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage and sidewalks within rights-of-way abutting non-lot lands. Sidewalks abutting lots will be constructed by the homebuilders. All roads will be designed in accordance with County standards.

All internal roadways may be financed by the District, and dedicated to the County for ownership, operation, and maintenance.

**Stormwater Management System:**

The stormwater collection and outfall system is a combination of roadway curbs, curb inlets, pipe, control structures and open lakes designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the project discharges to an on-site stormwater / depressional area. The stormwater system will be designed consistent with the criteria established by the SJRWMD and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, with the exception that the County will own, operate and maintain the inlets and storm sewer systems within County right-of-way.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of spreading fill across private lots.

**Water, Wastewater and Reclaim Utilities:**

As part of the CIP, the District intends to construct and/or acquire water, wastewater and reclaim infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way and used for potable water service and fire protection. The point of connection for the water main is at the intersection of CR437 and Marbella Drive. This is an approximate 2,200 lf extension.

Wastewater improvements for the project will include an onsite gravity collection system, offsite and onsite force main and onsite lift station(s). The offsite force main connection will be made near the northern property boundary to an existing City owned force main.

Similarly, the reclaim water distribution system will be constructed to provide service for irrigation throughout the community. An offsite reclaim connection will be made at or near the Phase 1B northwest property boundary to a line extension provided by the City of Eustis.

The water and reclaim distribution and wastewater collection systems for all phases will be completed by the District and then dedicated to the City of Eustis for operation and maintenance. The CIP will only include laterals to the lot lines (i.e., point of connection). Alternatively, the developer may elect to finance the utilities and turn them over to the CDD.

**Hardscape, Landscape, and Irrigation:**

The District will construct and/or install landscaping, irrigation and hardscaping within District common areas and rights-of-way. Hardscaping will consist of entry features, walls and placemaking elements, trails and sidewalks.

The County has distinct design criteria requirements for planting and irrigation design. This project will at a minimum meet those requirements and, in most cases, will exceed the requirements with enhancements for the benefit of the community.

All such landscaping, irrigation and hardscaping will be owned, maintained and funded by the District. Such infrastructure, to the extent that it is located in rights-of-way owned by the County will be maintained pursuant to a right-of-way agreement to be entered into with the County.

**Streetlights / Undergrounding of Electrical Utility Lines**

The District intends to lease street lights through an agreement with a private utility provider in which case the District would fund the street lights through an annual operations and maintenance assessment. As such, streetlights are not included as part of the CIP.

The CIP does however include the undergrounding of electrical utility lines within right-of-way utility easements throughout the community. Any lines and transformers located in such areas would be owned by a private utility provider and not paid for by the District as part of the CIP.

**Recreational Amenities:**

In conjunction with the construction of the CIP, the District intends to construct a tot lot, play fields, trails and other recreational features. These improvements will be funded, owned and maintained by the District, or alternatively may be funded by the developer and turned over to a homeowners' association for ownership, operation and maintenance. If financed by the District, all such improvements will be open to the general public, but, if financed by the developer and owned by a homeowner's association, all such improvements will be considered common elements for the exclusive benefit of the District landowners.

**Environmental Conservation/Mitigation**

There are no on-site wetlands.

**Professional Services**

The CIP also includes various professional services. These include: (i) engineering, landscape architectural, surveying and building architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

**Off-Site Improvements**

Required off-site improvements that are required by applicable development approvals and may be financed by the District include: intersection and roadway improvements at access points to

CR 437 (including traffic signal(s)); utility extensions (water, sewer and reclaimed) as described in this report.

NOTE: In the event that impact fee credits are generated from any roadway, utilities or other improvements funded by the District, any such credits, if any, will be the subject of a separate agreement between the applicable developer and the District. Pursuant to such an agreement, and without intending to alter the terms of such an agreement, the applicable developer may elect to retain such credits if the developer provides consideration equal to the market value of the credits in the form of work product, improvements and/or land (based on the lesser of appraised value or the developer's cost basis as it relates to land), or in the form of a cash paydown of certain debt assessments.

## 4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

| Permit | Status |
|---|---|
| Lake County | |
| Comprehensive Plan Amendment and Rezoning<br>Phase 1A &, 1B<br>Phase 3 | <br><br>Approved 2020<br>Under Review - Submitted May 2022 |
| Preliminary Plat<br><br>Phase 1A &, 1B<br>Phase 3 | <br><br>Approved 2020<br>Preparation to commence following approval of the CPA and Rezoning Applications |
| Development Agreement (Ph1A and 1B) | Approved January 2022 |
| Construction Plans<br>Phase 1A (on-site and offsite)<br>Phase 1B (On-site)<br>Phase 3 | <br>Approved 2021<br>Approved 2022<br>Preparation to commence following approval of the Rezoning Master Plan |
| Subdivision Infrastructure Construction Plans | Preparation to commence following approval of the Rezoning Master Plan |
| SJRWMD – ERP<br>Phase 1A (on-site and offsite)<br>Phase 1B (On-site)<br>Phase 3<br><br><br>FDEP | <br>Approved 2021<br>Approved 2022<br>Preparation to commence following approval of the Rezoning Master Plan<br><br><br> |

| | |
|---|---|
| Phase 1A Potable Water | Approved May 2021 |
| Phase 1B Potable Water | Approved June 2022 |
| Phase 1A Wastewater | June 2021 |
| Phase 1B Wastewater | September 2022 |

## 5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the Opinion of Probable Cost for the CIP. It is our professional opinion that the costs set forth in the table are reasonable and generally consistent with market pricing.

Sorrento Pines CDD

Order of Magnitude Cost Opinion

Date: 12/8/2022

Revision #

P&B # 20-123

| Master Infrastructure Costs | Quantity | Unit | Unit Cost | Phase 1A | Phase 1B | Boundary Amendment Parcel | Total Cost | Final Owner | Maintenance Entity |
|---|---|---|---|---|---|---|---|---|---|
| Soft Costs (10%)* | 1 | LS | 10% | $ 469,060.20 | $ 434,623.01 | $ 1,038,304.17 | $ 1,941,987.37 | | |
| Master Earthwork related to roads/public improvements | 1 | LS | | $ 180,000.00 | $ 178,696.75 | $ 600,000.00 | $ 958,696.75 | CDD/HOA | CDD/HOA |
| Landscaping, Irrigation, Trails, Play Fields | 1 | LS | | $ 188,857.77 | $ 200,000.00 | $ 574,500.00 | $ 963,357.77 | CDD/HOA | CDD/HOA |
| Lift Station | 1 | EA | | $ 260,686.36 | $ - | $ 350,000.00 | $ 610,686.36 | City | City |
| Entry Monuments | 1 | LS | | $ 356,784.90 | $ - | $ - | $ 356,784.90 | CDD/HOA | CDD/HOA |
| Tot Lot | 1 | LS | | $ 70,000.00 | $ - | $ 70,000.00 | $ 140,000.00 | CDD/HOA | CDD/HOA |
| On-site Roads & Alleys (pavement, curb) & stormsewer | 1 | LS | | $ 1,597,588.26 | $ 1,750,000.00 | $ 5,678,750.00 | $ 9,026,338.26 | CDD/HOA | CDD/HOA |
| Onsite Utilities (sewer, water, reclaimed water, forcemain) | 1 | LS | | $ 1,475,084.33 | $ 1,500,000.00 | $ 2,839,375.00 | $ 5,814,459.33 | CDD/City | CDD/City |
| Street Lights | 1 | EA | 2500 | $ 200,000.00 | $ 117,533.33 | $ 270,416.67 | $ 587,950.00 | CDD/HOA | CDD/HOA |
| Offsite Roadway Improvements | 1 | LS | | $ 361,600.36 | $ 600,000.00 | $ - | $ 961,600.36 | County | County |
| Contingency (15%) | 1 | LS | 15% | $ 703,590.30 | $ 651,934.51 | $ 1,557,456.25 | $ 2,912,981.06 | | |
| **Master Infrastructure Costs** | **Total** | | | **$ 5,863,252.47** | **$ 5,432,787.60** | **$ 12,978,802.08** | **$ 24,274,842.16** | | |

This Order of Magnitude Cost Opinion has been put together using the Sorrento Pines site plan dated April 2022

Cost to include contractor mobilization, layout, survey, asbuilts and associated costs with starting, progressing and finalizing the project. Nominal wetland mitigation costs are included. No remediation costs are included. No bridges are anticipated or included. No right-of-way acquisition costs are included.

Development costs to include Storm Water Collection System, Ponds, Road Construction (Sub-base, Base & Asphalt) and Multi-Use Paths / Sidewalks, gravity sewer, potable water and reclaimed water, forcemain, lift station

No retaining walls or stems walls have been added to this cost opinion. It is assumed stem walls and retaining walls will be needed, Engineering will need to be completed to determine this scope of work and extents.

This Cost Opinion does not include any relocation or mitigation of any species

This Cost Opinion does not include any impacts fees or similar

Any item not specifically labeled has been excluded, please contact Poulos & Bennett for any further clarifications and / or exclusions

The Onsite Roads cost includes pavement, curbs, and sidewalks. It does not include utility lines

Onsite Utilities includes: storm sewer, potable water, reclaimed water and sanitary sewer.

Landscaping Budget includes Irrigation.

## 6. CONCLUSIONS

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

It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the County in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- All of 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;

- The District will pay the lesser of the actual cost of the improvements or fair market value; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to such costs.

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

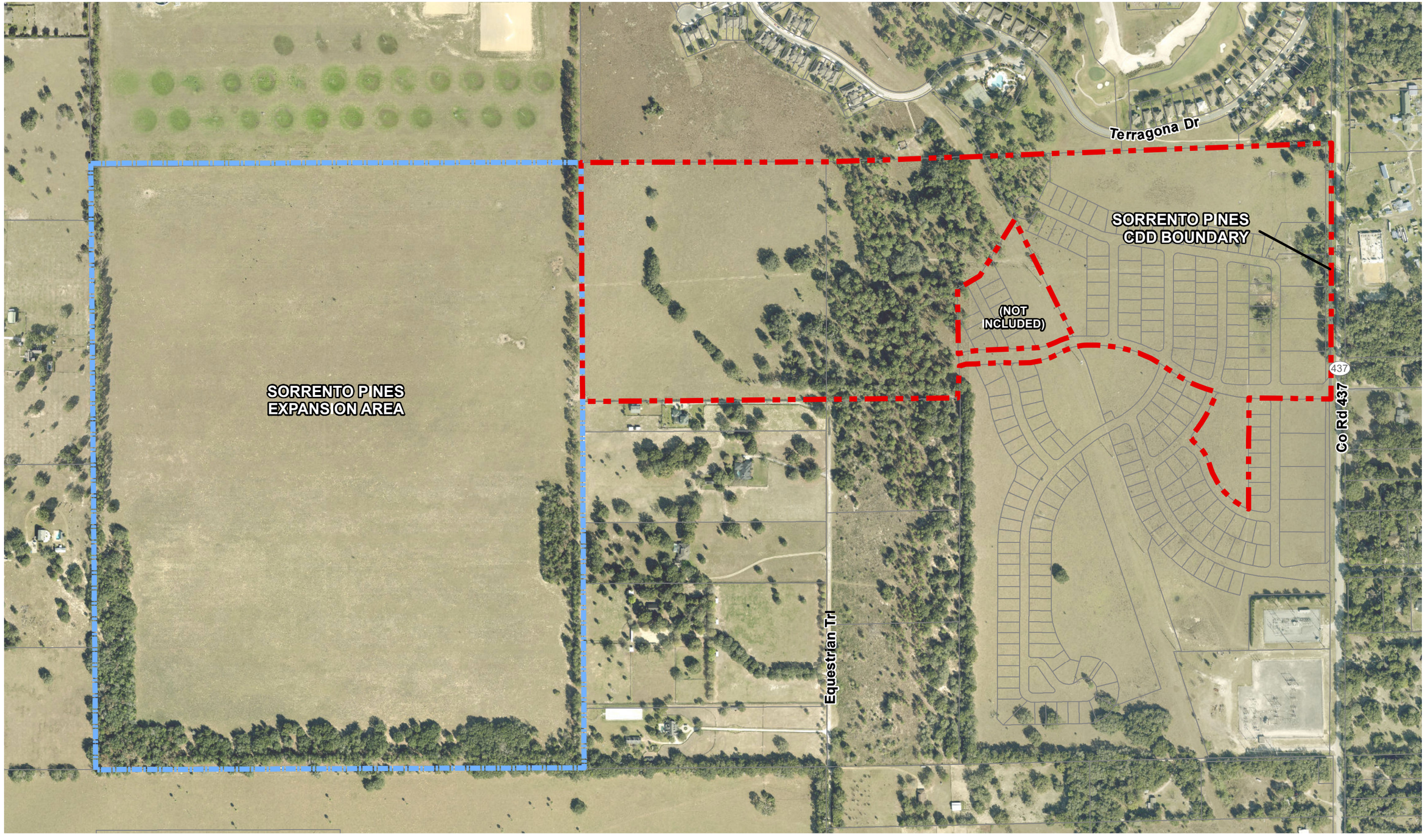
The professional service for establishing the Construction Cost Estimate is consistent with the degree of care and skill exercised by members of the same profession under similar circumstances.

The CIP will be owned by the District or other governmental units and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on public easements in favor of the District or other governmental entity. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the CIP, and that is not used as part of the CIP, such fill will only be placed on-site where the cost of doing so is less expensive than hauling such fill off-site.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, 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.

_____

Stephen K Saha, P.E. Date
FL License No. 76903




SOURCE: Lake County, FL, FGDL

CDD Boundary

Expansion Area Boundary

December 12, 2022
P & B Job No.: 20-123

CDD Boundary

# Sorrento Pines - CDD Boundary

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

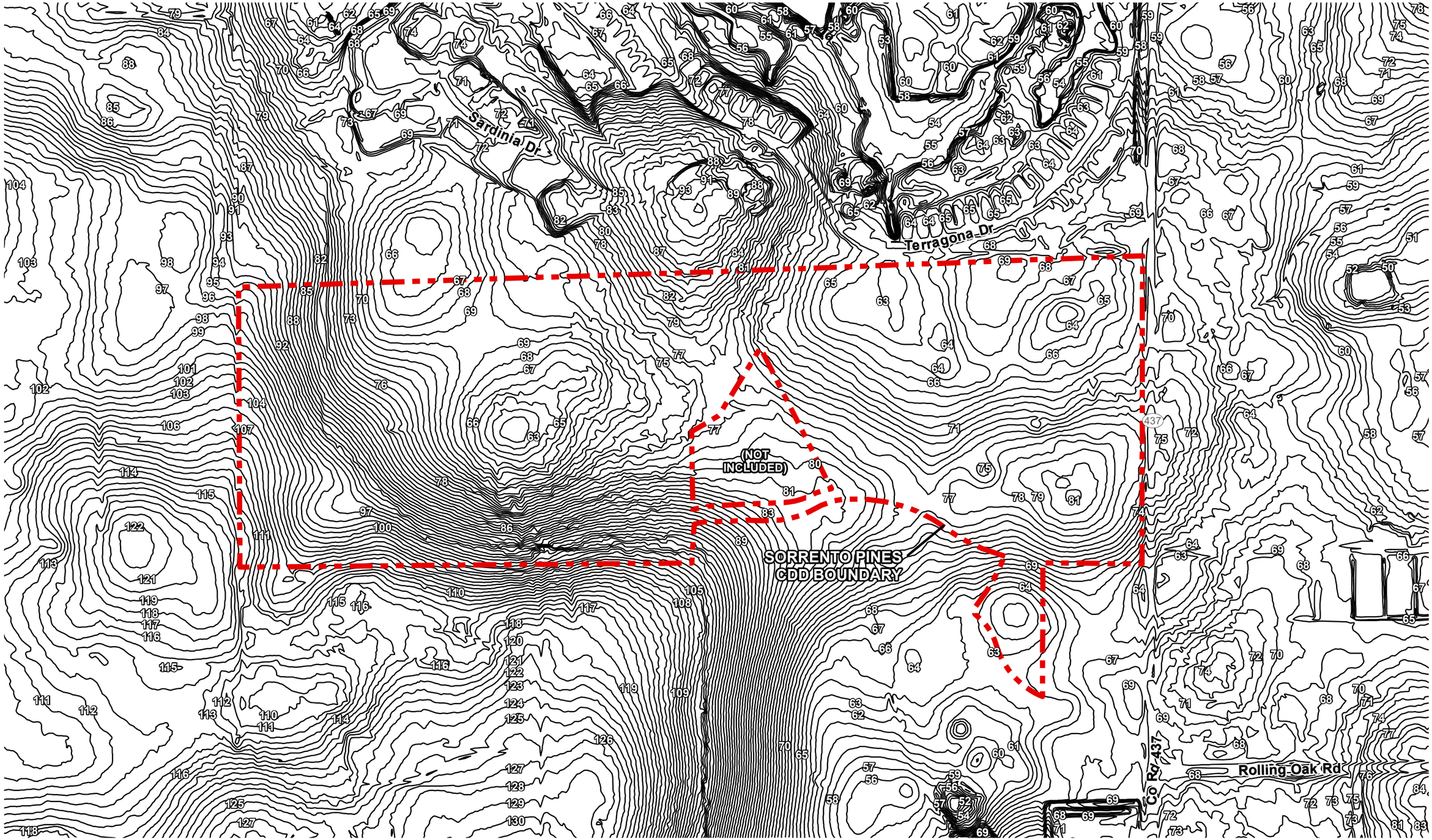
POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

N

280 0 280 560

Feet




SOURCE: Lake County, FL. (NAVD88)

