

Olympus Community Development District

12051 Corporate Boulevard, Orlando, FL 32817; 407-723-5900

<http://olympuscdd.com/>

Notice is hereby given that the Board of Supervisors (“**Board**”) of the Olympus Community Development District (“**District**”) will hold a regular meeting of the Board of Supervisors on **May 1, 2020 at 2:00 p.m.** to be conducted by telephonic conferencing communications media technology pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida Statutes. The proposed agenda for this Board Meeting is found below.

Please use the following information to join the telephonic conferencing:

Phone: 1-844-621-3956 Participant Code: 796 580 192#

AUDITOR SELECTION COMMITTEE MEETING AGENDA

- Roll Call to Confirm Quorum
- Review and Approval of Audit Documents
 - Audit RFP
 - Instructions to Proposers
 - Evaluation Criteria – with and without price
- Adjournment

BOARD OF SUPERVISORS’ MEETING AGENDA

Organizational Matters

- Roll Call to Confirm a Quorum
- Public Comment Period
- 1. Discussion regarding Executive Orders 20-52 & 20-69
- 2. Consideration of the Minutes of the February 21, 2020 Organizational Meeting
- 3. Consideration of the Minutes of the February 21, 2020 Landowners’ Meeting
- 4. Letter from Supervisor of Elections – Lake County

Business Matters

- 5. Public Hearing on the Adoption of the District’s Fiscal Year 2019-2020 Budget
 - Public Comments and Testimony
 - Board Comments
 - Consideration of **Resolution 2020-27, Adopting Fiscal Year 2019-2020 Budget and Appropriating Funds**
- 6. Public Hearing on the Adoption of District Rules of Procedure
 - Presentation of the Rules of Procedure
 - Public Comments and Testimony



- Board Comments
- Consideration of **Resolution 2020-28, Adopting Rules of Procedure**
- 7. Public Hearing on the Imposition of Special Assessments
 - Presentation of the Rules of Procedure
 - Public Comments and Testimony
 - Board Comments
 - Consideration of **Resolution 2020-29, Levying Special Assessments**
- 8. Consideration of **Resolution 2020-30, Approving a Preliminary Budget for Fiscal Year 2021 and Setting a Public Hearing Date** *[suggested date of August 7, 2020]*
- 9. Consideration of **Resolution 2020-31, Re-setting the Date, Time and Location of the Public Hearing on Expressing the Intent of the District to Utilize the Uniform Method of Levy, Collection and Enforcement of Non Ad-Valorem Assessments**
- 10. Consideration of Statement of Qualifications for the Position of District Engineer
- 11. Consideration of Professional Engineering Services Agreement with Matthews Design Group LLC
- 12. Consideration of Updated Engineers Report
- 13. Consideration of **Resolution 2020-26, Bond Resolution**
- 14. Ratification of Payment Authorization Nos. 2 – 6
- 15. Review of District's Financial Position and Budget to Actual YTD

Other Business

A) Staff Reports

- District Counsel
- Interim Engineer
- District Manager

B) Supervisor Requests and Audience Comments

Adjournment



**Olympus
Community Development District**

Auditor Selection Committee

**OLYMPUS COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES**

The Olympus 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, 2020, with an option for (4) four additional optional annual renewals. 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 the City of Clermont, Florida, and has an annual operating budget of approximately \$_____. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2020, be completed no later than April 15, 2021.

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 eight (8) copies of their proposal to PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, Florida 32817 ("District Manager") telephone (407) 723-5900, in an envelope marked on the outside "Auditing Services, Olympus Community Development District." Proposals must be received by _____ a/p.m. on _____, _____, 2020, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

Lynne Mullins
Assistant 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.

OLYMPUS COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2020

City of Clermont, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than _____, _____, **2020**, at ___ a/p.m., at the offices of District Manager, located at PFM Group Consulting, LLC, 12051 Corporate Blvd., Orlando, Florida 32817, telephone (407) 723-5900. 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 eight (8) copies 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 – Olympus Community Development District” on the face of it.

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 (the “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 for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

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.

**Olympus
Community Development District**

Executive Orders 20-52 & 20-69

STATE OF FLORIDA

OFFICE OF THE GOVERNOR

EXECUTIVE ORDER NUMBER 20-52

(Emergency Management - COVID-19 Public Health Emergency)

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and presents with symptoms similar to those of influenza; and

WHEREAS, in late 2019, a new and significant outbreak of COVID-19 emerged in China; and

WHEREAS, the World Health Organization previously declared COVID-19 a Public Health Emergency of International Concern; and

WHEREAS, in response to the recent COVID-19 outbreak in China, Iran, Italy, Japan and South Korea, the Centers for Disease Control and Prevention (“CDC”) has deemed it necessary to prohibit or restrict non-essential travel to or from those countries; and