CDD Boundary

Contours Map

# Sorrento Pines - CDD Boundary

225 0 225 450

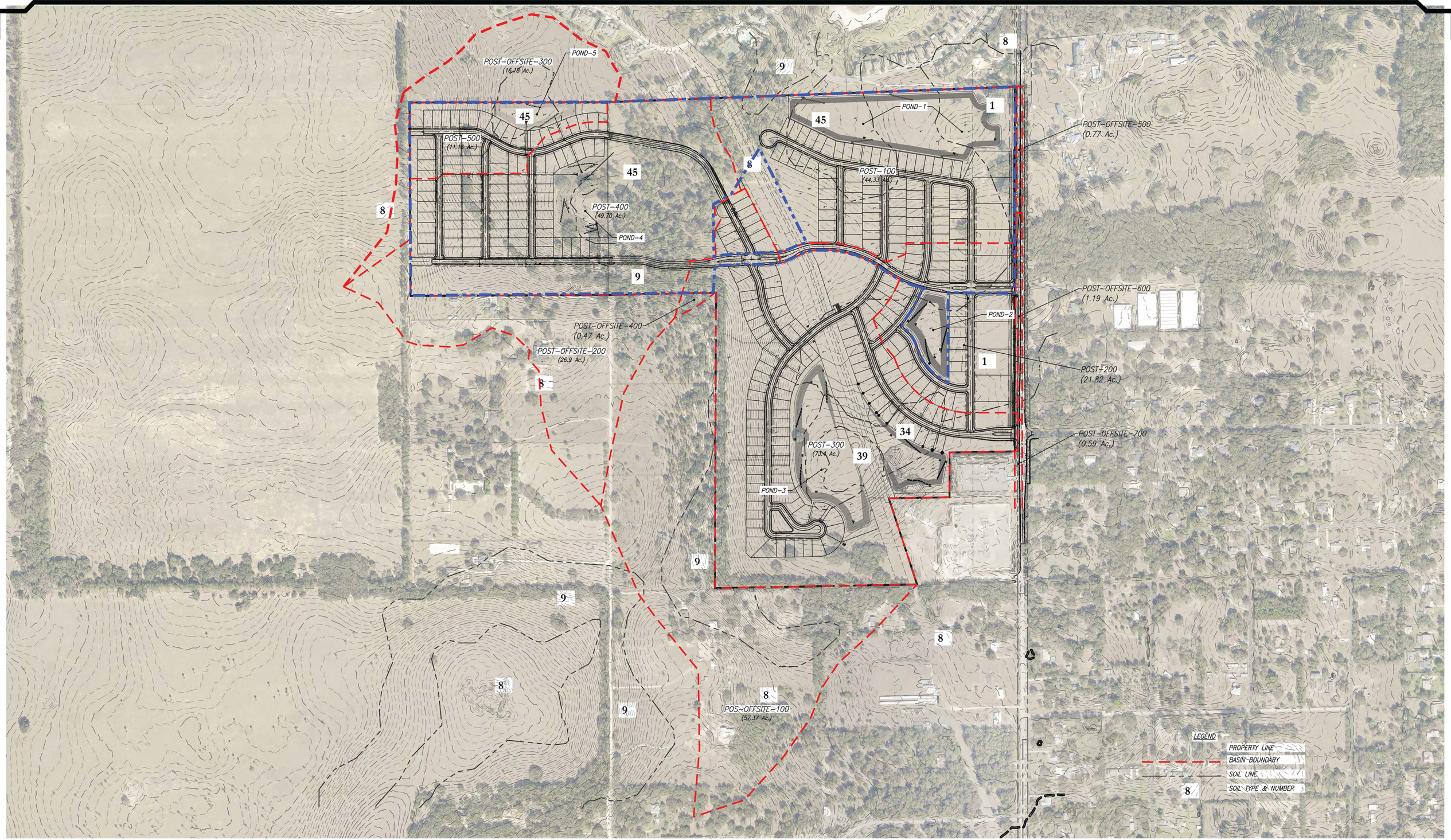
Feet

November 3, 2022
P & B Job No.: 20-123

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567




Post-Development Basin Map

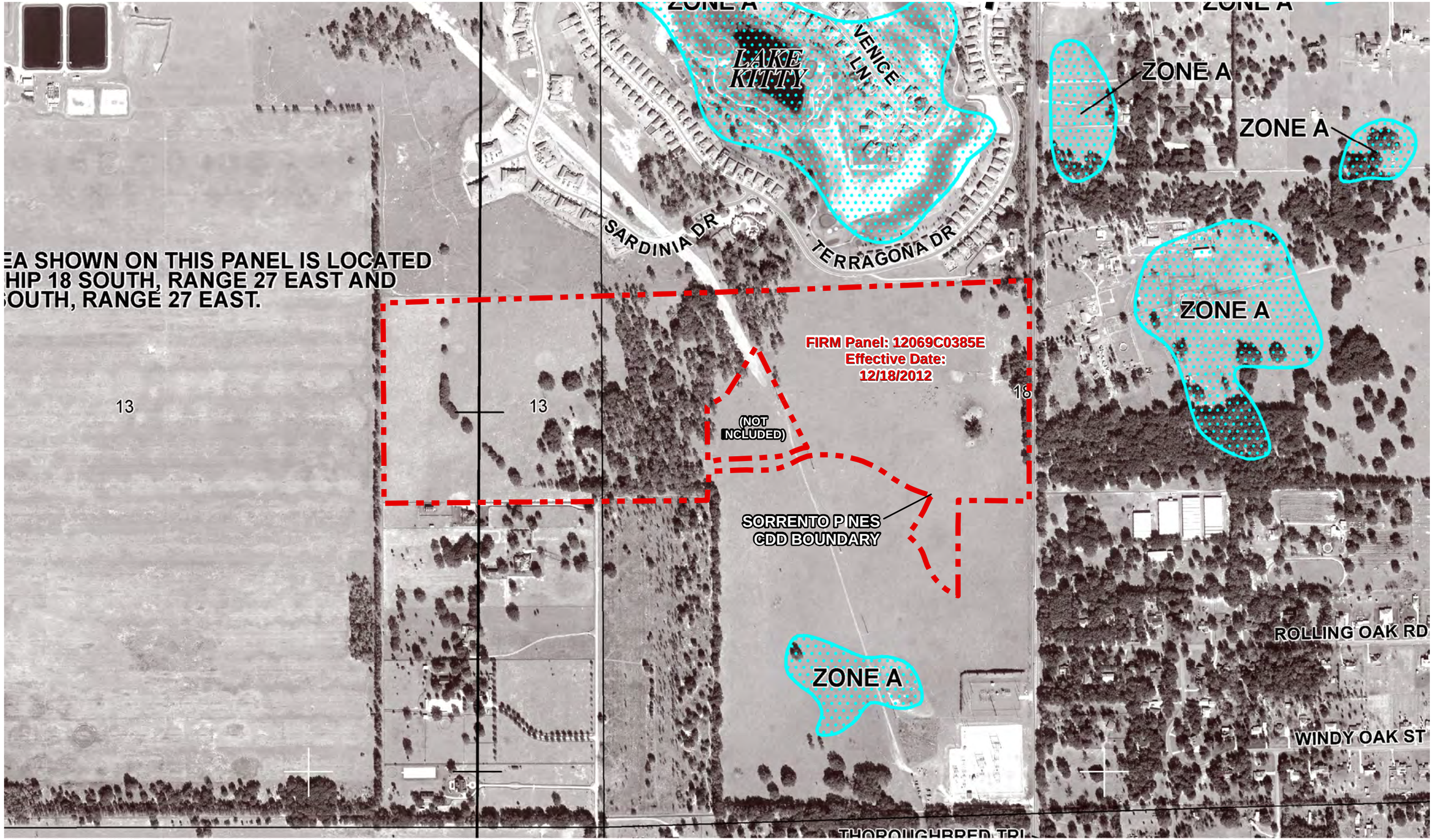
# Hewitt - Sorrento

March 9, 2022
P & B Job No.: 20-123

2602 E. Livingston St.
Orlando, Florida 32803- 407.487.2594
POULOS & BENNETT
www.poulosandbennett.com
Certificate of Authorization No. 28567

Exhibit 7

Z:\2020\20-123 GALVIN - SORRENTO PINES\CAD\EXH & FIGS\WMD\EXHIBIT 7 - POST-DEVELOPMENT BASIN MAP




SOURCE: Lake County, FL, FEMA

CDD Boundary

November 3, 2022
P & B Job No.: 20-123

FEMA Floodplains

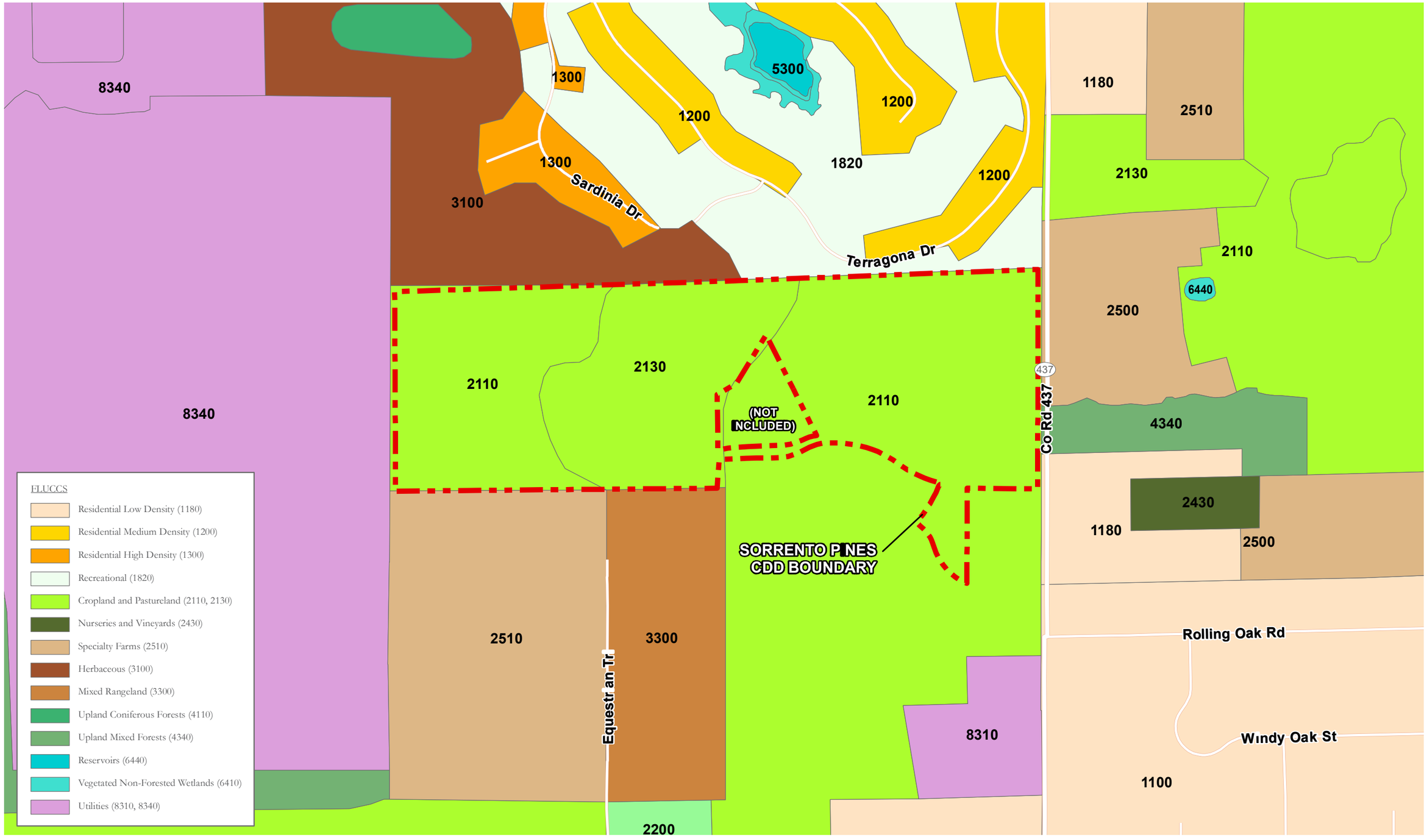
# Sorrento Pines - CDD Boundary

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

320 0 320 640
Feet




SOURCE: Lake County, FL, SFWMD

CDD Boundary

November 03, 2022
P & B Job No.: 20-123

Florida Land Use Cover and Forms Classification SYSTEM (FLUCCS)

# Sorrento Pines - CDD Boundary

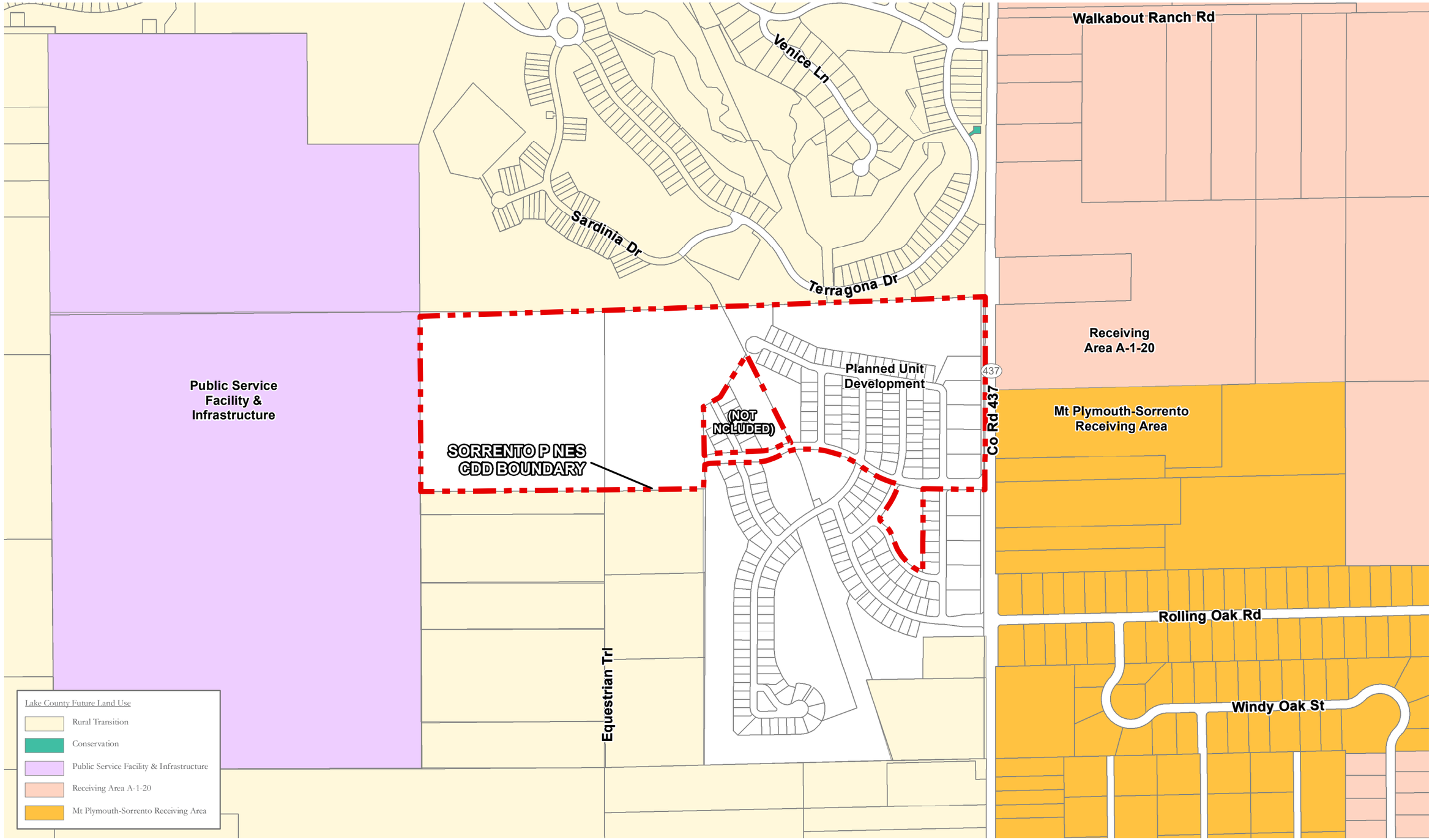
2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

N

320 0 320 640
Feet




SOURCE: Lake County, FL, FGDL

CDD Boundary

November 3, 2022
P & B Job No.: 20-123

Future Land Use

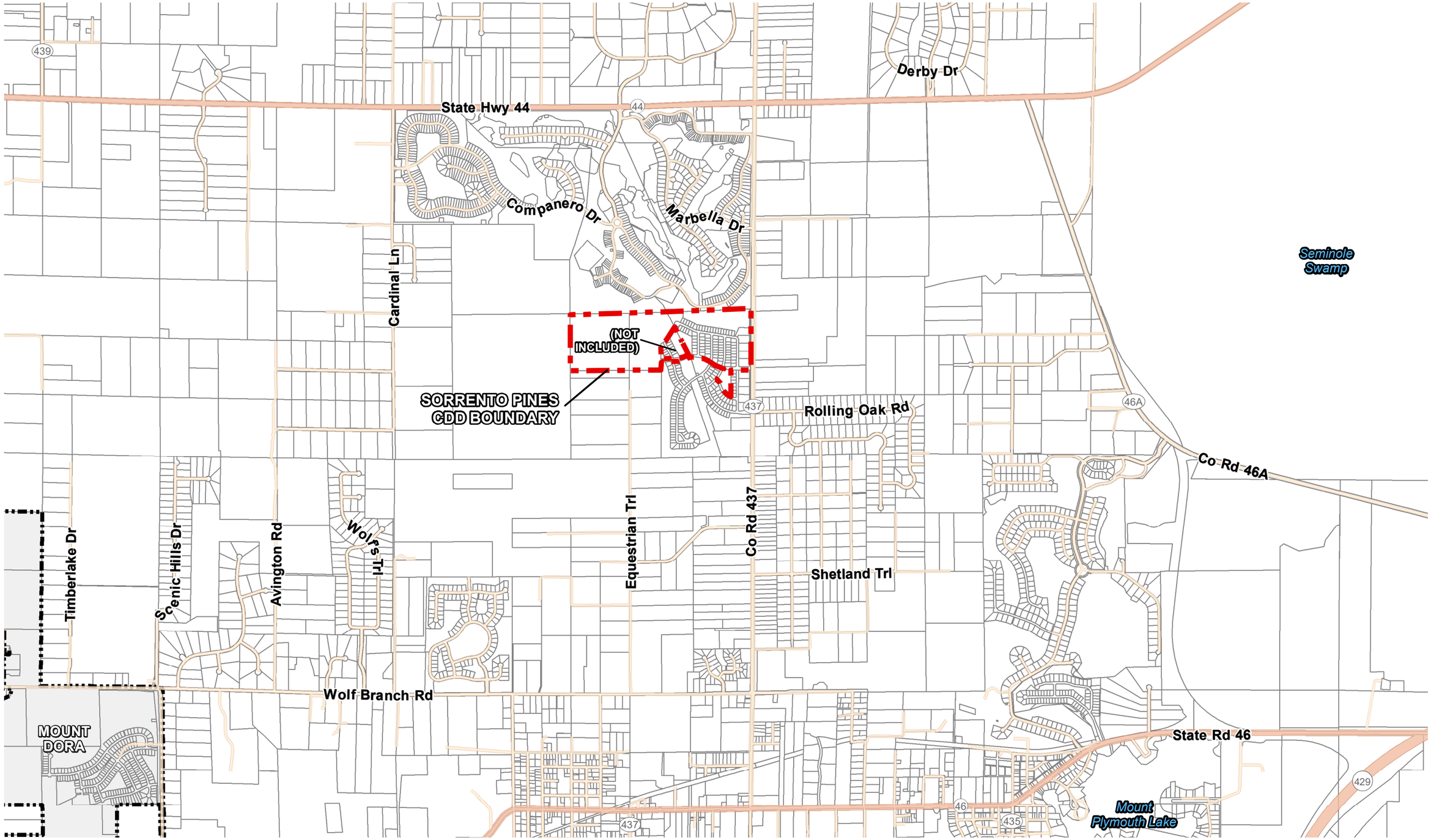
# Sorrento Pines - CDD Boundary

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

370 0 370 740
Feet




SOURCE: Lake County, FL, FGDL

CDD Boundary

November 3, 2022
P & B Job No.: 20-123

Location Map

# Sorrento Pines - CDD Boundary

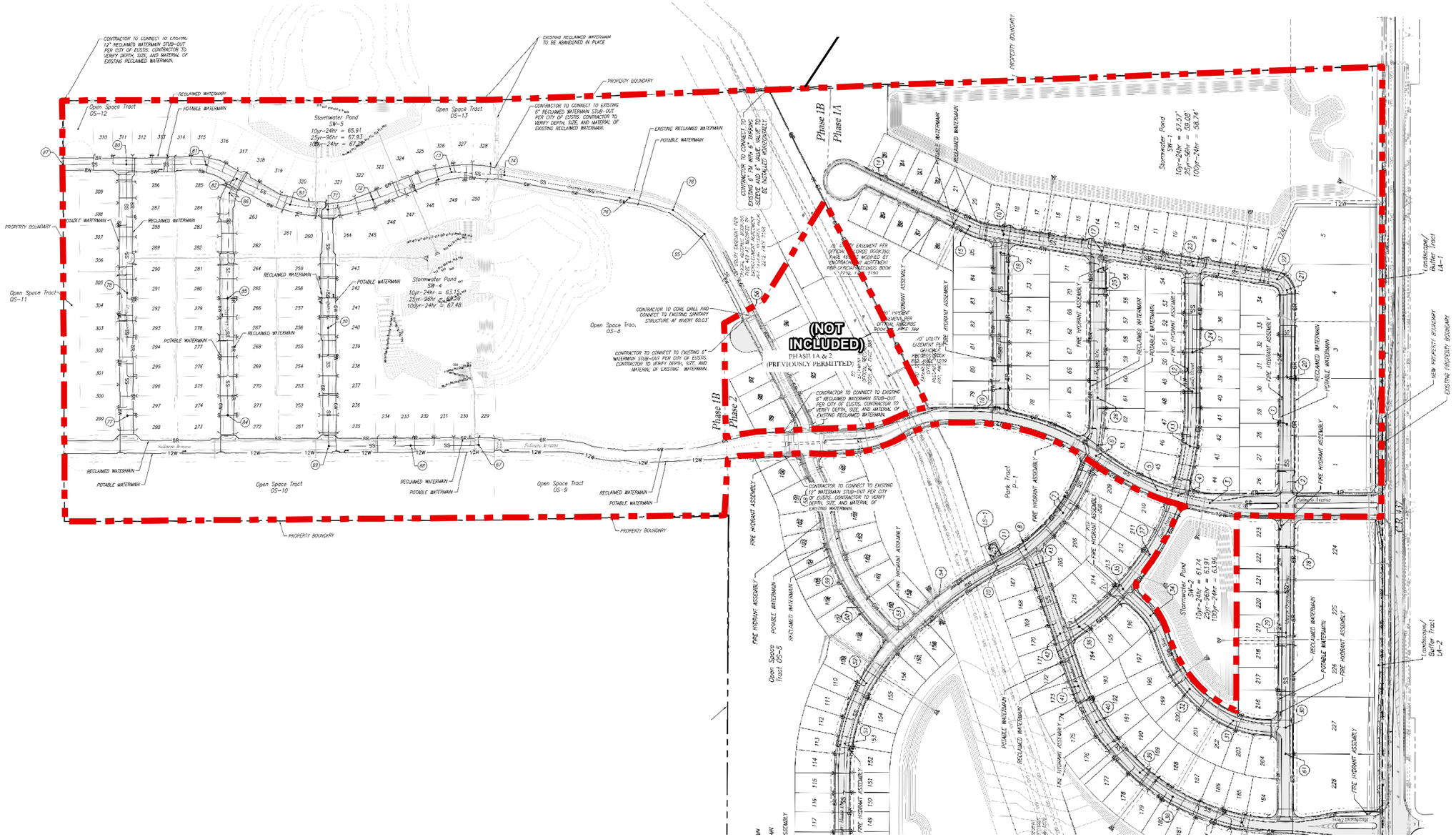
2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

N

0.25 0 0.25 0.5
Miles




Utitlites Map

# Sorrento Pines - CDD Boundary


2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594
POULOS & BENNETT
www.poulosandbennett.com
Certificate of Authorization No. 28567


November 3, 2022
P & B Job No.: 20-123

SOURCE: Lake County, FL, FGDL

CDD Boundary

Vicinity Map

# Sorrento Pines - CDD Boundary

0.25 0 0.25 0.5

Miles

November 3, 2022
P & B Job No.: 20-123

2602 E. Livingston Street
Orlando, FL 32803 Ph. 407-487-2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9E

# SORRENTO PINES
## COMMUNITY DEVELOPMENT DISTRICT

Master Special Assessment
Methodology Report

December 14, 2022

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

Table of Contents

**1.0 Introduction**
1.1 Purpose ..... 1
1.2 Scope of the Report ..... 1
1.3 Special Benefits and General Benefits ..... 1
1.4 Organization of the Report ..... 2

**2.0 Development Program**
2.1 Overview ..... 2
2.2 The Development Program ..... 2

**3.0 The Capital Improvement Plan**
3.1 Overview ..... 3
3.2 The CIP ..... 3

**4.0 Financing Program**
4.1 Overview ..... 3
4.2 Types of Bonds Proposed ..... 4

**5.0 Assessment Methodology**
5.1 Overview ..... 5
5.2 Benefit Allocation ..... 5
5.3 Assigning Debt ..... 7
5.4 Lienability Test: Special and Peculiar Benefit to the Property ..... 7
5.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay ..... 8
5.6 True-Up Mechanism ..... 8
5.7 Assessment Roll ..... 10
5.8 Additional Items Regarding Bond Assessment Imposition and Allocation ..... 11

**6.0 Additional Stipulations**
6.1 Overview ..... 12

**7.0 Appendix**
Table 1 ..... 13
Table 2 ..... 13
Table 3 ..... 14
Table 4 ..... 15
Table 5 ..... 15

# 1.0 Introduction

## 1.1 Purpose

This Master Special Assessment Methodology Report (the "Report") was developed to provide a financing plan and a special assessment methodology for the Sorrento Pines Community Development District (the “District”), located entirely within Lake County Florida, as related to funding the costs of public infrastructure improvements (the “Capital Improvement Plan” or “CIP”) contemplated to be provided by the District.

## 1.2 Scope of the Report

This Report presents the projections for financing the District's Capital Improvement Plan described in the Engineer’s Report developed by Poulos & Bennett (the “District Engineer”) and dated December 12, 2022 (the “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 the CIP.

## 1.3 Special Benefits and General Benefits

The public infrastructure improvements undertaken and funded by the District as part of the CIP create special and peculiar benefits, different in kind and degree general and incidental benefits to the public at large. However, as discussed within this 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 property owners of property outside the District will benefit from the provision of the CIP. However, these benefits are only incidental since the CIP is designed solely to provide special benefits peculiar to property within the District. Properties outside the District are not directly served by the CIP and do not depend upon the CIP to obtain or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries.

The CIP will provide public infrastructure improvements which are all necessary in order to make the lands within the District developable and saleable. The installation of such improvements will cause the

value of the developable and saleable lands within the District to increase by more than the sum of the financed cost of the individual components of the CIP. Even though the exact value of the benefits provided by the CIP is hard to estimate at this point, it is nevertheless greater than the costs associated with providing the same.

### 1.4 Organization of the 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 financing program for the District.

*Section Five* introduces the special assessment methodology for the District.

## 2.0 Development Program

### 2.1 Overview

The District will serve the Sorrento Pines development, a master planned residential development located entirely within Lake County Florida. The land within the District currently consists of approximately 49.561 +/- acres ("Assessment Area One") with an anticipated boundary amendment that would bring the total acreage to approximately 263.134 +/- acres (Post Boundary Amendment) and is generally located south of Terragona Drive, west of County Road 437, north of Integrity Way and east of undeveloped lands.

### 2.2 The Development Program

The development of Sorrento Pines is anticipated to be conducted by Galvin Land Services, LLC or an affiliated entity (the "Developer"). Based upon the information provided by the Developer and the District Engineer, the current development plan envisions 190 residential dwelling units to be developed within Assessment Area One with an additional 300 residential dwelling units to be developed in the boundary amendment parcel for a total of 490 residential dwelling units 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. Table 1 in the *Appendix* illustrates the development plan for Sorrento Pines.

## 3.0 The Capital Improvement Plan

### 3.1 Overview

The public infrastructure costs to be funded by the District are described by the District Engineer in the 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 The CIP

The public infrastructure improvements which are part of the CIP and are needed to serve the Development are projected to consist of improvements which will serve all of the lands in the District. The District, however, reserves the right to create distinct assessment areas to coincide with the phases of development such as Assessment Area One. The CIP will consist of soft costs, master earthwork related to roads/ public improvements, landscaping, irrigation, trails, play fields, lift station, entry monuments, tot lots, on-site roadways & alleyways (pavement, curb, & stormwater), on-site utilities (sewer, water, reclaimed water, forcemain), street lights, and off-site roadway improvements, the costs of which, along with contingencies and professional services, were estimated by the District Engineer at $11,296,040.08 for Assessment Area One and $24,274,842.17 at full buildout.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

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. Generally, construction of public improvements is either

funded by the Developer and then acquired by the District or funded directly by the District. As of the time of writing of this Report, the District will most likely acquire completed improvements from the Developer, although the District maintains the complete flexibility to either acquire the public infrastructure from the Developer or construct it, or even partly acquire it and partly construct it.

Even though the actual financing plan may change to include multiple series of bonds, it is likely that in order to fully fund costs of the CIP necessary for the development of Assessment Area One as described in *Section 3.2* in one financing transaction, the District would have to issue approximately $15,795,000 in par amount of special assessment bonds (the "Assessment Area One Bonds"). Similarly, it is likely that in order to fully fund costs of the CIP necessary for the development of the entire District after the anticipated boundary amendment as described in *Section 3.2* in one financing transaction, the District would have to issue approximately $33,545,000 in par amount of special assessment bonds (the "Post Boundary Amendment Bonds") (collectively the “Bonds”).

**Please note that the purpose of this Report is to allocate the benefit of the CIP to the various land uses in the District and based on such benefit allocation to apportion the maximum debt necessary to fund the CIP. The discussion of the structure and size of the indebtedness is based on various estimates and is subject to change.**

## 4.2 Types of Bonds Proposed

The proposed financing plan for the District provides for the issuance of the Assessment Area One Bonds in the approximate principal amount of $15,795,000 to finance approximately $11,296,040.08 in CIP costs related to Assessment Area One as well as the issuance of the Post Boundary Amendment Bonds in the approximate principal amount of $33,545,000 to finance approximately $24,274,842.17 in CIP costs related to the boundary amendment.

The Bonds as projected under this financing plan would be structured to be amortized in 30 annual installments following a 24-month capitalized interest period. Interest payments on the Bonds would be 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 improvement and other costs, the District would need to borrow more funds and incur indebtedness in the total amount of approximately $15,795,000 for Assessment Area One and

$33,545,000 for the full buildout. The difference is comprised of debt service reserve, capitalized interest, underwriter's discount and costs of issuance. Preliminary sources and uses of funding for the Bonds are presented in Table 3 in the *Appendix*.

**Please note that the structure of the Bonds as presented in this Report is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as for other reasons. The District maintains complete flexibility as to the structure of the Bonds and reserves the right to modify it as necessary.**

## 5.0 Assessment Methodology

### 5.1 Overview

The issuance of the Bonds provides the District with funds necessary to construct/acquire the infrastructure improvements which are part of the CIP outlined in *Section 3.2* and described in more detail by the District Engineer in the Engineer's Report. These improvements lead to special and general benefits, with special benefits accruing to the assessable properties within the boundaries of the District and general benefits accruing to areas outside the District but being only incidental in nature. The debt incurred in financing the public infrastructure will be secured by assessing properties that derive special and peculiar benefits from the CIP. All properties that receive special benefits from the CIP will be assessed for their fair share of the debt issued in order to finance all or a portion of the CIP.

### 5.2 Benefit Allocation

The most current development plan envisions 190 residential dwelling units to be developed within Assessment Area One with an additional 300 residential dwelling units to be developed in the boundary amendment parcel for a total of 490 residential dwelling units, although, unit numbers and land use types may change throughout the development period.

The public infrastructure improvements that comprise the CIP will serve and provide benefit to all land uses in the District and will comprise an interrelated system of improvements, which means all of improvements will serve the entire District and improvements will be interrelated such that they will reinforce one another.

By allowing for the land in the District to be developable, both the public infrastructure improvements that comprise the CIP and their combined benefit will be greater than the sum of their individual benefits. All of the land uses within the District will benefit from each infrastructure improvement category, as the improvements provide basic infrastructure to all land within the District and benefit all land within the District as an integrated system of improvements.

As stated previously, the public infrastructure improvements included in the CIP have a logical connection to the special and peculiar benefits received by the land within the District, as without such improvements, the development of the properties within the District would not be possible. Based upon the connection between the improvements and the special and peculiar benefits to the land within the District, the District can assign or allocate a portion of the District's debt through the imposition of non-ad valorem assessments, to the land 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 cost of, or the actual non-ad valorem assessment amount levied on that parcel.

The benefit associated with the CIP of the District is proposed to be allocated to the different unit types within the District in proportion to the density of development and intensity of use of the 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 the District based on the relative density of development and the intensity of use of master infrastructure, the total ERU counts for each unit type, and the share of the benefit received by each unit type.

The rationale behind different ERU weights is supported by the fact that generally and on average smaller units, such as townhomes, will use and benefit from the District's improvements less than larger units, such as single-family units, as for instance, generally and on average smaller units or units produce less storm water runoff, may produce fewer vehicular trips, and may need less water/sewer capacity than larger units. Additionally, the value of the larger units is likely to appreciate by more in terms of dollars than that of the smaller units as a result of the implementation of the CIP. 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 the different unit types from the District's improvements.

Table 5 in the *Appendix* presents the apportionment of the assessment associated with funding Assessment Area One of the District's CIP (the "Assessment Area One Bond Assessments") as well as the District at full buildout (the "Post Boundary Amendment Bond Assessments") (collectively the "Bond Assessments") in accordance with the ERU benefit allocation method presented in Table 4. Table 5 also presents the annual levels of the projected annual debt service assessments per unit for both Assessment Area One as well as Post Boundary Amendment.

## 5.3 Assigning Debt

The Assessment Area One Bond Assessments associated with repayment of the Bonds will initially be levied on all of the gross acres of land currently in the District. Consequently, the Bond Assessments will initially be levied on approximately 49.561 +/- gross acres on an equal pro-rata gross acre basis and thus the total bonded debt in the amount of $15,795,000 will be preliminarily levied on approximately 49.561 +/- gross acres at a rate of $318,698.17 per acre. After the boundary amendment is completed, the total bonded debt in the amount of $33,545,000 will be levied on approximately 263.134 +/- gross acres at a rate of $127,482.58 per acre.

As the land is platted, the Bond Assessments will be allocated to each platted parcel on a first platted-first assigned basis based on the planned use for that platted parcel as reflected in Table 5 in the *Appendix*. Such allocation of Bond Assessments to platted parcels will reduce the amount of Bond Assessments levied on unplatted gross acres within the District.

Further, to the extent that any residential land which has not been platted is sold to another developer or builder, the Bond Assessments will be assigned to such parcel at the time of the sale based upon the development rights associated with such parcel that are transferred from seller to buyer. The District shall provide an estoppel or similar document to the buyer evidencing the amount of Bond Assessments transferred at sale.

## 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 District create special and peculiar benefits to certain properties

within the District. The District's improvements benefit assessable properties within the District and accrue to all such assessable properties on an ERU basis.

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 public infrastructure improvements which are part of the CIP make the land in the District developable and saleable and when implemented jointly as parts of the CIP, 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 Bond Assessments is fair and reasonable because it was conducted on the basis of consistent application of the methodology described in *Section 5.2* across all assessable property within the District according to reasonable estimates of the special and peculiar benefits derived from the CIP by different unit types.