WHEREAS, on March 1, 2020, I issued Executive Order number 20-51 directing the Florida Department of Health to issue a Public Health Emergency; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 7, 2020, I directed the Director of the Division of Emergency Management to activate the State Emergency Operations Center to Level 2 to provide coordination and response to the COVID-19 emergency; and

WHEREAS, as of March 9, 2020, eight counties in Florida have positive cases for COVID-19, and COVID-19 poses a risk to the entire state of Florida; and

WHEREAS, the CDC currently recommends community preparedness and everyday prevention measures be taken by all individuals and families in the United States, including voluntary home isolation when individuals are sick with respiratory symptoms, covering coughs and sneezes with a tissue and disposal of the tissue immediately thereafter, washing hands often with soap and water for at least 20 seconds, using of alcohol-based hand sanitizers with 60%-95% alcohol if soap and water are not readily available and routinely cleaning frequently touched surfaces and objects to increase community resilience and readiness for responding to an outbreak; and

WHEREAS, the CDC currently recommends mitigation measures for communities experiencing an outbreak including staying at home when sick, keeping away from others who are sick, limiting face-to-face contact with others as much as possible, consulting with your healthcare provider if individuals or members of a household are at high risk for COVID-19 complications, wearing a facemask if advised to do so by a healthcare provider or by a public health official, staying home when a household member is sick with respiratory disease symptoms if instructed to do so by public health officials or a health care provider; and

WHEREAS, as Governor, I am responsible for meeting the dangers presented to this state and its people by this emergency.

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. Because of the foregoing conditions, I declare a state of emergency exists in the State of Florida.

Section 2. I designate the Director of the Division of Emergency Management (“Director”) as the State Coordinating Officer for the duration of this emergency and direct him to execute the State’s Comprehensive Emergency Management Plan and other response, recovery, and mitigation plans necessary to cope with the emergency. Additionally, I designate the State Health Officer and Surgeon General as a Deputy State Coordinating Officer and State Incident Commander.

Pursuant to section 252.36(1)(a), Florida Statutes, I delegate to the State Coordinating Officer the authority to exercise those powers delineated in sections 252.36(5)-(10), Florida Statutes, which he shall exercise as needed to meet this emergency, subject to the limitations of section 252.33, Florida Statutes. In exercising the powers delegated by this Order, the State Coordinating Officer shall confer with the Governor to the fullest extent practicable. The State Coordinating Officer shall also have the authority to:

A. Seek direct assistance and enter into agreements with any and all agencies of the United States Government as may be needed to meet the emergency.

B. Designate additional Deputy State Coordinating Officers, as necessary.

C. Suspend the effect of any statute, rule, or order that would in any way prevent, hinder, or delay any mitigation, response, or recovery action necessary to cope with this emergency.

D. Enter orders as may be needed to implement any of the foregoing powers; however, the requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such orders issued by the State Coordinating Officer; however, no such order shall remain in effect beyond the expiration of this Executive Order, to include any extension.

Section 3. I order the Adjutant General to activate the Florida National Guard, as needed, to deal with this emergency.

Section 4. I find that the special duties and responsibilities resting upon some State, regional, and local agencies and other governmental bodies in responding to the emergency may require them to suspend the application of the statutes, rules, ordinances, and orders they administer. Therefore, I issue the following authorizations:

A. Pursuant to section 252.36(1)(a), Florida Statutes, the Executive Office of the Governor may suspend all statutes and rules affecting budgeting to the extent necessary to provide budget authority for state agencies to cope with this emergency. The requirements of sections 252.46 and 120.54(4), Florida Statutes, do not apply to any such suspension issued by the Executive Office of the Governor; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extension.

B. Each State agency may suspend the provisions of any regulatory statute prescribing the procedures for conduct of state business or the orders or rules of that agency, if strict compliance with the provisions of any such statute, order, or rule would in any way prevent, hinder, or delay necessary action in coping with the emergency. This includes, but is not limited to, the authority to suspend any and all statutes, rules, ordinances, or orders which affect leasing, printing, purchasing, travel, and the condition of employment and the compensation of employees. For the purposes of this Executive Order, “necessary action in coping with the emergency” means any emergency mitigation, response, or recovery action: (1) prescribed in the State Comprehensive Emergency Management Plan (“CEMP”); or (2) ordered by the State Coordinating Officer. The requirements of sections 252.46 and 120.54, Florida Statutes, shall not apply to any such suspension issued by a State agency; however, no such suspension shall remain in effect beyond the expiration of this Executive Order, to include any extensions.

C. In accordance with section 465.0275, Florida Statutes, pharmacists may dispense up to a 30-day emergency prescription refill of maintenance medication to persons who reside in an area or county covered under this Executive Order and to emergency personnel who have been activated by their state and local agency but who do not reside in an area or county covered by this Executive Order.