## 5.6 True-Up Mechanism

The District's assessment program is predicated on the development of lots in a manner sufficient to include all of the planned Equivalent Residential Units ("ERUs") as set forth in Table 1 in the Appendix ("Development Plan"). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-

approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for a "true-up" review as follows:

a. If a Proposed Plat results in the same amount of ERUs (and thus Debt Assessments) able to be imposed on the "Remaining Unplatted Lands" (i.e., those remaining unplatted lands after the Proposed Plat is recorded) as compared to what was originally contemplated under the Development Plan, then the District shall allocate the Debt Assessments to the product types being platted and the remaining property in accordance with this Report, and cause the Debt Assessments to be recorded in the District's Improvement Lien Book.

b. If a Proposed Plat results in a greater amount of ERUs (and thus Debt Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District may undertake a pro rata reduction of Debt Assessments for all assessed properties within the Property, or may otherwise address such net decrease as permitted by law.

c. If a Proposed Plat results in a lower amount of ERUs (and thus Debt Assessments) able to be imposed on the Remaining Unplatted Lands as compared to what was originally contemplated under the Development Plan, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the difference between: (i) the Debt Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Debt Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.).[1]

With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer, District Counsel and District Bond Counsel, shall determine in his or her sole discretion what amount of ERUs (and thus Debt Assessments) are able to be imposed on the Remaining Unplatted Lands, taking into account a Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the development, b) the revised, overall

[1] For example, if the first platting includes 170 Single Family 60' lots, which equates to a total allocation of $14,132,368.42 in Bond Assessments, then the remaining unplatted land would be required to absorb 20 Single Family 60' lots, which equates to $1,662,631.58 in Bond Assessments. If the remaining unplatted land would only be able to absorb 10 instead of 20 Single Family 60' lots or $831,315.79 in Bond Assessments, then a true-up, payable by the owner of the unplatted land, would be due in the amount of $831,315.79 in Bond Assessments plus applicable accrued interest to the extent described in this Section.

development plan showing the number and type of units reasonably planned for the development, c) proof of the amount of entitlements for the Remaining Unplatted Lands, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. 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 Plat, 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 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 Debt 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 provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Debt Assessments shall become due and payable and must be paid prior to the District's approval of that 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 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

The Bond Assessments of $15,795,000 are proposed to be levied over the area described in Exhibit "A". Excluding any capitalized interest period, debt service assessments shall be paid in thirty (30) annual principal installments.

## 5.8 Additional Items Regarding Bond Assessment Imposition and Allocation

This master assessment allocation methodology is intended to establish the necessary benefit and fair and reasonable allocation findings for a master assessment lien, which may give rise to one or more individual assessment liens relating to individual bond issuances necessary to fund all or a portion of the project(s) referenced herein comprising the CIP. All such liens shall be within the benefit limits established herein and using the allocation methodology described herein, and shall be described in one or more supplemental reports.

As noted herein, the CIP functions as a system of improvements. Among other implications, this means that proceeds from any particular bond issuance can be used to fund improvements within any benefitted property or designated assessment area within the District, regardless of where the Bond Assessments are levied, provided that Bond Assessments are fairly and reasonably allocated across all benefitted properties.

As set forth in any supplemental report, and for any particular bond issuance, the Developer may opt to "buy down" the Bond Assessments on particular product types and/or lands using a contribution of cash, infrastructure or other consideration, and in order for Bond Assessments to reach certain target levels. Note that any "true-up," as described herein, may require a payment to satisfy "true-up" obligations as well as additional contributions to maintain such target assessment levels. Any amounts contributed by the Developer to pay down Bond Assessment will not be eligible for "deferred costs," if any are provided for in connection with any particular bond issuance.

No Bond Assessments are allocated herein to any public or private amenities or other common areas planned for the development. Such amenities and common areas will be owned and operated by the District and/or master homeowners' association. If owned by a homeowners' association, the amenities will be considered a common element for the exclusive benefit of property owners. Alternatively, if owned by the District, the amenities will be available for use by the public, subject to the District's rules and policies. Accordingly, any benefit to the amenities and common areas flows directly to the benefit of all property in the District. As such, no Bond Assessments will be assigned to the amenities and common areas.

In the event that the CIP is not completed, required contributions are not made, additional benefitted lands are added to the District and/or assessment area(s), or under certain other circumstances, the District may elect to reallocate the Bond Assessments, and the District expressly reserves the right to do so, provided however that any such reallocation shall not be construed to relieve any party of contractual or other obligations to the District.

## 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 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.**

## 7.0 Appendix

**Table 1**

# Sorrento Pines

### Community Development District

**Development Plan**

| Product Type | Assessment Area One - Units | Boundary Amendment Parcel - Units | Total Number of Units |
|---|---|---|---|
| SF 60' | 190 | 300 | 490 |
| **Total** | | | **490** |

**Table 2**

# Sorrento Pines

### Community Development District

**Project Costs**

| Improvement | Assessment Area One Costs | Boundary Amendment Parcel Costs | Total Costs |
|---|---|---|---|
| Soft Costs (10%) | $903,683.21 | $1,038,304.17 | $1,941,987.38 |
| Master Earthwork related to roads/ public improvements | $358,696.75 | $600,000.00 | $958,696.75 |
| Landscaping, Irrigation, Trails, Play Fields | $388,857.77 | $574,500.00 | $963,357.77 |
| Lift Station | $260,686.36 | $350,000.00 | $610,686.36 |
| Entry Monuments | $356,784.90 | $0.00 | $356,784.90 |
| Tot Lot | $70,000.00 | $70,000.00 | $140,000.00 |
| On-site Roadways & Alleys (Pavement, Curb, & Stormwater) | $3,347,588.26 | $5,678,750.00 | $9,026,338.26 |
| On-site Utilities (Sewer, Water, Reclaimed Water, Forcemain) | $2,975,084.33 | $2,839,375.00 | $5,814,459.33 |
| Street Lights | $317,533.33 | $270,416.67 | $587,950.00 |
| Off-site Roadway Improvements | $961,600.36 | $0.00 | $961,600.36 |
| Contingency (15%) | $1,355,524.81 | $1,557,456.25 | $2,912,981.06 |
| **Total** | **$11,296,040.08** | **$12,978,802.09** | **$24,274,842.17** |

**Table 3**

# Sorrento Pines

## Community Development District

**Preliminary Sources and Uses of Funds - Assessment Area One**

| | |
|---|---|
| **Sources** | |
| Bond Proceeds: | |
| Par Amount | $15,795,000.00 |
| **Total Sources** | **$15,795,000.00** |
| | |
| **Uses** | |
| Project Fund Deposits: | |
| Project Fund | $11,296,040.08 |
| | |
| Other Fund Deposits: | |
| Debt Service Reserve Fund | $1,403,029.31 |
| Capitalized Interest Fund | $2,527,200.00 |
| | |
| Delivery Date Expenses: | |
| Costs of Issuance | $565,900.00 |
| Rounding | $2,830.61 |
| **Total Uses** | **$15,795,000.00** |

**Preliminary Sources and Uses of Funds - Post Boundary Amendment**

| | |
|---|---|
| **Sources** | |
| Bond Proceeds: | |
| Par Amount | $33,545,000.00 |
| **Total Sources** | **$33,545,000.00** |
| | |
| **Uses** | |
| Project Fund Deposits: | |
| Project Fund | $24,274,842.17 |
| | |
| Other Fund Deposits: | |
| Debt Service Reserve Fund | $2,979,716.25 |
| Capitalized Interest Fund | $5,367,200.00 |
| | |
| Delivery Date Expenses: | |
| Costs of Issuance | $920,900.00 |
| Rounding | $2,341.58 |
| **Total Uses** | **$33,545,000.00** |

**Table 4**

# Sorrento Pines

## Community Development District

**Benefit Allocation - Assessment Area One**

| Product Type | Assessment Area One - Units | ERU Weight | Total ERU |
|---|---|---|---|
| SF 60' | 190 | 1.00 | 190.00 |
| **Total** | **190** | | **190.00** |

**Benefit Allocation - Post Boundary Amendment**

| Product Type | Total Number of Units | ERU Weight | Total ERU |
|---|---|---|---|
| SF 60' | 490 | 1.00 | 490.00 |
| **Total** | **490** | | **490.00** |

**Table 5**

# Sorrento Pines

## Community Development District

**Bond Assessments Apportionment - Assessment Area One**

| Product Type | Assessment Area One - Units | Total Cost Allocation* | Total Assessment Area One Bond Assessments Apportionment | Assessment Area One Bond Assessments Apportionment per Unit | Assessment Area One Annual Debt Service Payment per Unit** |
|---|---|---|---|---|---|
| SF 60' | 190 | $11,296,040.08 | $15,795,000.00 | $83,131.58 | $7,855.71 |
| **Total** | **190** | **$11,296,040.08** | **$15,795,000.00** | | |

**Bond Assessments Apportionment - Post Boundary Amendment**

| Product Type | Total Number of Units | Total Cost Allocation* | Total Post Boundary Amentdment Bond Assessments Apportionment | Post Boundary Amendment Bond Assessments Apportionment per Unit | Post Boundary Amendment Annual Debt Service Payment per Unit** |
|---|---|---|---|---|---|
| SF 60' | 490 | $24,274,842.17 | $33,545,000.00 | $68,459.18 | $6,469.21 |
| **Total** | **490** | **$24,274,842.17** | **$33,545,000.00** | | |

* 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 2% (subject to change) and an early collection discount allowance estimated at 4% (subject to change)

# Exhibit “A”

Assessment Area One Bond Assessments in the total estimated amount of $ 15,795,000 are proposed to be levied uniformly over the area described below:

*A portion of Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:*

*Commence at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet to the POINT OF BEGINNING; thence continue North 87°49'27" East, 0.59 feet to Southwest corner of Sorrento Hills, Phases 1 and 2, as recorded in Plat Book 48, Pages 4 through 15, Public Records of Lake County, Florida; thence continue North 87°49'27" East, along the South line of said Sorrento Hills, Phases 1 and 2, a distance of 1893.13 feet to the East line of the West 1/2 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence departing said South line run South 00°11'36" West along said East line, 1386.99 feet; thence departing said East line run South 89°32'15" West, 300.11 feet; thence North 00°11'42" East, 4.88 feet; thence South 89°24'07" West, 61.42 feet to the beginning of a tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 87°56'06" West, a chord length of 83.63 feet; thence run along the arc of said curve through a central angle of 05°19'34" an arc length of 83.66 feet; thence South 00°11'42" West, 600.75 feet to the beginning of a non-tangent curve concave Northerly having a radius of 275.00 feet, a chord bearing of North 64°01'04" West, a chord length of 55.43 feet; thence run along the arc of said curve through a central angle of 11°34'03" an arc length of 55.52 feet to the beginning of a compound curve concave Northerly having a radius of 360.00 feet, a chord bearing of North 47°10'40" West, a chord length of 138.08 feet; thence run along the arc of said curve through a central angle of 22°06'46" an arc length of 138.94 feet to the beginning of a compound curve concave Easterly having a radius of 385.00 feet, a chord bearing of North 27°33'21" West, a chord length of 114.69 feet; thence run along the arc of said curve through a central angle of 17°07'53" an arc length of 115.12 feet to a point of tangency; thence North 18°59'24" West, 34.53 feet to the beginning of a tangent curve concave Westerly having a radius of 225.00 feet, a chord bearing of North 33°22'43" West, a chord length of 111.82 feet; thence run along the arc of said curve through a central angle of 28°46'38" an arc length of 113.01 feet to a point of tangency; thence North 47°46'02" West, 32.06 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of North 04°25'26" West, a chord length of 34.32 feet; thence run along the arc of said curve through a central angle of 86°41'11" an arc length of 37.82 feet to the beginning of a reverse curve concave Westerly having a radius of 840.00 feet, a chord bearing of North 30°33'55" East, a chord length of 244.08 feet; thence run along the arc of said curve through a central angle of 16°42'27" an arc length of 244.95 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 63°22'37" East, a chord length of 32.91 feet; thence run along the arc of said curve through a central angle of 82°19'50" an arc length of 35.92 feet to the beginning of a non-tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 74°00'33" West, a chord length of 45.50 feet; thence run along the arc of said curve through a central angle of 02°53'50" an arc length of 45.51 feet to the beginning of a non-tangent curve concave Northerly having a radius of 765.00 feet, a chord bearing of North 63°50'56" West, a chord length of 273.52 feet; thence run along the arc of said curve through a central angle of 20°35'47" an arc length of 275.00 feet to the beginning of a reverse curve concave Southerly having a radius of 650.00 feet, a chord bearing of North 71°40'40" West, a chord length of 404.47 feet; thence run along the arc of said curve through a central angle of 36°15'16" an arc length of 411.29 feet to a point of tangency; thence North 89°48'18" West, 56.21 feet to the beginning of a tangent curve concave Southerly having a radius of 250.00 feet, a chord bearing of South 76°29'41" West, a chord length of 118.40 feet; thence run along the arc of said curve through a central angle of 27°23'42" an arc length of 119.53 feet to a point of tangency; thence South 62°48'00" West, 62.44 feet to the beginning of a tangent curve concave Northerly having a radius of 350.00 feet, a chord bearing of South 76°21'20" West, a chord length of 164.07 feet; thence run along the arc of said curve through a central angle of 27°06'40" an arc length of 165.61 feet to a point of non-tangency; thence South 87°07'23" West, 50.01 feet; thence South 87°19'29" West, 104.39 feet; thence South 87°06'06" West, 202.27 feet; thence North 05°26'12" West, 66.93 feet; to the beginning of a non-tangent curve concave Southerly having a radius of 785.44 feet, a chord bearing of North 80°15'37" East, a chord length of 97.60 feet; thence run along the arc of said curve through a central angle of 07°07'28" an arc length of 97.67 feet to a point of non-tangency; thence North 87°06'06" East, 93.80 feet; thence North 87°22'09" East, 105.11 feet; thence North 87°22'48" East, 114.50 feet to the beginning of a tangent curve concave Northerly having a radius of 300.00 feet, a chord bearing of North 75°14'10" East, a chord length of 126.22 feet; thence run along the arc of said curve through a central angle of 24°17'17" an arc length of 127.17 feet to the beginning of a reverse curve concave Southerly having a radius of 300.00 feet, a chord bearing of North 72°20'22" East, a chord length of 96.42 feet; thence run along the arc of said curve through a central angle of 18°29'42" an arc length of 96.84 feet; thence North 26°42'59" West, 329.97 feet; thence North 26°43'24" West, 470.89; thence North 26°42'35" West, 293.14 feet to the POINT OF BEGINNING.*

*Containing 49.561 acres, more or less.*

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9F

**RESOLUTION 2023-25**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS,** the Sorrento Pines Community Development District ("**District**") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*; and

**WHEREAS**, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

**WHEREAS**, the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the portion of the infrastructure improvements comprising the District's overall capital improvement plan as described in the *Engineer's Report*, dated _____ ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

**WHEREAS,** it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Methodology Report*, dated _____, which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District Records Office**");

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of and plans and specifications for the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

**A.** The total estimated cost of the Project is **$_____** ("**Estimated Cost**").

**B.** The Assessments will defray approximately **$_____**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **$_____** per year, again as set forth in **Exhibit B**.

**C.** The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a "master" lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED**. The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the District Records Office, an assessment plat showing the area to be assessed with certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method

of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

| **NOTICE OF PUBLIC HEARINGS** | |
|---|---|
| DATE: | |
| TIME: | |
| LOCATION: | |

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

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

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within Lake County and to provide such other notice as may be required by law or desired in the best interests of the District.

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

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

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

**PASSED AND ADOPTED** this 14th day of December, 2022.

ATTEST:

**SORRENTO PINES**
**COMMUNITY DEVELOPMENT DISTRICT**

_____
Secretary/Assistant Secretary

_____
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** *Engineer's Report*, dated _____
**Exhibit B:** *Master Special Assessment Methodology Report*, dated _____

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

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

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 9G

**RESOLUTION NO. 2023-26**

**AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $33,545,000 AGGREGATE PRINCIPAL AMOUNT OF SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES TO PAY ALL OR A PORTION OF THE COSTS OF THE PLANNING, FINANCING, CONSTRUCTION AND/OR ACQUISITION OF PUBLIC INFRASTRUCTURE IMPROVEMENTS INCLUDING, BUT NOT LIMITED TO ENTRY FEATURES AND SIGNAGE, STORMWATER FACILITIES, WATER AND SEWER FACILITIES, RECREATION FACILITIES AND ROAD CONSTRUCTION, AND ASSOCIATED PROFESSIONAL FEES AND INCIDENTAL COSTS RELATED THERETO PURSUANT TO CHAPTER 190, FLORIDA STATUTES, AS AMENDED; APPOINTING A TRUSTEE; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT, LAKE COUNTY, FLORIDA, OR THE STATE OF FLORIDA OR OF ANY POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE IMPROVEMENTS AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.**

**WHEREAS,** Sorrento Pines Community Development District (the "District") is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act") and created by Ordinance No. 2022-54 enacted by Lake County, Florida (the "County"), which became effective on December 12, 2022;

**WHEREAS,** the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the planning, financing, construction and/or acquisition of public infrastructure improvements including, but not limited to, entry features and signage, stormwater facilities, water and sewer facilities, recreation facilities, street lighting, and road construction, offsite improvements and associated professional fees and incidental costs related thereto pursuant to the Act (the "Project"), as set forth in **Schedule I** attached hereto; and

**WHEREAS,** the District desires to authorize the issuance, in one or more series, of not to exceed $33,545,000 aggregate principal amount of its Sorrento Pines Community Development District Special Assessment Bonds (collectively, the "Bonds"), in order to pay all or a portion of the costs of the planning, financing, acquisition, construction, equipping and installation of the Project; and

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

**WHEREAS,** authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically the Act, to issue the Bonds; and

**WHEREAS,** the District desires to appoint a trustee for the Bonds; and

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

**NOW, THEREFORE, BE IT RESOLVED** by Sorrento Pines Community Development District , as follows:

**Section 1. Definitions.** Capitalized terms used herein without definitions shall have the meanings assigned thereto in the Indenture described and defined in Section 5 hereof, the form of which is set out as Exhibit A attached hereto, unless the context otherwise clearly requires.

**Section 2. Authorization of Bonds.** The District hereby authorizes the issuance of not to exceed $33,545,000 aggregate principal amount of the Bonds (excluding any refunding Bonds issued as provided in the Indenture) in one or more series to pay all or a portion of the costs of the planning, financing, acquisition, construction, reconstruction, equipping and installation of the Project. Pursuant to Section 190.016(1), Florida Statutes, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

**Section 3. Certain Details of the Bonds.** The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of the County, or the State of Florida (the "State"), or of any political subdivision thereof, but shall be payable solely from the Pledged Revenues designated for the Bonds, including Special Assessments levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the County, or the State, nor of any political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, as provided in Section 190.016(1), Florida Statutes, each series to be in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of all series of Bonds (excluding refunding Bonds, as described in the Indenture) issued may not exceed $33,545,000;

(ii) be issued in fully registered form in such principal denominations of $5,000 if the Bonds bear an investment grade rating by a nationally recognized rating agency, and otherwise, initially in principal amounts of $100,000 and any integral multiple of $5,000 in excess thereof, and thereafter, in denominations of $5,000 or any integral multiple thereof;

(iii) be secured and payable from the Pledged Revenues, as provided in the Indenture and any supplement thereto (a "Supplemental Indenture") and the resolution of the District relating to such series of Bonds;

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

(v) be payable in not more than the maximum number of annual installments allowed by law (currently thirty (30) annual installments of principal); and

(vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of the Bonds.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to, as supplemented from time to time, or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture and a Supplemental Indenture.

Prior to the issuance and delivery of any series of Bonds (other than refunding Bonds), the District shall have undertaken and, to the extent then required under applicable law and the Supplemental Indenture for a particular series, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more

specifically required and provided for by the Act and Chapters 170 and 190, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

**Section 4. Designation of Attesting Members.** The Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Secretary's absence or inability to act, any Assistant Secretary of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

**Section 5. Authorization of Execution and Delivery of Master Trust Indenture.** The District does hereby authorize and approve the execution by the Chairman, Vice-Chairman or any Designated Member and the delivery of a Master Trust Indenture (the "Indenture") for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this resolution (the "Trustee"). The Indenture shall provide, among other things, for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the form attached hereto as Exhibit A and is hereby approved, with such changes therein as shall be approved by the Chairman, Vice Chairman or Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

**Section 6. Sale of Bonds.** Pursuant to the provisions of Section 190.016(1), Florida Statutes, the Bonds may be issued in one or more series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing the costs of all or a portion of the Project and may be sold at public or private sale, after such advertisement, if any, as the Board may deem advisable but not in any event at less than ninety percent (90%) of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

**Section 7. Appointment of Trustee.** The District does hereby appoint U.S. Bank Trust Company, National Association, as Trustee under the Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Indenture.

**Section 8. Bond Validation.** District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Fifth Judicial Circuit of the State of Florida, in and for Lake County, Florida, for validation of the Bonds and the proceedings incident thereto to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The Chairman or Vice-Chairman or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District, and the District's financial advisor are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

**Section 9. Authorization and Ratification of Prior and Subsequent Acts.** The members of the Board, the officers of the District, and the agents and employees of the District,

are hereby authorized and directed to do all such acts and things and to execute all such documents, including, without limitation, the execution and delivery of any closing documents, as may be necessary to carry out and comply with the provisions of this resolution and the Indenture, and all of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

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

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

**Section 12. Open Meetings.** It is hereby found and determined that all acts of the Board concerning and relating to adoption of this Resolution were taken in open meetings of the Board and all deliberations of the Board that resulted in such official acts were in meetings open to the public in compliance with all legal requirements, including, but not limited to, the requirements of Section 286.011, Florida Statutes.

**Section 13. Effective Date.** This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK –
SIGNATURE PAGE FOLLOWS]

**PASSED** in Public Session of the Board of Supervisors of Sorrento Pines Community Development District this 14th day of December, 2022.

Attest:

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Chairperson, Board of Supervisors

_____
Secretary/Assistant Secretary
Board of Supervisors

# SCHEDULE I

## DESCRIPTION OF THE PROJECT AND SUMMARY OF OPINION OF PROBABLE COSTS

The Project includes the planning, financing, acquisition, construction, reconstruction, equipping and installation of the following public infrastructure improvements and associated professional fees and incidental costs related thereto pursuant to Chapter 190, Florida Statutes, as amended, including, without limitation, the items listed below, all of which is described in more detail in the Engineer's Report prepared for the Board of Supervisors Sorrento Pines Community Development District, dated December 12, 2022, prepared by Poulos & Bennett, LLC:

Sorrento Pines CDD

Order of Magnitude Cost Opinion

Date: 12/8/2022

Revision #

P&B # 20-123

| Master Infrastructure Costs | Quantity | Unit | Unit Cost | Phase 1A | Phase 1B | Boundary Amendment Parcel | Total Cost | Final Owner | Maintenance Entity |
|---|---|---|---|---|---|---|---|---|---|
| Soft Costs (10%)* | 1 | LS | 10% | $ 469,060.20 | $ 434,623.01 | $ 1,038,304.17 | $ 1,941,987.37 | | |
| Master Earthwork related to roads/public improvements | 1 | LS | | $ 180,000.00 | $ 178,696.75 | $ 600,000.00 | $ 958,696.75 | CDD/HOA | CDD/HOA |
| Landscaping, Irrigation, Trails, Play Fields | 1 | LS | | $ 188,857.77 | $ 200,000.00 | $ 574,500.00 | $ 963,357.77 | CDD/HOA | CDD/HOA |
| Lift Station | 1 | EA | | $ 260,686.36 | $ - | $ 350,000.00 | $ 610,686.36 | City | City |
| Entry Monuments | 1 | LS | | $ 356,784.90 | $ - | $ - | $ 356,784.90 | CDD/HOA | CDD/HOA |
| Tot Lot | 1 | LS | | $ 70,000.00 | $ - | $ 70,000.00 | $ 140,000.00 | CDD/HOA | CDD/HOA |
| On-site Roads & Alleys (pavement, curb) & stormsewer | 1 | LS | | $ 1,597,588.26 | $ 1,750,000.00 | $ 5,678,750.00 | $ 9,026,338.26 | CDD/HOA | CDD/HOA |
| Onsite Utilities (sewer, water, reclaimed water, forcemain) | 1 | LS | | $ 1,475,084.33 | $ 1,500,000.00 | $ 2,839,375.00 | $ 5,814,459.33 | CDD/City | CDD/City |
| Street Lights | 1 | EA | 2500 | $ 200,000.00 | $ 117,533.33 | $ 270,416.67 | $ 587,950.00 | CDD/HOA | CDD/HOA |
| Offsite Roadway Improvements | 1 | LS | | $ 361,600.36 | $ 600,000.00 | $ - | $ 961,600.36 | County | County |
| Contingency (15%) | 1 | LS | 15% | $ 703,590.30 | $ 651,934.51 | $ 1,557,456.25 | $ 2,912,981.06 | | |
| **Master Infrastructure Costs** | **Total** | | | **$ 5,863,252.47** | **$ 5,432,787.60** | **$ 12,978,802.08** | **$ 24,274,842.16** | | |

This Order of Magnitude Cost Opinion has been put together using the Sorrento Pines site plan dated April 2022

Cost to include contractor mobilization, layout, survey, asbuilts and associated costs with starting, progressing and finalizing the project. Nominal wetland mitigation costs are included. No remediation costs are included. No bridges are anticipated or included. No right-of-way acquisition costs are included.

Development costs to include Storm Water Collection System, Ponds, Road Construction (Sub-base, Base & Asphalt) and Multi-Use Paths / Sidewalks, gravity sewer, potable water and reclaimed water, forcemain, lift station

No retaining walls or stems walls have been added to this cost opinion. It is assumed stem walls and retaining walls will be needed, Engineering will need to be completed to determine this scope of work and extents.

This Cost Opinion does not include any relocation or mitigation of any species

This Cost Opinion does not include any impacts fees or similar

Any item not specifically labeled has been excluded, please contact Poulos & Bennett for any further clarifications and / or exclusions

The Onsite Roads cost includes pavement, curbs, and sidewalks. It does not include utility lines

Onsite Utilities includes: storm sewer, potable water, reclaimed water and sanitary sewer.

Landscaping Budget includes Irrigation.

**EXHIBIT A**

**FORM OF INDENTURE**

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 10A

**ACQUISITION AGREEMENT**

**THIS ACQUISITION AGREEMENT** ("**Agreement**") is made and entered into, by and between:

**Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, which is situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Galvin Land Services, LLC,** a Florida limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 121 Snell Isle Blvd, St. Petersburg, Florida 33704 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes,* as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the primary owner of lands within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Project**" and as detailed in the *Engineer's Report,* dated _____ ("**Engineer's Report**"), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds ("**Bonds**"); and

**WHEREAS,** the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project ("**Work Product**"); or (ii) construction and/or installation of the improvements comprising the Project ("**Improvements**"); and

**WHEREAS,** the District acknowledges the Developer's need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS,** in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS,** the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests ("**Real Property**") and in order to ensure the timely provision of the infrastructure and development.

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

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

**2. ADVANCED FUNDING.** Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds ("**Advanced Funds**") shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

**3. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. ***Request for Conveyance and Supporting Documentation*** **–** When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

b. ***Costs*** **–** Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District's Board of Supervisors (**"Board"**) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's

Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

c. ***Conveyances on "As Is" Basis.*** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

d. ***Right to Rely on Work Product and Releases –*** The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

e. ***Transfers to Third Party Governments; Payment for Transferred Property –*** If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. If the transfer of Work Product and/or Improvements to a third-party governmental entity occurs prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the Bonds.

f. ***Permits –*** The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.

g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product

and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**4. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

**a.** ***Cost.*** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.

**b.** ***Fee Title and Other Interests*** **–** The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.

**c.** ***Developer Reservation*** **–** Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.

**d.** ***Fees, Taxes, Title Insurance*** **–** The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.

**e.** ***Boundary Adjustments*** **–** Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in

Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**5. TAXES, ASSESSMENTS, AND COSTS.**

**a.** ***Taxes and Assessments on Property Being Acquired***. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) 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.

**i.** 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.

**ii.** 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 thirty (30) 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 accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, 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.

**6. ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**7. CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the *Master Special Assessment Methodology Report,* dated _____, as supplemented from time to time ("**Assessment Report**"), and prior to the issuance of any series of Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

**8. IMPACT FEE CREDITS.** In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property based on appraised value as part of the District's capital improvement plan and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District

for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

**9. UTILITY CONNECTION FEES.** [RESERVED.]

**10. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

**11. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**12. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

**13. 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.

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

**15. 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.

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

**17. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**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. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lake County, Florida.

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

**20. 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.

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

**22. 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.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

**WHEREFORE,** the parties below execute the *Acquisition Agreement* to be effective as of the __ day of _____, 2022.

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
By: _____
Its: Chairperson

**GALVIN LAND SERVICES, LLC**

_____
By: _____
Its: _____

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

**EXHIBIT A:**

*Engineer's Report*, dated _____

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 10B

This instrument was prepared by:

KE Law Group, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, FL 32303

---

**TEMPORARY CONSTRUCTION EASEMENT**

**THIS TEMPORARY CONSTRUCTION EASEMENT** ("**Agreement**") is made and entered into to be effective the _____ day of _____, 2022, and by and between:

**Sorrento Pines Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, which is situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"); and

**Galvin Land Services, LLC,** a Florida limited liability company, the owner and developer of lands within the boundary of the District, whose mailing address is 121 Snell Isle Blvd, St. Petersburg, Florida 33704 ("**Developer**").

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS,** the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

**WHEREAS,** the Developer is the owner in fee simple of certain real property located in Lake County, Florida, lying within the boundaries of the District including those certain parcels of land lying more particularly described in **Exhibit "A"** attached hereto and incorporated herein by this reference ("**Easement Area**"); and

**WHEREAS,** the District has requested that the Developer grant to the District a construction and maintenance easement over the Easement Area for the construction and installation of certain infrastructure improvements ("**Improvements**") set forth in the District's improvement plan, and the Developer is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

**1. RECITALS.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

**2. EASEMENT; AUTOMATIC TERMINATION.** The Developer hereby grants to District a non-exclusive easement over, upon, under, through, and across the Easement Area for ingress and egress for the construction, installation, maintenance, repair and replacement of the Improvements ("**Easement**"). District shall use all due care to protect the Easement Area and adjoining property from damage resulting from District's use of the Easement Area. The Easement shall terminate automatically with respect to any lands comprising a portion of the Easement Area: (1) which are platted as residential lots, or (2) conveyed to the District or another governmental entity.

**3. DAMAGE.** In the event that District, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area or to adjacent property or improvements in the exercise of the easement rights granted herein, District, at District's sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition and grade, including, without limitation, repair and replacement of any landscaping, hardscaping, plantings, ground cover, roadways, driveways, sidewalks, parking areas, fences, walks, utility lines, stormwater facilities, pumping facilities, pumps and other structures or improvements of any kind.

**4. INSURANCE.** District and/or any contractors performing work for District on the Easement Area shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Developer, and its employees and representatives, as insureds, as their interests may appear in a combined-single limit of not less than $1,000,000.00 with respect to bodily injury or death and property damage.

**5. INDEMNITY.** To the extent permitted by law, but without waiving any sovereign immunity protection or other limits on liability afforded by law, District shall indemnify and hold harmless Developer, and its successors, assigns, agents, employees, staff, contractors, officers, supervisors, and representatives (together, "**Indemnitees**"), from any and all liability, loss or damage, whether monetary or otherwise, including reasonable attorneys' fees and costs and all fees and costs of mediation or alternative dispute resolution, as a result of any claims, liabilities, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, or judgments, against Indemnitees which arise out of any of the activities referred to under the terms of this Easement Agreement or use of the Easement Area by District, its successors, assigns, agents, employees, contractors (including but not limited to subcontractors, materialmen, etc.), officers, invitees, or representatives, including but not limited to loss of life, injury to persons or damage to, or destruction or theft of property.

**6. SOVEREIGN IMMUNITY.** District agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of Developer's limitations on liability set forth in Section 768.28, *Florida Statutes*, and other applicable law.

**7. LIENS.** District shall not permit (and shall promptly satisfy) any construction, mechanic's lien or encumbrance against the Easement Area or other Developer property in connection with the exercise of its rights hereunder.

**8. EXERCISE OF RIGHTS.** The rights and Easement created by this Easement Agreement are subject to the following provisions:

a) District shall install the Improvements in a sound, professional manner and shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements installation. Any rights granted hereunder shall be exercised by District only in accordance and compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto. District shall not discharge into or within the Easement Area any hazardous or toxic materials or substances, any pollutants, or any other substances or materials prohibited or regulated under any federal, state or local law, ordinance, rule, regulation or permit, except in accordance with such laws, ordinances, rules, regulations and permits.

b) Developer makes no representation that the Easement Area is suitable for installation of the Improvements. District acknowledges that there are or may be existing facilities located within the Easement Area. District shall not interfere with or cause interruption in the day to day operation of all existing facilities in the Easement Area.

c) Nothing herein shall be construed to limit in any way Developer's rights to (i) construct and maintain in the Easement Area any structures or other improvements that do not materially interfere with the use or enjoyment of the Easement granted herein for the purposes for which they are created as contemplated herein, or (ii) to use the Easement Area, or allow the use of the Easement Area by others, in common with District, its successors and assigns.

**9. DEFAULT.** A default by the Developer or District under this Easement 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 actual damages, injunctive relief, and specific performance.

**10. ENFORCEMENT.** In the event that the Developer or District seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**11. NOTICES.** All notices, requests, consents, and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the parties, at the addresses first set forth above. Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or telecopy number 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, address or telecopy number to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**12. THIRD PARTIES.** This Easement Agreement is solely for the benefit of the Developer and District, 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 Easement Agreement. Nothing in this Easement Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Developer and District any right, remedy, or claim under or by reason of this Easement Agreement or any of the provisions or conditions of this Easement Agreement. The Developer shall be solely responsible for enforcing its rights under this Easement Agreement against any interfering third party. Nothing contained in this Easement Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party.

**13. ASSIGNMENT.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Easement Agreement without the prior written consent of the other party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other party shall be void and unenforceable.

**14. CONTROLLING LAW; VENUE.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in the County in which the District is located, for the resolution of any dispute, whether brought in or out of court, arising out of this Easement Agreement.

**15. PUBLIC RECORDS.** All documents of any kind provided in connection with this Easement Agreement are public records and are treated as such in accordance with Florida law.

**16. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Easement Agreement shall not affect the validity or enforceability of the remaining provisions of this Easement Agreement or any part of this Easement Agreement not held to be invalid or unenforceable.

**17. BINDING EFFECT.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

**18. AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

**19. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both the Developer and District.

**20. ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**21. EFFECTIVE DATE.** The effective date of this Easement Agreement shall be the date first written above.

**22. COUNTERPARTS.** This Easement Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

**IN WITNESS WHEREOF**, Developer and District caused this Easement Agreement to be executed, to be effective as of the day and year first written above.

| **WITNESS** | **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT** |
|---|---|
| By: _____ | |
| Name: _____ | By: _____ |
| | Name: _____ |
| | Title: _____ |
| By: _____ | |
| Name: _____ | |

**STATE OF _____**
**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**WHEREFORE,** the part(ies) below execute this Easement Agreement.