D. In accordance with section 252.38, Florida Statutes, each political subdivision within the State of Florida may waive the procedures and formalities otherwise required of the political subdivision by law pertaining to:

1) Performance of public work and taking whatever prudent action is necessary to ensure the health, safety, and welfare of the community;

2) Entering into contracts; however, political subdivisions are cautioned against entering into time and materials contracts without ceiling as defined by 2 CFR 200.318(j) or cost plus percentage contracts as defined by 2 CFR 200.323(d);

3) Incurring obligations;

4) Employment of permanent and temporary workers;

5) Utilization of volunteer workers;

6) Rental of equipment;

7) Acquisition and distribution, with or without compensation, of supplies, materials, and facilities; and,

8) Appropriation and expenditure of public funds.

E. All State agencies responsible for the use of State buildings and facilities may close such buildings and facilities in those portions of the State affected by this emergency, to the extent necessary to meet this emergency. I direct each State agency to report the closure of any State

building or facility to the Secretary of the Department of Management Services. Under the authority contained in section 252.36, Florida Statutes, I direct each County to report the closure of any building or facility operated or maintained by the County or any political subdivision therein to the Secretary of the Department of Management Services. Furthermore, I direct the Secretary of the Department of Management Services to:

- 1) Maintain an accurate and up-to-date list of all such closures; and,
- 2) Provide that list daily to the State Coordinating Officer.

Section 5. I find that the demands placed upon the funds appropriated to the agencies of the State of Florida and to local agencies are unreasonably great and the funds currently available may be inadequate to pay the costs of coping with this emergency. In accordance with section 252.37(2), Florida Statutes, I direct that sufficient funds be made available, as needed, by transferring and expending moneys appropriated for other purposes, moneys from unappropriated surplus funds, or from the Budget Stabilization Fund.

Section 6. All State agencies entering emergency final orders or other final actions in response to this emergency shall advise the State Coordinating Officer contemporaneously or as soon as practicable.

Section 7. Medical professionals and workers, social workers, and counselors with good and valid professional licenses issued by states other than the State of Florida may render such services in Florida during this emergency for persons affected by this emergency with the condition that such services be rendered to such persons free of charge, and with the further condition that such services be rendered under the auspices of the American Red Cross or the Florida Department of Health.

Section 8. All activities taken by the Director of the Division of Emergency Management and the State Health Officer and Surgeon General with respect to this emergency before the issuance of this Executive Order are ratified. This Executive Order shall expire sixty days from this date unless extended.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 9th day of March, 2020.



RON DESANTIS, GOVERNOR

ATTEST:



SECRETARY OF STATE

FILED
2020 MAR -9 PM 5:52
TALLAHASSEE, FLORIDA

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 20-69

(Emergency Management – COVID-19 – Local Government Public Meetings)

WHEREAS, on March 1, 2020, I issued Executive Order 20-51 directing the Florida Department of Health to issue a Public Health Emergency as a result of COVID-19; and

WHEREAS, on March 1, 2020, the State Surgeon General and State Health Officer declared a Public Health Emergency exists in the State of Florida as a result of COVID-19; and

WHEREAS, on March 9, 2020, I issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 16, 2020, President Donald J. Trump and the Centers for Disease Control and Prevention (“CDC”) issued the “15 Days to Slow the Spread” guidance advising individuals to adopt far-reaching social distancing measures, such as working from home and avoiding gatherings of more than 10 people; and

WHEREAS, on March 17, 2020, I wrote a letter to Attorney General Ashley Moody seeking an advisory opinion regarding concerns raised by local government bodies about their ability to hold meetings through teleconferencing and other technological means in order to protect the public and follow the CDC guidance regarding social distancing; and

WHEREAS, on March 19, 2020, Attorney General Ashley Moody delivered an opinion to me indicating that certain provisions of Florida law require a physical quorum be present for local government bodies to conduct official business, and that local government bodies may only conduct meetings by teleconferencing or other technological means if either a statute permits a quorum to be present by means other than in person, or that the in person requirement for constituting a quorum is lawfully suspended during the state of emergency; and

WHEREAS, it is necessary and appropriate to take action to ensure that COVID-19 remains controlled, and that residents and visitors in Florida remain safe and secure;

NOW, THEREFORE, I, RON DESANTIS, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, Chapter 252, Florida Statutes, and all other applicable laws, promulgate the following Executive Order to take immediate effect:

Section 1. I hereby suspend any Florida Statute that requires a quorum to be present in person or requires a local government body to meet at a specific public place.

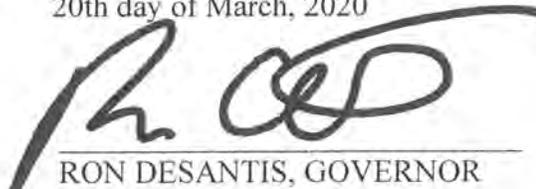
Section 2. Local government bodies may utilize communications media technology, such as telephonic and video conferencing, as provided in section 120.54(5)(b)2., Florida Statutes.