**WITNESS**
By: _____
Name: _____

By:_____
Name: _____

**GALVIN LAND SERVICES LLC**

By: _____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____, as _____ of _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

# SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT

# LEGAL DESCRIPTION

*A portion of Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:*

*Commence at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet to the POINT OF BEGINNING; thence continue North 87°49'27" East, 0.59 feet to Southwest corner of Sorrento Hills, Phases 1 and 2, as recorded in Plat Book 48, Pages 4 through 15, Public Records of Lake County, Florida; thence continue North 87°49'27" East, along the South line of said Sorrento Hills, Phases 1 and 2, a distance of 1893.13 feet to the East line of the West 1/2 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence departing said South line run South 00°11'36" West along said East line, 1386.99 feet; thence departing said East line run South 89°32'15" West, 300.11 feet; thence North 00°11'42" East, 4.88 feet; thence South 89°24'07" West, 61.42 feet to the beginning of a tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 87°56'06" West, a chord length of 83.63 feet; thence run along the arc of said curve through a central angle of 05°19'34" an arc length of 83.66 feet; thence South 00°11'42" West, 600.75 feet to the beginning of a non-tangent curve concave Northerly having a radius of 275.00 feet, a chord bearing of North 64°01'04" West, a chord length of 55.43 feet; thence run along the arc of said curve through a central angle of 11°34'03" an arc length of 55.52 feet to the beginning of a compound curve concave Northerly having a radius of 360.00 feet, a chord bearing of North 47°10'40" West, a chord length of 138.08 feet; thence run along the arc of said curve through a central angle of 22°06'46" an arc length of 138.94 feet to the beginning of a compound curve concave Easterly having a radius of 385.00 feet, a chord bearing of North 27°33'21" West, a chord length of 114.69 feet; thence run along the arc of said curve through a central angle of 17°07'53" an arc length of 115.12 feet to a point of tangency; thence North 18°59'24" West, 34.53 feet to the beginning of a tangent curve concave Westerly having a radius of 225.00 feet, a chord bearing of North 33°22'43" West, a chord length of 111.82 feet; thence run along the arc of said curve through a central angle of 28°46'38" an arc length of 113.01 feet to a point of tangency; thence North 47°46'02" West, 32.06 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of North 04°25'26" West, a chord length of 34.32 feet; thence run along the arc of said curve through a central angle of 86°41'11" an arc length of 37.82 feet to the beginning of a reverse curve concave Westerly having a radius of 840.00 feet, a chord bearing of North 30°33'55" East, a chord length of 244.08 feet; thence run along the arc of said curve through a central angle of 16°42'27" an arc length of 244.95 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 63°22'37" East, a chord length of 32.91 feet; thence run along the arc of said curve through a central angle of 82°19'50" an arc length of 35.92 feet to the beginning of a non-tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 74°00'33" West, a chord length of 45.50 feet; thence run along the arc of said curve through a central angle of 02°53'50" an arc length of 45.51 feet to the beginning of a non-tangent curve concave Northerly having a radius of 765.00 feet, a chord bearing of North 63°50'56" West, a chord length of 273.52 feet; thence run along the arc of said curve through a central angle of 20°35'47" an arc length of 275.00 feet to the beginning of a reverse curve concave Southerly having a radius of 650.00 feet, a chord bearing of North 71°40'40" West, a chord length of 404.47 feet; thence run along the arc of said curve through a central angle of 36°15'16" an arc length of 411.29 feet to a point of tangency; thence North 89°48'18" West, 56.21 feet to the beginning of a tangent curve concave Southerly having a radius of 250.00 feet, a chord bearing of South 76°29'41" West, a chord length of 118.40 feet; thence run along the arc of said curve through a central angle of 27°23'42" an arc length of 119.53 feet to a point of tangency; thence South 62°48'00" West, 62.44 feet to the beginning of a tangent curve concave Northerly having a radius of 350.00 feet, a chord bearing of South 76°21'20" West, a chord length of 164.07 feet; thence run along the arc of said curve through a central angle of 27°06'40" an arc length of 165.61 feet to a point of non-tangency; thence South 87°07'23" West, 50.01 feet; thence South 87°19'29" West, 104.39 feet; thence South 87°06'06" West, 202.27 feet; thence North 05°26'12" West, 66.93 feet; to the beginning of a non-tangent curve concave Southerly having a radius of 785.44 feet, a chord bearing of North 80°15'37" East, a chord length of 97.60 feet; thence run along the arc of said curve through a central angle of 07°07'28" an arc length of 97.67 feet to a point of non-tangency; thence North 87°06'06" East, 93.80 feet; thence North 87°22'09" East, 105.11 feet; thence North 87°22'48" East, 114.50 feet to the beginning of a tangent curve concave Northerly having a radius of 300.00 feet, a chord bearing of North 75°14'10" East, a chord length of 126.22 feet; thence run along the arc of said curve through a central angle of 24°17'17" an arc length of 127.17 feet to the beginning of a reverse curve concave Southerly having a radius of 300.00 feet, a chord bearing of North 72°20'22" East, a chord length of 96.42 feet; thence run along the arc of said curve through a central angle of 18°29'42" an arc length of 96.84 feet; thence North 26°42'59" West, 329.97 feet; thence North 26°43'24" West, 470.89; thence North 26°42'35" West, 293.14 feet to the POINT OF BEGINNING.*

*Containing 49.561 acres, more or less.*

**TOGETHER WITH:**

A portion of Section 13, Township 19 South, Range 27 East and Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet; thence departing said South line run thence South 26°42'35" East, 293.14 feet; thence South 26°43'24" East, 91.22 feet; thence South 31°35'42" West, 359.19 feet; thence South 59°45'17" West, 139.79 feet; thence South 00°47'31" East, 350.26 feet; thence South 05°26'12" East, 66.93 feet; thence South 01°30'53" East, 171.04 feet to the Northeast corner of the South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence South 88°43'43" West along the North line of said South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4, a distance of 722.88 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 19 South, Range 27 East, Lake County, Florida; thence South 89°44'59" West along the South line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 1323.90 feet to the Southwest corner of said North 1/2 of the Northeast 1/4 of the Southeast 1/4; thence North 00°15'50" West along the West line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 658.98 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 13; thence North 00°16'59" West along the West line of said Southeast 1/4 of the Northeast 1/4, a distance of 635.84 feet to the POINT OF BEGINNING.

Containing 63.882 acres, more or less.

**FOR A TOTAL OF 113.443 ACRES, MORE OR LESS.**

# SKETCH OF DESCRIPTION

SORRENTO PINES PHASE 1A LESS AMENITY TRACT

SHEET 1 OF 2

*Description:*

*A portion of Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:*

*Commence at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.38 feet to the POINT OF BEGINNING; thence continue North 87°49'27" East, 0.59 feet to Southwest corner of Sorrento Hills, Phases 1 and 2, as recorded in Plat Book 48, Pages 4 through 15, Public Records of Lake County, Florida; thence continue North 87°49'27" East, along the South line of said Sorrento Hills, Phases 1 and 2, a distance of 1893.13 feet to the East line of the West 1/2 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence departing said South line run South 00°11'36" West along said East line, 1386.99 feet; thence departing said East line run South 89°32'15" West, 300.11 feet; thence North 00°11'42" East, 4.88 feet; thence South 89°24'07" West, 61.42 feet to the beginning of a tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 87°56'06" West, a chord length of 83.63 feet; thence run along the arc of said curve through a central angle of 05°19'34" an arc length of 83.66 feet; thence South 00°11'42" West, 600.75 feet to the beginning of a non-tangent curve concave Northerly having a radius of 275.00 feet, a chord bearing of North 64°01'04" West, a chord length of 55.43 feet; thence run along the arc of said curve through a central angle of 11°34'03" an arc length of 55.52 feet to the beginning of a compound curve concave Northerly having a radius of 360.00 feet, a chord bearing of North 47°10'40" West, a chord length of 138.08 feet; thence run along the arc of said curve through a central angle of 22°06'46" an arc length of 138.94 feet to the beginning of a compound curve concave Easterly having a radius of 385.00 feet, a chord bearing of North 27°33'21" West, a chord length of 114.69 feet; thence run along the arc of said curve through a central angle of 17°07'53" an arc length of 115.12 feet to a point of tangency; thence North 18°59'24" West, 34.53 feet to the beginning of a tangent curve concave Westerly having a radius of 225.00 feet, a chord bearing of North 33°22'43" West, a chord length of 111.82 feet; thence run along the arc of said curve through a central angle of 28°46'38" an arc length of 113.01 feet to a point of tangency; thence North 47°46'02" West, 32.06 feet to the beginning of a tangent curve concave Easterly having a radius of 25.00 feet, a chord bearing of North 04°25'26" West, a chord length of 34.32 feet; thence run along the arc of said curve through a central angle of 86°41'11" an arc length of 37.82 feet to the beginning of a reverse curve concave Westerly having a radius of 840.00 feet, a chord bearing of North 30°33'55" East, a chord length of 244.08 feet; thence run along the arc of said curve through a central angle of 16°42'27" an arc length of 244.95 feet to the beginning of a reverse curve concave Southerly having a radius of 25.00 feet, a chord bearing of North 63°22'37" East, a chord length of 32.91 feet; thence run along the arc of said curve through a central angle of 82°19'50" an arc length of 35.92 feet to the beginning of a non-tangent curve concave Northerly having a radius of 900.00 feet, a chord bearing of North 74°00'33" West, a chord length of 45.50 feet; thence run along the arc of said curve through a central angle of 02°53'50" an arc length of 45.51 feet to the beginning of a non-tangent curve concave Northerly having a radius of 765.00 feet, a chord bearing of North 63°50'56" West, a chord length of 273.52 feet; thence run along the arc of said curve through a central angle of 20°35'47" an arc length of 275.00 feet to the beginning of a reverse curve concave Southerly having a radius of 650.00 feet, a chord bearing of North 71°40'40" West, a chord length of 404.47 feet; thence run along the arc of said curve through a central angle of 36°15'16" an arc length of 411.29 feet to a point of tangency; thence North 89°48'18" West, 56.21 feet to the beginning of a tangent curve concave Southerly having a radius of 250.00 feet, a chord bearing of South 76°29'41" West, a chord length of 118.40 feet; thence run along the arc of said curve through a central angle of 27°23'42" an arc length of 119.53 feet to a point of tangency; thence South 62°48'00" West, 62.44 feet to the beginning of a tangent curve concave Northerly having a radius of 350.00 feet, a chord bearing of South 76°21'20" West, a chord length of 164.07 feet; thence run along the arc of said curve through a central angle of 27°06'40" an arc length of 165.61 feet to a point of non-tangency; thence South 87°07'23" West, 50.01 feet; thence South 87°19'29" West, 104.39 feet; thence South 87°06'06" West, 202.27 feet; thence North 05°26'12" West, 66.93 feet; to the beginning of a non-tangent curve concave Southerly having a radius of 785.44 feet, a chord bearing of North 80°15'37" East, a chord length of 97.60 feet; thence run along the arc of said curve through a central angle of 07°07'28" an arc length of 97.67 feet to a point of non-tangency; thence North 87°06'06" East, 93.80 feet; thence North 87°22'09" East, 105.11 feet; thence North 87°22'48" East, 114.50 feet to the beginning of a tangent curve concave Northerly having a radius of 300.00 feet, a chord bearing of North 75°14'10" East, a chord length of 126.22 feet; thence run along the arc of said curve through a central angle of 24°17'17" an arc length of 127.17 feet to the beginning of a reverse curve concave Southerly having a radius of 300.00 feet, a chord bearing of North 72°20'22" East, a chord length of 96.42 feet; thence run along the arc of said curve through a central angle of 18°29'42" an arc length of 96.84 feet; thence North 26°42'59" West, 329.97 feet; thence North 26°43'24" West, 470.89; thence North 26°42'35" West, 293.14 feet to the POINT OF BEGINNING.*

*Containing 49.561 acres, more or less.*

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SORRENTO HILLS, PHASE 3, PLAT BOOK 52, PAGES 69–78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, BEING S89°53'44"E (ASSUMED).
2. THIS IS NOT A SURVEY.
3. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J-17.602(3).
4. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.

| DATE: 03/11/22 | SCALE: N/A | CAL. BY: SEB | DRAWN BY: SEB | JOB NO. 120055 |
|---|---|---|---|---|

| Date | Revisions |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |


*ATLANTIC SURVEYING*
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

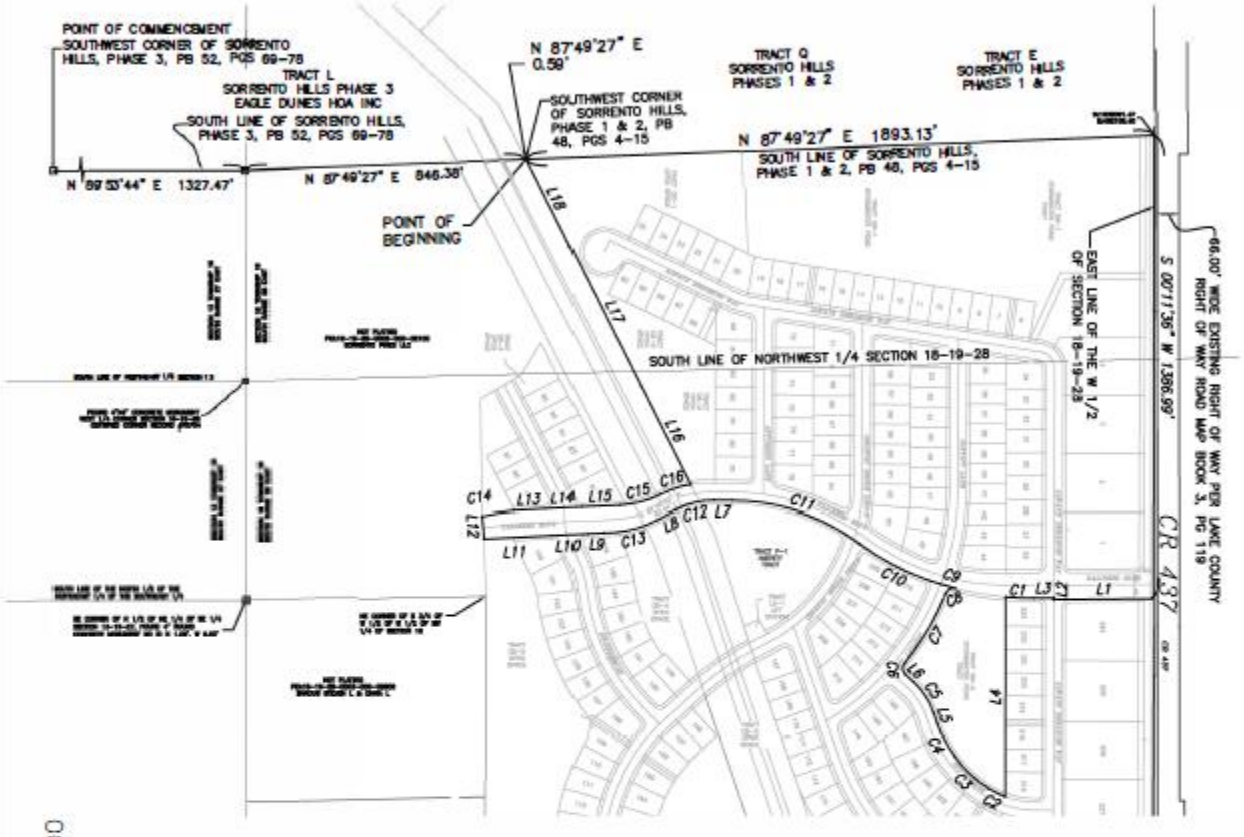

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J-17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

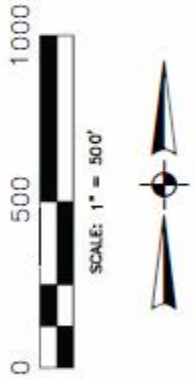
STEVEN E. BLANKENSHIP P.S.M. #5361
STATE OF FLORIDA

# SKETCH OF DESCRIPTION

SORRENTO PINES PHASE 1A LESS AMENITY TRACT

SHEET 2 OF 2




| | | | | | |
|---|---|---|---|---|---|
| C1 | 900.00' | 83.68' | 83.63' | N 87°58'06" W | 05°19'34" |
| C2 | 275.00' | 55.52' | 55.43' | N 64°01'04" W | 11°34'03" |
| C3 | 360.00' | 138.94' | 138.08' | N 47°10'40" W | 22°06'46" |
| C4 | 365.00' | 115.12' | 114.69' | N 27°33'21" W | 17°07'53" |
| C5 | 225.00' | 113.01' | 111.82' | N 33°22'43" W | 28°46'38" |
| C6 | 25.00' | 37.82' | 34.32' | N 04°25'26" W | 86°41'11" |
| C7 | 840.00' | 244.95' | 244.08' | N 30°33'55" E | 16°42'27" |
| C8 | 25.00' | 35.92' | 32.91' | N 63°22'37" E | 82°19'50" |
| C9 | 900.00' | 45.51' | 45.50' | N 74°00'33" W | 02°53'50" |
| C10 | 765.00' | 275.00' | 273.52' | N 63°50'56" W | 20°35'47" |
| C11 | 650.00' | 411.29' | 404.47' | N 71°40'40" W | 36°15'16" |
| C12 | 250.00' | 119.53' | 118.40' | S 76°29'51" W | 27°23'42" |
| C13 | 350.00' | 165.61' | 164.07' | S 76°21'20" W | 27°06'40" |
| C14 | 785.44' | 97.67' | 97.60' | N 80°15'37" E | 07°07'28" |
| C15 | 300.00' | 127.17' | 126.22' | N 75°14'10" E | 24°17'17" |
| C16 | 300.00' | 96.84' | 96.42' | N 72°20'22" E | 18°29'42" |

| LINE | | |
|---|---|---|
| L1 | S 89°32'15" W | 300.11' |
| L2 | N 00°11'42" E | 4.88' |
| L3 | S 89°24'07" W | 61.42' |
| L4 | S 00°11'42" W | 600.75' |
| L5 | N 18°59'24" W | 34.53' |
| L6 | N 47°46'02" W | 32.06' |
| L7 | N 89°48'18" W | 56.21' |
| L8 | S 82°48'00" W | 82.44' |
| L9 | S 87°07'23" W | 50.01' |
| L10 | S 87°19'29" W | 104.39' |
| L11 | S 87°06'06" W | 202.27' |
| L12 | N 05°26'12" W | 66.93' |
| L13 | N 87°06'06" E | 93.80' |
| L14 | N 87°22'09" E | 105.11' |
| L15 | N 87°22'48" E | 114.50' |
| L16 | N 26°42'58" W | 329.97' |
| L17 | N 26°43'24" W | 470.89' |
| L18 | N 26°42'35" W | 293.14' |

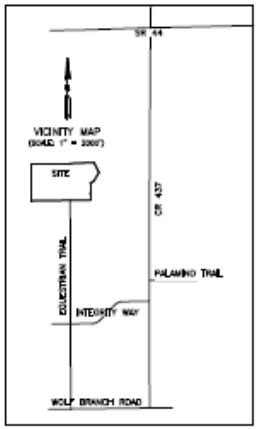
| DATE: 03/11/22 | SCALE: 1" = 500' | CAL. BY: SEB | DRAWN BY: SEB | JOB NO. 120055 |
|---|---|---|---|---|

| Date | Revisions |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |


**ATLANTIC SURVEYING**
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060

# ALTA\NSPS LAND TITLE SUREY

PART OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 27 EAST,
PART OF SECTION 18, TOWNSHIP 19 SOUTH, RANGE 28 EAST,
LAKE COUNTY, FLORIDA




Description:

A portion of Section 13, Township 19 South, Range 27 East and Section 18, Township 19 South, Range 28 East, Lake County, Florida, being more particularly described as follows:

BEGIN at the southwest corner of Sorrento Hills, Phase 3, as recorded in Plat Book 52, Pages 69 through 78, Public Records of Lake County, Florida; thence run North 89°53'44" East, along the South line of said Plat, a distance of 1327.47 feet; thence continue along said south line North 87°49'27" East 846.28 feet; thence departing said South line run thence South 26°02'15" East, 293.14 feet; thence South 26°43'24" East, 91.22 feet; thence South 31°35'43" West, 359.19 feet; thence South 59°45'17" West, 139.79 feet; thence South 00°47'31" East, 350.26 feet; thence South 05°20'12" East, 66.93 feet; thence South 01°30'53" East, 171.04 feet to the Northeast corner of the South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4 of Section 18, Township 19 South, Range 28 East, Lake County, Florida; thence South 88°43'43" West along the North line of said South 3/4 of the West 1/2 of the West 1/2 of the Southwest 1/4, a distance of 722.88 feet to the Southeast corner of the North 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 13, Township 19 South, Range 27 East, Lake County, Florida; thence South 89°44'59" West along the South line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 1323.90 feet to the Southwest corner of said North 1/2 of the Northeast 1/4 of the Southeast 1/4; thence North 00°15'58" West along the West line of said North 1/2 of the Northeast 1/4 of the Southeast 1/4, a distance of 618.98 feet to the Southwest corner of the Southeast 1/4 of the Northeast 1/4 of said Section 13; thence North 00°16'58" West along the West line of said Southeast 1/4 of the Northeast 1/4, a distance of 635.84 feet to the POINT OF BEGINNING.

Containing 63.882 acres, more or less.

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF SORRENTO HILLS, PHASE 3, PLAT BOOK 52, PAGES 69–78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, HEING N89°53'44"E A GRID HEARING BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD–83–2011 ADJUSTMENT), EAST ZONE, REFERENCED TO THE GEODETIC CONTROL POINTS ESTABLISHED WITHIN THE LAKE COUNTY CONTROL NETWORK, CONTROL POINTS "LK 254 2008" AND "LK 253 2008".
2. THERE MAY BE EASEMENTS AND RESTRICTIONS OF RECORD AND/OR PRIVATE AGREEMENTS NOT FURNISHED TO THIS SURVEYOR OR SHOWN ON THIS SURVEY THAT MAY AFFECT PROPERTY RIGHTS AND/OR LAND USE RIGHTS OF THE SUBJECT PROPERTY.
3. THIS SURVEY IS BASED ON TITLE COMMITMENT ISSUED BY COMMONWEALTH LAND TITLE INSURANCE, COMPANY ORDER NO. 10430569, DATED 04/27/2022.
4. THERE MAY BE ENVIRONMENTAL ISSUES AND/OR OTHER MATTERS REGULATED BY VARIOUS DEPARTMENTS OF FEDERAL, STATE OR LOCAL GOVERNMENTS AFFECTING THE SUBJECT PROPERTY NOT SHOWN ON THIS SURVEY.
5. THIS SURVEY WAS PERFORMED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES LISTED HEREON AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.
6. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J–17.062(3).
7. UNLESS OTHERWISE NOTED OR SHOWN HEREON, APPARENT AND/OR UNOBSTRUCTED VISIBLE, ABOVE GROUND IMPROVEMENTS WERE LOCATED. UNDERGROUND IMPROVEMENTS, SUCH AS FUEL TANKS, FOUNDATIONS AND UTILITIES, WERE NOT LOCATED.
8. PROPERTY IS LOCATED IN FLOOD ZONE "X" ACCORDING TO THE FLOOD INSURANCE RATE MAP FOR LAKE COUNTY COMMUNITY PANEL NUMBER 12069C0385E, EFFECTIVE DATE OF 12/18/2012. THE ABOVE STATEMENT DOES NOT REPRESENT THIS SURVEYOR'S OPINION OF THE PROBABILITY OF FLOODING.
9. ADJACENT PARCEL INFORMATION WAS OBTAINED FROM THE LAKE COUNTY PUBLIC ACCESS SYSTEM.

SCHEDULE B–II EXCEPTIONS NOTES

*ITEM 4. Right–of–Way Easement by and between Dr. Louis R. Bowen and Myra S. Bowen, his wife and Sumter Electric Cooperative, Inc., a Florida corporation recorded June 3, 1965 in Official Records Book 288, Page 71; Encroachment Agreement relative thereto by and between Sumter Electric Cooperative, Inc., and Eagle Dunes II, LLC, a Florida limited liability company, recorded June 30, 2006 in Official Records Book 3200, Page 2116.(OUTSIDE SUBJECT PROPERTY; NOT PLOTTED)*

*ITEM 5. Easement Grant by and between Louis R. Bowen, M.D., and Myra S. Bowen, his wife, Grantor, and Florida Gas Transmission Company, Grantee, recorded January 9, 1986, in Official Records Book 950, Page 466; Encroachment Agreement relative thereto by and between Florida Gas Transmission Company, LLC, a Delaware limited liability company, and Sorrento Hoas, LLC, a Florida limited liability company, recorded March 29, 2021 in Official Records Book 5674, Page 425 and that Assignment and Assumption and Amendment of Encroachment Agreement recorded August 13, 2021 in Official Records Book 5773, Page 1382.(AFFECTS PROPERTY; PLOTTED AND SHOWN HEREON)*

*ITEM 6. Easement by and between Conway D. Kittredge, Grantor, and Florida Power Corporation, Grantee, recorded October 3, 1995, in Official Records Book 802, Page 1008.(AFFECTS PROPERTY; PLOTTED AND SHOWN HEREON)*

*ITEM 7. Terms and conditions set forth in that certain unrecorded Cattle Grazing Lease dated May 31, 2001 and First Amendment to Lease dated June 14, 2006 and Assignment and Assumption of Lease dated June 28, 2006.*

*ITEM 8. Ordinance #2008–8 recorded February 22, 2008 in Official Records Book 3585, page 946, as affected by Ordinance #2011–26 recorded July 12, 2011 in Official Records Book 4031, Page 0140, and as further affected by Ordinance #2019–73 recorded April 15, 2020 in Official Records Book 5455, page 2210.*

*ITEM 9. Resolution No. 20–04 recorded in official Records Book 5555, page 1309.*

*ITEM 10. Annexation Agreement recorded in Official Records Book 5505, Page 1371.*

*ITEM 11. Developer's Agreement Potable Water, Reclaim Water and Wastewater recorded in Official Records Book 5555, Page 1350.*

*ITEM 12. Subject to the terms and conditions set forth in that certain Non–Exclusive Access and Utility Easement Agreement by and between Solon Land Services, LLC, a Florida limited liability company, Grantor, and Sorrento Pines, LLC, a Florida limited liability company, Grantee, recorded June 23, 2021, in Official Records Book 5737, Page 2287.(AFFECTS PROPERTY; EASEMENT AGREEMENT NOT PLOTTABLE)*

*ITEM 13. Recorded Notice of Environmental Resource Permit recorded August 11, 2021 in Official Records Book 5770, Page 965.*

*ITEM 14. Developer's Agreement Model Homes by and between Lake County, a political subdivision of the State of Florida, and Stanley Martin Homes, LLC, recorded January 25, 2022 in Official Records Book 5863, page 597.*

This survey is made for the benefit of:

Commonwealth Land Title Insurance Company
Bacon, Bacon & Farkas, P.A.
Galvin Land Services, LLC

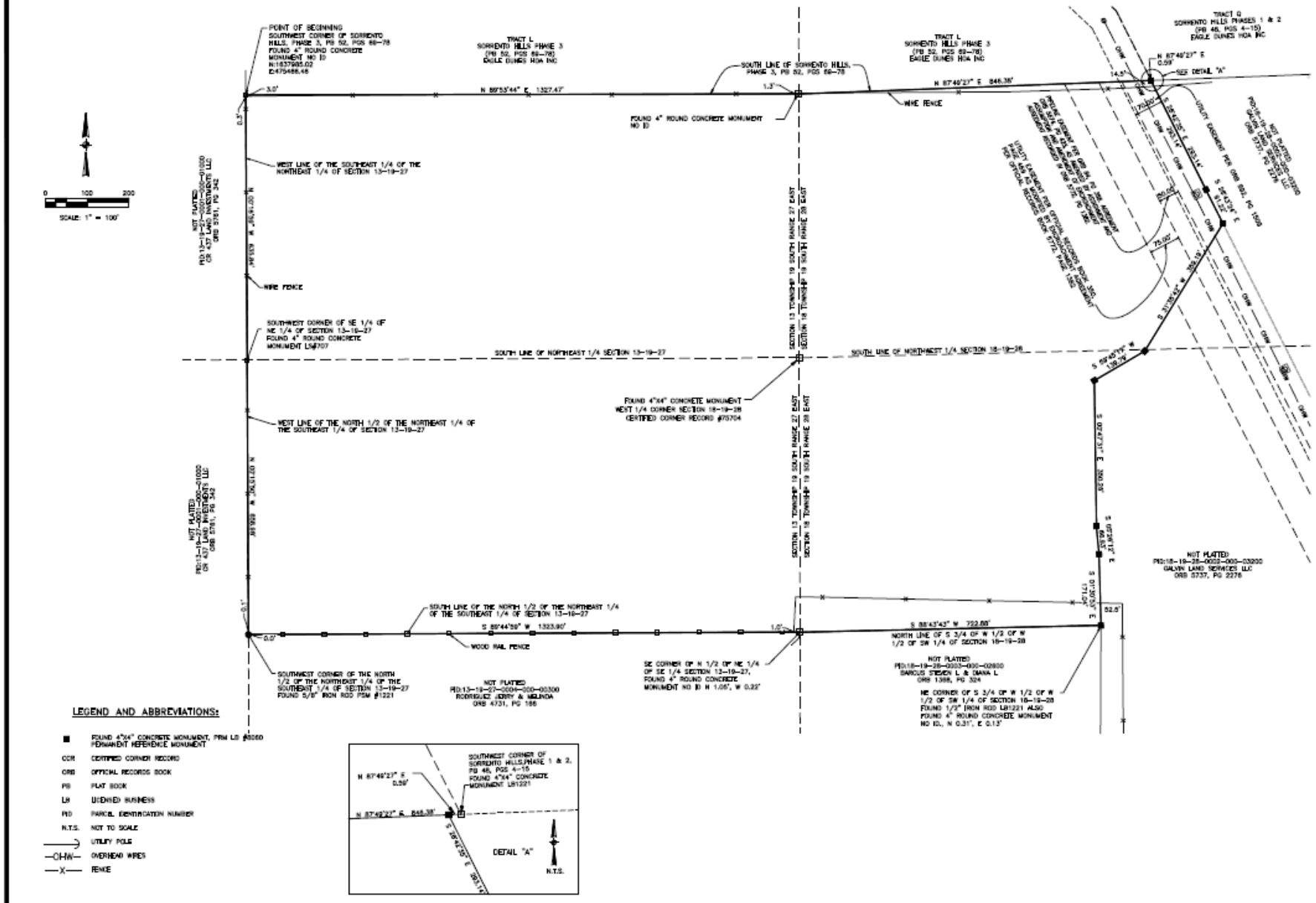
This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS and includes items 1, 2, 3, 4, 6, 8, 9, 10, 11 (as to utilities, surface markers only), 13, 14, 15, 17, 18 and 19 of Table A thereof. The fieldwork was completed on 5/12/22.

Date of Plat or Map: 5/16/22.

STEVEN E. BLANKENSHIP P.S.M. #6361
STATE OF FLORIDA

STEVEN E BLANKENSHIP
2022.05.16
10:15:47 -04'00'

ATLANTIC SURVEYING
ALTA\NSPS LAND TITLE SURVEY
SORRENTO PINES
SHEET
1


POINT OF BEGINNING
SOUTHWEST CORNER OF SORRENTO HILLS, PHASE 3, PB 52, PGS 69–78
FOUND 4" ROUND CONCRETE MONUMENT NO ID
N:1637985.02
E:475486.48
TRACT L
SORRENTO HILLS PHASE 3
(PB 52, PGS 69–78)
EAGLE DUNES HOA INC
SOUTH LINE OF SORRENTO HILLS, PHASE 3, PB 52, PGS 69–78
N 89°53'44" E 1327.47'
FOUND 4" ROUND CONCRETE MONUMENT NO ID
WIRE FENCE
N 87°46'27" E 846.38'
TRACT Q
SORRENTO HILLS PHASES 1 & 2
(PB 48, PGS 4–15)
EAGLE DUNES HOA INC
N 87°46'27" E 0.59'
SEE DETAIL "A"
UTILITY EASEMENT PER ORB 5524, PG 1509
S 88°43'43" E 1322.14'
NOT PLATTED
PID:18-19-28-0002-000-03200
GALVIN LAND SERVICES LLC
ORB 5737, PG 2276
WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13–19–27
NOT PLATTED
PID:13-19-27-0001-000-01000
CR 437 LAND INVESTMENT LLC
ORB 5781, PG 342
WIRE FENCE
SOUTHWEST CORNER OF SE 1/4 OF NE 1/4 OF SECTION 13–19–27
FOUND 4" ROUND CONCRETE MONUMENT LB#707
SOUTH LINE OF NORTHEAST 1/4 SECTION 13–19–27
SOUTH LINE OF NORTHEAST 1/4 SECTION 18–19–28
SECTION 13 TOWNSHIP 19 SOUTH RANGE 27 EAST
SECTION 18 TOWNSHIP 19 SOUTH RANGE 28 EAST
FOUND 4"X4" CONCRETE MONUMENT WEST 1/4 CORNER SECTION 18–19–28 CERTIFIED CORNER RECORD #70704
WEST LINE OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 13–19–27
S 00°34'17" E 1326.20'
S 00°34'17" E 1326.20'
S 00°34'17" E 1326.20'

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 10C

_____, 2022

Sorrento Pines Community Development District
c/o Craig Wrathell, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phase 1A Improvements

Dear Craig,

Pursuant to the *Acquisition Agreement,* dated _____, 2022 (**"Acquisition Agreement"**), by and between the Sorrento Pines Community Development District (**"District"**) and Galvin Land Services, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, to the extent available, the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors, as identified in **Exhibit A**, and the Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements. Developer acknowledges any balance of to finish and/or retainage shall be requisitioned by the District for payment to the Developer only upon notice from the District Engineer that such amounts have been paid for by Developer to the contractor.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any bonds or other forms of security necessary to transfer the utilities and offsite Improvements to the City.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Name: _____
Title: _____

Sincerely,
**GALVIN LAND SERVICES, LLC**

_____
Name: _____
Title: _____

**EXHIBIT A**
**Description of Phase 1A Improvements**

***Utilities*** - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract RW-1 (Right of Way), RW-2 (Private Roadways) and Tract LS-1 (Lift Station) and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.

***Surface Water Management –*** All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tracts SW-1 and SW-2 (Stormwater Pond) and the "Drainage Easements" and "Drainage and Utility Easements," each as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.

***Roadways*** - All public roads, pavement, curbing and other physical improvements located within or upon the rights-of-way designated as Tract RW-1 (Right of Way) and RW-2 (Private Roadways), as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.

***Work Product –*** Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report,* dated December 14, 2022.

| Improvement | Total Amount | Amount Paid to Date | Balance to Finish | Retainage to Date |
|---|---|---|---|---|
| **Wastewater** | | | | |
| **Potable Water** | | | | |
| **Reclaimed Water** | | | | |
| **Surface Water Management** | | | | |
| **Roadways** | | | | |
| **Work Product**[1] | | | | |
| **TOTAL:** | | | | |

[1] The total professional services fees for Phase 1A Work Product is $_____. The District Engineer has determined that the services can be divided on a percentage basis with the Private Work Product at 30% and the CDD Eligible Work Product at 70%. The above-referenced "Total Amount" is the CDD Eligible amount of the Work Product.

**CORPORATE DECLARATION AND AGREEMENT**
**[PHASE 1A IMPROVEMENTS]**

I, _____, as _____of Galvin Land Services, LLC, a Florida limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.

2. My name is _____, and I am _____ of the Developer. I have authority to make this Declaration on behalf of Developer.

3. Developer is the developer of certain lands within the Sorrento Pines Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").

4. The District's *Engineer's Report,* dated December 14, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.

5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.

6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this _____ day of _____, 2022.

**GALVIN LAND SERVICES, LLC**

_____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**Exhibit A** – Description of Improvements

**DISTRICT ENGINEER'S CERTIFICATE**
**[PHASE 1A IMPROVEMENTS]**

_____, 2022

Board of Supervisors
Sorrento Pines Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of Poulos & Bennett, LLC ("**District Engineer**"), as District Engineer for the Sorrento Pines Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Galvin Land Services, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.

2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report,* dated December 14, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.

3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.

4. The total costs associated with the Improvements are as set forth in **Exhibit A.** Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. 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.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

**POULOS & BENNETT, LLC**

_____
_____, P.E.
Florida Registration No. _____
District Engineer

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**
**[PHASE 1A IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE ("Release")** is made to be effective the ___ day of _____, 2022, by _____, a Florida limited liability company, with an address of _____ ("**Contractor**"), in favor of the **Sorrento Pines Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Lake County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS,** pursuant to that certain _____ ("**Contract**") dated _____ and between Contractor and Galvin Land Services, LLC, a foreign limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

**WHEREAS,** Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

**WHEREAS,** Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to

subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **$_____** (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

_____

By:_____

Its:_____

**STATE OF _____**
**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**PROFESSIONAL ACKNOWLEDGMENT AND RELEASE**
**[PHASE 1A WORK PRODUCT]**

**THIS ACKNOWLEDGMENT & RELEASE ("Release")** is made the ____ day of _____, 2022, by **Poulos & Bennett, LLC**, a Florida limited liability company, having offices located at 2602 East Livingston Street, Orlando, Florida 32803 ("**Professional**"), in favor of the **Sorrento Pines Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Lake County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS,** pursuant to that certain _____ ("**Contract**") dated _____, 202_, and between Professional and Galvin Land Services, LLC, a Florida limited liability company ("**Developer**") has created certain work product, as described in **Exhibit A** ("**Work Product**"); and

**WHEREAS,** Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

**NOW, THEREFORE,** for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.

3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

**POULOS & BENNETT, LLC**

_____
_____, P.E.
Florida Registration No. _____
District Engineer

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**BILL OF SALE AND LIMITED ASSIGNMENT**
**[PHASE 1A IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the ___ day of _____, 2022, by and between **Galvin Land Services, LLC,** a Florida limited liability company, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Sorrento Pines Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**BACKGROUND STATEMENT**

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the improvements and other property interests as described in **Exhibit A** (together, "**Property**").