Section 3. This Executive Order does not waive any other requirement under the Florida Constitution and "Florida's Government in the Sunshine Laws," including Chapter 286, Florida Statutes.

Section 4. This Executive Order shall expire at the expiration of Executive Order 20-52, including any extension.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, this 20th day of March, 2020


RON DESANTIS, GOVERNOR

ATTEST:


SECRETARY OF STATE

2020 MAR 20 AM 9:38

F11 ED

**Olympus
Community Development District**

**Minutes of the February 21, 2020
Organizational Meeting**

MINUTES OF MEETING

**OLYMPUS COMMUNITY DEVELOPMENT DISTRICT
ORGANIZATIONAL MEETING**

**Friday, February 21, 2020 10:01 a.m.
Clermont City Center (Board Room),
620 West Montrose Street,
Clermont, FL 34711**

Board Members present:

Michael J. Carroll, Sr.	Board Member
Michael Carroll, Jr.	Board Member
Matt Carroll	Board Member
Russ Caldwell	Board Member
Edward Dempsey	Board Member

Also present were:

Johnathan Johnson	Hopping Green & Sams, P.A.
Hank Fishkind	PFM Financial Advisors, LLC
Lynne Mullins	PFM Group Consulting, LLC
Jennifer Walden	PFM Group Consulting, LLC (via phone)
Rob Matthews III	Matthews Design Group, Inc.
Chris Buttemore	Matthews Design Group, Inc.
Brett Sealy	MBS Capital Markets, LLC
Misty Taylor	Bryant Miller Olive P.A.

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

Dr. Fishkind called the Organizational meeting of the Olympus CDD to order at 10:01 a.m. and the roll was called.

SECOND ORDER OF BUSINESS

Public Comment Period

Dr. Fishkind called for any public comments on any agenda items. There were no public comments at this time.

THIRD ORDER OF BUSINESS

Swearing in Newly Elected Board Members

Ms. Mullins administered the oath of office prior to the Board Meeting.

FOURTH ORDER OF BUSINESS

**Overview of the Florida “Government in the
Sunshine” Regulations and other Board
Member Responsibilities**

- a) Statement of Financial Interest, Form 1**
- b) Board Member Compensation**

Mr. Johnson explained the Sunshine Law. The Board and District are subject to public record request. This includes e-mail and District staff recommend keeping a separate folder for District business, in case there is a public records request. Additionally, the Board should not discuss District business outside of a Board meeting. He advised the Board not to confer via email and to not reply all, that would be a violation of the Sunshine Law. Board Members were directed to contact him or District Management with questions. There may be occasions where one or two Board Members are going to go to another public meeting, if they know that in advance and it has anything to do with the CDD they must contact The District Manager’s Office.

Mr. Johnson explained public records to the Board. Each Board member will receive a District e-mail and he asked the Board to keep everything CDD related in that email, so it is easily accessible if there is ever a public records request. He advised the Board to contact District Management or himself if they receive such a request.

Mr. Johnson explained that the Statement of Financial Interest will need to be filled out by each Board Member and submitted to the Supervisor of Elections in the County in which they reside. It must be filed within the next 30 days..

FIFTH ORDER OF BUSINESS

Review of District Contact List

The Board reviewed the District Contact List and provided updates.

SIXTH ORDER OF BUSINESS

**Consideration of Resolution 2020-01,
Canvassing and Certifying the Results of the
Landowners Election**

Ms. Mullins noted Michael J. Carroll, Sr. and Michael Carroll, Jr. were elected by 248 votes and will each serve a four-year term. Matt Carroll, Russ Caldwell, and Edward Dempsey were elected by 246 votes and will each serve a two-year term.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-01, Canvassing and Certifying the Results of the Landowners Election.

SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-02,
Appointing District Officers**

Dr. Fishkind explained that the Board must appoint a Chair, Vice-Chair, Secretary and Assistant Secretaries. District staff recommends appointing Lynne Mullins as Secretary and Jennifer Walden as Assistant Secretary. The Board discussed appointing Michael Carroll, Jr. as Chair, Michael J. Carroll, Sr. as Vice-Chair, Matt Carroll, Russ Caldwell, and Edward Dempsey as Assistant Secretaries.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Caldwell, with all in favor, the Board approved Resolution 2020-01, Appointing District Officers as follows: Michael Carroll, Jr. as Chair, Michael J. Carroll, Sr. as Vice-Chair, Lynne Mullins as Secretary, Jennifer Walden, Matt Carroll, Russ Caldwell, and Edward Dempsey, as Assistant Secretaries.

EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-03,
Designating Treasurer and Assistant
Treasurer**

Dr. Fishkind recommended Jennifer Glasgow as Treasurer and Amanda Lane as Assistant Treasurer.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Matt Carroll, with all in favor, the Board approved Resolution 2020-03, Designating Jennifer Glasgow as Treasurer and Amanda Lane as Assistant Treasurer.

NINTH ORDER OF BUSINESS

**Consideration of Resolution 2020-04,
Appointing District Manager, Assessment
Consultant, and Investment Representative
a) District Management Agreement
b) Financial Advisory Agreement**

Dr. Fishkind explained that this Resolution appoints PFM as the District Manager, Assessment Consultant, and Investment Representative for the District. The District Management Agreement is attached to the Resolution as Exhibit A and the Financial Advisory Agreement as Exhibit B.

On MOTION by Mr. Michael J. Carroll, Sr. seconded by Mr. Michael Carroll, Jr. with all in favor, the Board approved Resolution 2020-04, Appointing District Manager, Assessment Consultant, and Investment Representative.

TENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-05,
Designating the Primary Administrative
Office and Principle Headquarters**

Dr. Fishkind recommended the Board designate the District Manager’s Office as the Primary Administrative Office and the Principle Headquarters will be this location or the local library. Dr. Fishkind requested a motion to approve Resolution 2020-05 and delegate authority to the Chair to work with District staff to identify the local office.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-05, Designating the Primary Administrative Office and Principle Headquarters and delegating authority to the Chair to work with District staff to identify a local office.

ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-06,
Appointing District Counsel
a) District Counsel Retainer Letter
b) District Counsel Agreement**

Dr. Fishkind recommended Mr. Jonathan Johnson as District Counsel. Mr. Johnson said a few words about himself and his firm.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-06, Appointing Hopping Green & Sams as District Counsel.

TWELFTH ORDER OF BUSINESS

**Consideration of Resolution 2020-07,
Designating Registered Agent & Office**

District staff recommended Mr. Jonathan Johnson as the Registered Agent and Hopping Green & Sams as the District’s Registered Office.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-07, Designating Registered Agent & Office.

THIRTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-08,
Appointing Interim Engineer
a) Interim District Engineer Agreement
b) Approval of Work Authorization**

Dr. Fishkind stated this lists Matthews Design Group, Inc., as the Interim District Engineer. His agreement is attached as an exhibit to the resolution. Mr. Matthews provided a few words about his company. Dr. Fishkind requested approval of Work Authorization #1 which the scope of the work is for meetings and assistance as well as the Engineer’s Report.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr. with all in favor, the Board approved Resolution 2020-08, Appointing Interim Engineer and Work Authorization No. 1.

FOURTEENTH ORDER OF BUSINESS

**Authorization of RFQ for District
Engineering Services under the CCNA**

Mr. Johnson explained the Board will get back a statement of qualifications and by Statute it is non-price based. At the next meeting the Board will rank the Engineer’s and authorize staff to negotiate a contract and at the meeting after that the Board will have pricing and a final contract to approve.

Dr. Fishkind noted at the back of Tab 12 in the agenda packages is the criteria and is a standard set of weights. He recommended the Board review the weights; they can be adjusted but if no change a motion from the Board to authorize District staff to move forward with the RFQ process.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board authorized District staff to publish the RFQ District Engineering Services under the CCNA and bring back the qualifications package(s) to a future meeting.

FIFTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-09,
Authorizing the Chairman and Vice
Chairman to Execute Conveyance
Documents**

Dr. Fishkind explained this resolution authorizes the Chairman to execute conveyance documents.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carrol, Sr., with all in favor, the Board approved Resolution 2020-09, Authorizing the Chairman and Vice Chairman to Execute Conveyance Documents.

SIXTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-10,
Annual Meeting Schedule for Fiscal Year
2019/2020**

District staff is proposing the 1st Friday of each month at 1:00 p.m. at this location. A discussion took place about the time for the meetings.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-10, Annual Meeting Schedule for Fiscal Year 2019/2020 on the 1st Friday of each month at 1:00 p.m. at the Clermont City Center, 620 West Montrose Street, Clermont, FL 34711.

SEVENTEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-11,
Approving Fiscal Year 2019/2020 Proposed
Annual Budgets and Setting a Public
Hearing Date for Final Adoption**

Dr. Fishkind presented Resolution 2020-11 and recommended the public hearing date for the final budget be on May 1, 2020 at 1:00 p.m. at this location.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr. with all in favor, the Board approved Resolution 2020-11, Approving Fiscal Year 2019/2020 Proposed Annual Budget and Setting a Public Hearing Date for Final Adoption on May 1, 2020 at 1:00 p.m. at the Clermont City Center, 620 West Montrose Street, Clermont, FL 34711.

EIGHTEENTH ORDER OF BUSINESS

**Consideration of FY 2019/2020 Budget
Funding Agreement**

Dr. Fishkind explained that the FY 2019/2020 Budget Funding Agreement is with Olympus Sports & Entertainment Group, LLC whereby they agree to fund the O&M Budget for Fiscal Year 2020.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved the FY 2019/2020 Budget Funding Agreement.

NINETEENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-12,
Setting a Public Hearing on Adoption of
Rules of Procedure**
a) Rules of Procedure
b) Note of Rule Development
c) Notice of Rulemaking

Dr. Fishkind provided an overview of Resolution 2020-12 and included behind the Resolution is the proposed rules and notices. District staff is recommending the public hearing date be set for May 1, 2020 at 1:00 pm.

Mr. Johnson noted the Rules of Procedure includes a mandatory dispute resolution of procedure prior to someone taking the District to circuit court.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-12, Setting a Public Hearing on Adoption of Rules of Procedure on May 1, 2020 at 1:00 p.m. at the Clermont City Center, 620 West Montrose Street, Clermont, FL 34711.

TWENTIETH ORDER OF BUSINESS

Consideration of Establishment of Auditor Selection Committee

Dr. Fishkind explained this District needs to have audited financial statements. In order to have an Auditor the Board must appoint an Auditor Selection Committee. District staff recommended that the Board appoint the five Board Members as the Auditor Selection Committee.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Appointing the Five Board Members as the Auditor Selection Committee.

TENTY-FIRST ORDER OF BUSINESS

Consideration of Resolution 2020-13, Expressing the Intent of the District to Utilize the Uniform Method of Levy, Collection and Enforcement of Non Ad-Valorem Assessments and Setting a Public Hearing Date Thereon

Dr. Fishkind recommended setting the public hearing on the District’s intent to utilize the Uniform Method on May 1, 2020 at 1:00 p.m.

Mr. Sealy explained anytime the District markets Bonds they are making representations that it the intent of the District to levy and collect assessments pursuant to the Uniform Method. It provides Bondholders with some surety to the extent that for some reason the assessments don’t get paid, when they are collected together with property taxes that there is an efficient tax certificate sale process in the State of Florida. It is a critical component to the District marketing bonds.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Dempsey, with all in favor, the Board approved Resolution 2020-13, Expressing the Intent of the District to Utilize the Uniform Method of Levy, Collection and Enforcement of Non Ad-Valorem Assessments and Setting a Public Hearing Date on May 1, 2020 at 1:00 p.m. at the Clermont City Center, 620 West Montrose Street, Clermont, FL 34711.

TWENTY-SECOND ORDER OF BUSINESS

Consideration of Resolution 2020-14, Setting Forth the Policy of the District with Regard to the Support and Legal Defense of Board of Supervisors and District Staff

Dr. Fishkind presented Resolution 2020-14 which provides indemnification and legal support to all members of the Board, District Management, Secretary, Assistant Secretaries, Treasurer and Assistant Treasurers.

Mr. Johnson told the Board within 14 days of receipt of a demand letter, a summons, or they are served with process to contact Dr. Fishkind or District Counsel because there will be timeframes by which the District’s insurer will require that the District put them on notice. Chapter 111 of the Florida Statutes requires the District to indemnify and defend Bard Members in their service.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-14, Setting Forth the Policy of the District with Regard to the Support and Legal Defense of Board of Supervisors and District Staff.

TWENTY-THIRD ORDER OF BUSINESS

Authorization to Obtain General Liability and Public Officers Insurance

Dr. Fishkind requested authorization from the Board to obtain General Liability and Public Officers Insurance.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Dempsey, with all in favor, the Board authorized the Chairman to select General Liability and Public Officers Insurance at a not-to-exceed amount of \$7,000.00.

TWENTY-FOURTH ORDER OF BUSINESS

Consideration of Resolution 2020-15, Providing for the Public's Opportunity to be Heard Addressing Public Meetings and Public Comment Period

Dr. Fishkind and The Board reviewed Resolution 2020-15, providing for the public's opportunity to be heard.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-15, Providing for the Public's Opportunity to be Heard Addressing Public Meetings and Public Comment Period.

TWENTY-FIFTH ORDER OF BUSINESS

Consideration of Resolution 2020-16, Adoption of Records Retention Policy; and Providing for Severability and Effective Date

Dr. Fishkind explained that this Resolution appoints the Secretary as the District's Records Custodian.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-16, Adoption of Records Retention Policy; and Providing for Severability and Effective Date.

TWENTY-SIXTH ORDER OF BUSINESS

Consideration of Resolution 2020-17, Adoption of Travel Reimbursement Policy

Dr. Fishkind explained that this resolution provides for travel reimbursement for Board Members.

On MOTION by Mr. Matt Carroll, seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-17, Adoption of Travel reimbursement Policy.

Dr. Fishkind explained the Board Member compensation. They are entitled to receive \$200.00 for each meeting they attend. He asked if each Board Member will choose to receive or waive compensation. Each Board Member chose to waive compensation.