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

**WHEREFORE,** the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**GALVIN LAND SERVICES, LLC**

_____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of Galvin Land Services, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**BILL OF SALE**

**POTABLE WATER DISTRIBUTION SYSTEM, RECLAIMED WATER DISTRIBUTION SYSTEM, FORCEMAIN SYSTEM, AND SANITARY SEWER COLLECTION/TRANSMISSION SYSTEM**

**Sorrento Pines Community Development District,** a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, Seller, for and in consideration of the sum of one ($1.00) dollar and other valuable consideration paid to Seller by **City of Eustis**, Buyer, receipt of which is hereby acknowledged does grant, sell, transfer, convey and deliver to Buyer all pipes, lines, valves, valve boxes, fittings, thrust blocks, hydrants, equipment, manholes, lift station and other goods which comprise the water, reuse, forcemain and wastewater collection/transmission system installed by Seller and located on the City easements or rights-of-way as shown on the record drawings, more specifically described as follows:

> **All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, facilities, lift stations, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract RW-1 (Right of Way), RW-2 (Private Roadways) and Tract LS-1 (Lift Station) and all "Utility Easements" and "Drainage and Utility Easements," each as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.**

Buyer shall have all rights and title to the goods in itself and its assigns.

Seller warrants that it is the lawful owner of the goods and the goods are free from all liens and encumbrances. Seller has good right to sell the goods and will warrant and defend the right against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Seller has executed this Agreement on_____, 2022.

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

_____
Name: _____
Title: _____

**STATE OF** _____
**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2022, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**BILL OF SALE**
**[EDGEMONT ROADWAY AND STORMWATER IMPROVEMENTS]**

KNOW ALL MEN BY THESE PRESENTS, that **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT,** a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **LAKE COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose address is 315 West Main Street, Tavares, Florida 32778 (hereinafter referred to as COUNTY) has granted, bargained, sold, transferred, conveyed and delivered to the COUNTY, its executors, administrators, successors and assigns forever, the following:

> ***Roadways*** - All public roads, pavement, curbing and other physical improvements located within or upon the rights-of-way designated as Tract RW-1 (Right of Way), as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.
>
> All on the property situate, lying and being in the County of Lake, State of Florida.

TO HAVE AND TO HOLD the same unto the COUNTY, its executors, administrators, successors and assigns forever. The COUNTY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the COUNTY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]

**BILL OF SALE**
**[ROADWAY IMPROVEMENTS]**
**SIGNATURE PAGE**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____day of _____, 2022.

**WITNESSES:**

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

Signature:_____
Print Name: _____

_____
By: _____
Its: Chairperson

Signature:_____
Print Name: _____

**STATE OF** _____
**COUNTY OF** _____

The foregoing instrument was acknowledged before me by means of □ physical presence or □ online notarization, this ____ day of _____, 2022, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

| | |
|---|---|
| This instrument was prepared by and upon recording should be returned to:<br><br>KE Law Group PLLC<br>2016 Delta Boulevard, Suite 101<br>Tallahassee, Florida 32303 | (This space reserved for Clerk) |

# QUIT CLAIM DEED

**THIS QUIT CLAIM DEED** is made to be effective as of the _____ day of _____ 2022, by and between **GALVIN LAND SERVICES, LLC,** a Florida limited liability company, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Grantor**"), and **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSETH**

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby remises, releases and quit-claims to Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lake, State of Florida, and more particularly below ("**Property**"):

**SW-1 and SW-2 (Stormwater Pond) and Tract RW-2 (Private Roadways), *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.**

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

**RESERVATION OF EASEMENT**

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

| **WITNESSES** | **GALVIN LAND SERVICES, LLC** |
|---|---|
| By: _____ | _____ |
| Name: _____ | Name: _____ |
| | Title: _____ |
| By: _____ | |
| Name: _____ | |

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of Galvin Land Services, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

This instrument was prepared by:

KE LAW GROUP, PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

---

**EASEMENT AGREEMENT**

**THIS EASEMENT AGREEMENT** is made as of the ___ day of _____, 2022, by **GALVIN LAND SERVICES, LLC,** a Florida limited liability company, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Developer**"), **SORRENTO PINES OWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Association,**" and together with Developer, "**Grantor**"), and **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Lake County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**W I T N E S S E T H :**

**WHEREAS**, the District is responsible for the drainage system serving the community; and

**WHEREAS,** Grantor desires to grant to Grantee easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

**WHEREAS,** Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

**NOW THEREFORE,** Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

**1. Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

**2.** **Grant of Non-Exclusive Easement.** Grantor – to the extent of Developer's and Association's rights if any - hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain the "Drainage Easements" and "Drainage and Utility Easements," each as identified in the plat known as *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.

**3.** **Inconsistent Use**. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

**4.** **Beneficiaries of Easement Rights.** This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

**5.** **Binding Effect.** This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

**6.** **Default**. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

**7.** **Enforcement of Agreement**. In the event that either Grantee or Grantor seeks to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover 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.

**8.** **Notices**. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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

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 Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

**9.** **Assignment**. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the Improvements to a third party without the consent of the Grantor.

**10.** **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Lake County, Florida.

**11.** **Public Records.** Grantor understands and agrees that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

**12.** **Severability.** The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

**13.** **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

**14.** **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

**15.** **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

**16.** **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

**17. 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.

**[SIGNATURES ON NEXT PAGE]**

**IN WITNESS WHEREOF**, Grantor and Grantee have caused these presents to be executed on the day and year first above written.

| **WITNESSES** | **GALVIN LAND SERVICES, LLC** |
|---|---|
| By: _____ | _____ |
| Name: _____ | Name: _____ |
| | Title: _____ |
| By: _____ | |
| Name: _____ | |

**STATE OF _____**
**COUNTY OF** _____

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of Galvin Land Services, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[*Signatures continue on following page*]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**SORRENTO PINES OWNERS ASSOCIATION, INC.**

_____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of Sorrento Pines Owners Association, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[*Signatures continue on following page*]

[SIGNATURE PAGE TO EASEMENT AGREEMENT]

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ as _____ of the Sorrento Pines Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.**

This instrument was prepared by:

KE Law Group PLLC
2016 Delta Boulevard, Suite 101
Tallahassee, Florida 32303

---

**QUIT CLAIM ASSIGNMENT OF PLAT DEDICATIONS**

**THIS QUIT CLAIM ASSIGNMENT OF PLAT DEDICATIONS** is made as of this _____ day of _____, 2022, by **SORRENTO PINES OWNERS ASSOCIATION, INC.,** a Florida not-for-profit corporation, with an address of 121 Snell Isle Boulevard, St. Petersburg, Florida 33704 ("**Assignor**"), in favor of **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**, a unit of special-purpose local government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o James P. Ward, District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

**WITNESSTH:**

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee any and all real property interests (if any) in the tracts and/or easements listed below, and to the extent previously dedicated to Assignor pursuant to the applicable plats below:

**Tracts SW-1 and SW-2 (Stormwater Pond) and RW-2 (Private Roadway), as identified in *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.**

**All DRAINAGE EASEMENTS and DRAINAGE AND UTILITY EASEMENTS, as identified in *Sorrento Pines Phase 1A,* recorded at Plat Book 78, Pages 35 – 42, of the Official Records of Lake County, Florida.**

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

**IN WITNESS WHEREOF**, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**SORRENTO PINES OWNERS ASSOCIATION, INC.**

_____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was sworn and subscribed before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2022, by _____ as _____ of Sorrento Pines Owners Association, Inc., and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[*Signatures continue on following page*]

[SIGNATURE PAGE TO QUIT CLAIM ASSIGNMENT OF PLAT DEDICATIONS]

**WITNESSES**

By: _____
Name: _____

By: _____
Name: _____

**SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Name: _____
Title: _____

**STATE OF _____**
**COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2022, by _____ as _____ of the Sorrento Pines Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* , on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

# SORRENTO PINES

## COMMUNITY DEVELOPMENT DISTRICT

# 11

**RESOLUTION 2023-27**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the Sorrento Pines Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and Pasco County Ordinance No. 2022-54 ("**Ordinance**"); and

**WHEREAS,** pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

**WHEREAS,** the District presently consists of approximately 113.443 acres, more or less, as more fully described in the Ordinance; and

**WHEREAS,** the District desires to amend its boundaries to add certain lands ("**Expansion Parcel**"), as described in the attached **Exhibit A**, resulting in an amended boundary ("**Boundary Amendment**"); and

**WHEREAS,** the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS,** the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

**WHEREAS,** Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

**WHEREAS,** the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

**WHEREAS,** in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

**WHEREAS,** the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("**Board**"); and

**WHEREAS,** the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS,** the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

**1. RECITALS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with Pasco County, Florida, as necessary to seek the amendment of the District's boundaries and to add those lands depicted in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the Boundary Amendment.

**3. AUTHORIZATION FOR AGENT**. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to Pasco County, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.

**4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

**PASSED AND ADOPTED** this 14th day of December, 2022.

| | |
|---|---|
| ATTEST: | **SORRENTO PINES COMMUNITY DEVELOPMENT DISTRICT** |
| _____ | _____ |
| Secretary/Assistant Secretary | Chair/Vice Chair, Board of Supervisors |

**Exhibit A:** Legal Description of Boundary Amendment Parcel

**Exhibit A:**
Legal Description of Boundary Amendment Parcel

# SKETCH OF DESCRIPTION

(SORRENTO PINES CDD WEST)

SHEET 1 OF 2

DESCRIPTION:

A PORTION OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SORRENTO HILLS, PHASE 3, AS RECORDED IN PLAT BOOK 52, PAGES 69 THROUGH 78, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE SOUTH 00°17'46" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA, 635.84 FEET TO THE SOUTHEAST CORNER OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 13; THENCE SOUTH 00°15'51" EAST ALONG THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 13, A DISTANCE OF 1841.72 FEET; THENCE DEPARTING SAID EAST LINE RUN SOUTH 89°48'26" WEST, 795.90 FEET; THENCE NORTH 82°18'54" WEST, 466.51 FEET; THENCE SOUTH 87°34'06" WEST, 280.94 FEET; THENCE NORTH 03°27'12" WEST, 345.89 FEET; THENCE NORTH 61°07'39" WEST, 135.05 FEET; THENCE NORTH 72°09'11" WEST, 108.95 FEET; THENCE NORTH 79°47'52" WEST, 108.76 FEET; THENCE SOUTH 87°40'26" WEST, 111.46 FEET; THENCE SOUTH 67°49'32" WEST, 148.62 FEET; THENCE SOUTH 47°30'48" WEST, 76.26 FEET; THENCE SOUTH 31°03'42" WEST, 57.36 FEET; THENCE SOUTH 14°15'53" WEST, 107.92 FEET; THENCE SOUTH 02°56'53" WEST, 222.55 FEET; THENCE SOUTH 03°17'24" EAST, 369.22 FEET; THENCE SOUTH 12°19'40" EAST, 71.27 FEET; THENCE SOUTH 22°40'24" EAST, 70.77 FEET; THENCE SOUTH 00°20'05" EAST, 326.28 FEET TO THE SOUTH LINE OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 13; THENCE SOUTH 89°39'55" WEST ALONG SAID SOUTH LINE, 440.97 FEET TO THE SOUTHWEST CORNER OF SAID EAST 1/2 OF THE SOUTHWEST 1/4; THENCE NORTH 00°30'44" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE SOUTHWEST 1/4, A DISTANCE OF 2641.07 FEET TO THE SOUTHWEST CORNER OF THE EAST 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 13; THENCE NORTH 00°30'22" WEST ALONG THE WEST LINE OF SAID EAST 1/2 OF THE NORTHWEST 1/4, A DISTANCE OF 624.67 FEET; THENCE DEPARTING SAID WEST LINE RUN NORTH 89°32'10" EAST, 2654.42 FEET TO THE POINT OF BEGINNING.

CONTAINING 149.691 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF THE WEST ½ OF THE NORTHEAST ¼ OF SECTION 13, TOWNSHIP 19 SOUTH, RANGE 28 EAST, LAKE COUNTY, FLORIDA, BEING S00°17'46"E A GRID BEARING BASE ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983 (NAD–83–2011 ADJUSTMENT). EAST ZONE. REFERENCED TO THE GEODETIC CONTROL POINTS ESTABLISHED WITHIN THE LAKE COUNTY CONTROL NETWORK, CONTROL POINTS "LK 254 2006" AND "LK 253 2006".
2. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER AND/OR ELECTRONIC SIGNATURE AS SET FORTH IN F.A.C. 5J–17.602(3).
3. DELINEATION OF LANDS SHOWN HEREON IS ACCORDING TO THE CLIENT'S INSTRUCTIONS.

| DATE: 6/27/22 | SCALE: N/A | CAL BY: SEB | DRAWN BY: SEB | JOB NO. 120055 |
|---|---|---|---|---|

| Date | Revisions |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |


*ATLANTIC SURVEYING*
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656–4993/FAX (407) 656–4437
LICENSED BUSINESS #8060

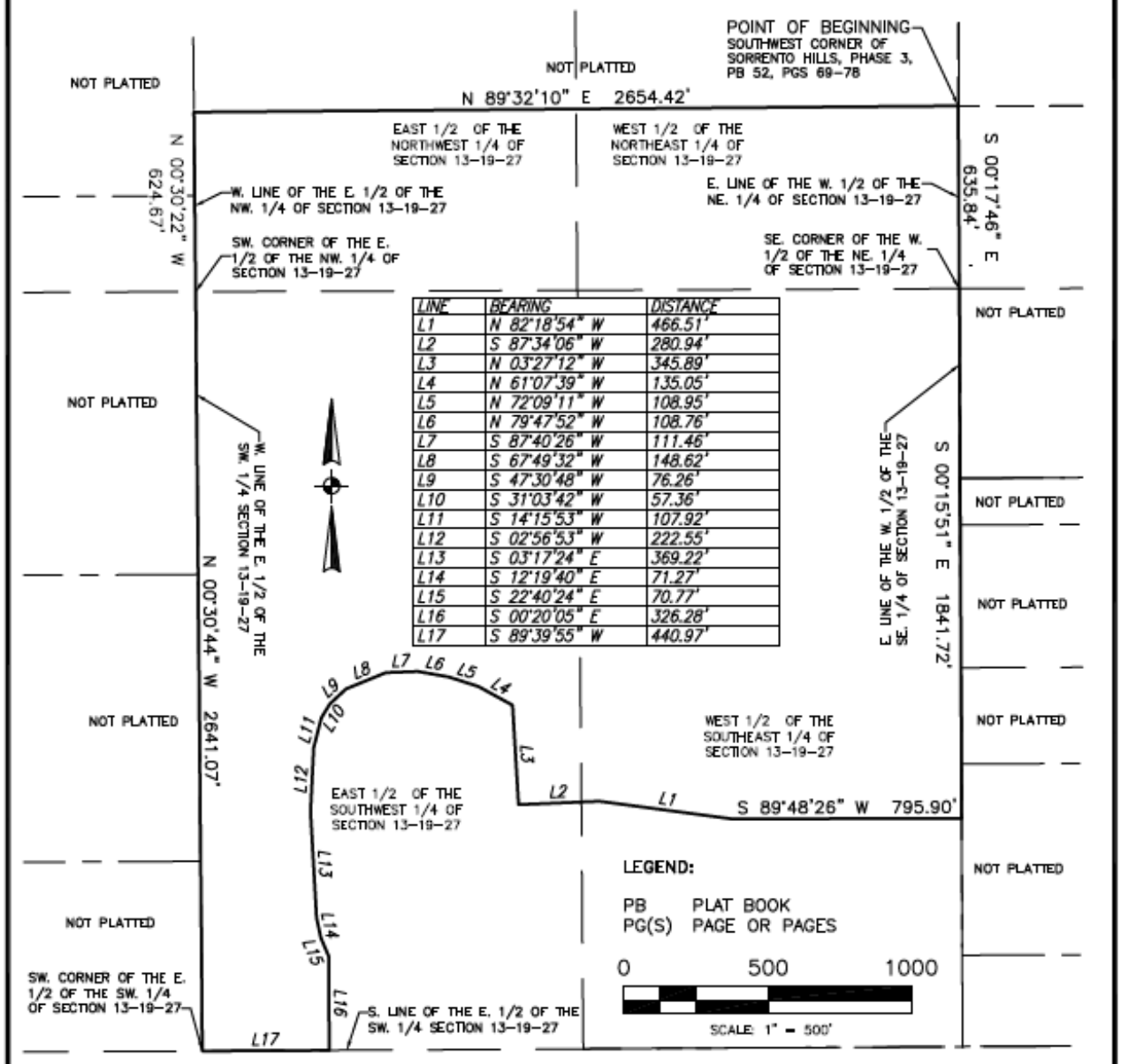

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS PREPARED IN ACCORDANCE WITH THE STANDARDS OF PRACTICE FOR THE PROFESSION OF SURVEYING AND MAPPING AS SET FORTH IN CHAPTER 5J–17 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

STEVEN E. BLANKENSHIP P.S.M. #5361
STATE OF FLORIDA

# SKETCH OF DESCRIPTION

(SORRENTO PINES CDD WEST)

SHEET 2 OF 2




| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N 82°18'54" W | 466.51' |
| L2 | S 87°34'06" W | 280.94' |
| L3 | N 03°27'12" W | 345.89' |
| L4 | N 61°07'39" W | 135.05' |
| L5 | N 72°09'11" W | 108.95' |
| L6 | N 79°47'52" W | 108.76' |
| L7 | S 87°40'26" W | 111.46' |
| L8 | S 67°49'32" W | 148.62' |
| L9 | S 47°30'48" W | 76.26' |
| L10 | S 31°03'42" W | 57.36' |
| L11 | S 14°15'53" W | 107.92' |
| L12 | S 02°56'53" W | 222.55' |
| L13 | S 03°17'24" E | 369.22' |
| L14 | S 12°19'40" E | 71.27' |
| L15 | S 22°40'24" E | 70.77' |
| L16 | S 00°20'05" E | 326.28' |
| L17 | S 89°39'55" W | 440.97' |

| DATE: 6/2/22 | SCALE: 1" = 500' | CAL. BY: SEB | DRAWN BY: SEB | JOB NO. 120055 |
|---|---|---|---|---|

| Date | Revisions |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |


**ATLANTIC SURVEYING**
308 S. DILLARD STREET
WINTER GARDEN, FLORIDA 34787
(407) 656-4993/FAX (407) 656-4437
LICENSED BUSINESS #8060