TWENTY-SEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2020-18,
Adoption of Prompt Payment Act Policies
and Procedures**

Dr. Fishkind explained the Prompt Payment act and recommended approval.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-18, Adoption of Prompt Payment Act Policies and Procedures.

TWENTY-EIGHTH ORDER OF BUSINESS

**Consideration of Resolution 2020-19,
Authorizing the Filing Notice of
Establishment**

Dr. Fishkind explained ratifies the filing of the notice of establishment. Mr. Johnson stated the notice of establishment had to be filed within 30 days of the effective date of the ordinance. He requested the Board to ratify his actions.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-19, Authorizing the Filing Notice of Establishment.

TWENTY-NINTH ORDER OF BUSINESS

**Consideration of Agreement between the
Olympus CDD and Newagetutors, LLC D/B/A
VGlobalTech, for Website Auditing,
Remediation, and Maintenance Services**

Dr. Fishkind explained this agreement is between the District and VGlobalTech to establish the District website and ensure the website is compliant with ADA requirements.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Caldwell, with all in favor, the Board approved the Agreement between the Olympus CDD and Newagetutors, LLC D/B/A VglobalTech, for Website Auditing, Remediation, and Maintenance Services

THIRTIETH ORDER OF BUSINESS

**Consideration of Resolution 2020-20,
Authorizing the District Manager or
Treasurer to Execute the Public Depositors
Report**

Dr. Fishkind requested a motion to approve Resolution 2020-20, Authorizing the District Manager or Treasurer to Execute the Public Depositors Report and other financial reports as required by law.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-20, Authorizing the District Manager or Treasurer to Execute the Public Depositors Report.

Ms. Mullins explained District staff is either recommending Synvus Bank or Valley Bank. Dr. Fishkind requested the Board delegate authority to District staff to speak to the banks and choose one for the District.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board authorized District staff to speak to Synvus and valley Bank and choose one for the District.

THIRTY-FIRST ORDER OF BUSINESS

**Consideration of Resolution 2020-21,
Authorization to Establish Checking
Account and Designation of Authorized
Signatories for Operating Account(s)**

Dr. Fishkind presented Resolution 2020-21 to the Board for approval.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-21, Authorization to Establish Checking Account and Designation of Authorized Signatories for Operating Account(s).

THIRTY-SECOND ORDER OF BUSINESS

**Consideration of Resolution 2020-22,
Adopting Alternative Investment Guidelines**

Dr. Fishkind presented Resolution 2020-22, Adopting Alternative Investment Guidelines.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-22, Adopting Alternative Investment Guidelines.

THIRTY-THIRD ORDER OF BUSINESS

**Consideration of Resolution 2020-23,
Internal Controls Policy**

Mr. Johnson mentioned that this came out of the Legislative Session Last year. This policy was reviewed by PFM and most of the Auditors that do Special District Auditing and their comments were incorporated.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-23, Internal Controls Policy.

Mr. Johnson requested a motion from the Board to authorize each resolution and public hearing to reflect the 1st Friday of the month at 2:00 p.m.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved changing each resolution and public hearing to reflect the 1st Friday of the month at 2:00 p.m.

THIRTY-FOURTH ORDER OF BUSINESS

Consideration of Bond Financing Team Funding Agreement

Dr. Fishkind presented the Bond Financing Team Funding Agreement. Mr. Johnson stated the costs are tracked separately from the other funding agreement that was approved because these will get repaid.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved the Bond Financing Team Funding Agreement.

THIRTY-FIFTH ORDER OF BUSINESS

Consideration of Underwriter Agreement

Dr. Fishkind asked Mr. Sealy to discuss the Underwriter Agreement with MBS Capital Markets. Mr. Sealy explained his firm specializes in Community Development District finance. He explained that Underwriters structure, market, and sell the Bonds.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Underwriter Agreement.

THIRTY-SIXTH ORDER OF BUSINESS

Consideration of Bond Counsel Agreement

Dr. Fishkind explained the Bond Counsel Agreement. Ms. Taylor explained the work that Bryant Miller Olive P.A. does for CDDs.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved the Bond Counsel Agreement with Bryan Miller Olive P.A..

THIRTY-SEVENTH ORDER OF BUSINESS

Consideration of Trustee Agreement

Dr. Fishkind explained the Trustee Agreement. This agreement is with US Bank.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved the Trustee Agreement with US Bank.

THIRTY-EIGHTH ORDER OF BUSINESS

Consideration of Engineer’s Report

Dr. Fishkind explained the Developer who sponsored this District has a development program for the land at Olympus. The Board needs a Capital Improvement Plan to establish how they would as the staff and this government to install the infrastructure necessary to support the development plan.

The Developer has asked Matthews Group who the board retained as Interim Engineer to provide and Engineer’s Report that would describe the Capital Improvement Plan and estimate the cost.

Mr. Buttemore presented the Engineer’s Report. Ms. Taylor explained when anything is financed on a tax exempt basis the monies can only be spent on qualified projects and tax exempt Bond proceeds cannot be spent on

anything that creates private use. She reviewed the Engineer Report and identified some private electrical which prevent the District from doing financing certain of those improvements with tax exempt bonds. It can be part of the District's CIP but cannot be funded with tax exempt Bond proceeds.

Dr. Fishkind requested a motion to accept and approve the Engineer's Report.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board accepted and approved the Engineer's Report.

THIRTY-NINTH ORDER OF BUSINESS

Consideration of Master Assessment Methodology Report for Bond Validation

Dr. Fishkind noted the development plan will cost \$31,445,124.00.00. He presented the Master Assessment Methodology Report for Bond Validation. He noted it must show that there is special benefit and the assessments are equitably assessed.

Dr. Fishkind noted Mr. Buttemore estimated the District needs the infrastructure that costs \$31,000,000.00. In order to raise the \$31,000,000.00 outlined in Table 3 the District must issue Bonds eventually. Dr. Fishkind estimated that to raise \$31,445,124.00 the District will issue \$38,280,000.00 in Bond Debt in two Phases. Phase 1 consists of the southern part of the property towards 27 Roadway Corridor and Phase 2 will be the balance of the District.

Table 2 outlines the special benefit. Dr. Fishkind explained the calculation to show special benefit and the equitable allocation of the Assessments based on the ERU.

Mr. Johnson explained the Board is not adopting these for the purpose of establishing a lien today they are adopting these for the purpose of setting a public hearing. Changes can be made and will not become final until the District holds the public hearing.

Dr. Fishkind requested a motion to approve the Master Assessment Methodology Report.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved the Master Assessment Methodology Report.

FOURTIETH ORDER OF BUSINESS

Consideration of Resolution 2020-24, Declaring Special Assessments

Dr. Fishkind explained this resolution declares the Board's intent as a government to impose special assessments as described in the Master Assessment Methodology Report to fund the Engineer's Report and the amounts that Mr. Buttemore described. This resolution also puts the public on notice and the Landowner on notice that the District is planning to impose special assessments on their property to pay for this Capital Improvement Plan.

The District will put its Assessment Methodology, Engineer's Report and its plans and specifications in a place available to the public and the District will have a preliminary assessment roll to be published and sent via mailed notice and hold a public hearing to sit as a Board of equalization. The Board will either finalize or alter the assessments at that point. Dr. Fishkind recommended the public hearing be held on May 1, 2020 at 2:00 p.m. he requested approval of Resolution 2020-24.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Resolution 2020-24, Declaring Special Assessments.

FOURTY-FIRST ORDER OF BUSINESS

**Consideration of Resolution 2020-25,
Setting Public Hearing for Imposing Special
Assessments**

Dr. Fishkind noted that District staff recommends May 1, 2020 at 2:00 p.m. at this location.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Michael J. Carroll, Sr., with all in favor, the Board approved Resolution 2020-25, Setting Public Hearing for Imposing Special Assessments for May 1, 2020 at 1:00 p.m. at the Clermont City Center, 620 West Montrose Street, Clermont, FL 34711.

FOURTY-SECOND ORDER OF BUSINESS

**Consideration of Resolution 2020-26, Bond
Resolution**

Dr. Fishkind asked Ms. Taylor to hold off on the Bond Resolution for now because there is some discussion about the potential that someone may come to the District to install a hockey stadium and or a soccer stadium. The District would need to work with Mr. Buttemore to get a Capital Improvement Plan and estimates for those types of things. The Bond Resolution would outline all the bonds that the District would ever issue and District staff was not quite ready to discuss this yet. Resolution 2020-26 will be tabled for the next meeting so the District can commence the validation process so the District can issue long term Bonds. District staff may be discussing with the Underwriter and team perhaps a Bond Anticipation Note to be used until the District gets to Bonds. Dr. Fishkind answered Board Member questions.

FOURTY-THIRD ORDER OF BUSINESS

Consideration of Funding Request No. 1

Dr. Fishkind explained that this is a typical request of \$25,000.00 to have funds available to pay initial invoices that start coming in for the District.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the Board approved Funding Request No. 1.

FOURTY-FOURTH ORDER OF BUSINESS

Staff Reports

Attorney: No Report

Interim Engineer: No Report

District Manager: No Report

FOURTY-FIFTH ORDER OF BUSINESS

**Audience Comments & Supervisor
Requests**

There were no Supervisors requests and there were no audience members present.

FOURTY-SIXTH ORDER OF BUSINESS

Adjournment

There was no further business to discuss. Dr. Fishkind requested a motion to adjourn.

On MOTION by Mr. Michael Carroll, Jr., seconded by Mr. Caldwell, with all in favor, the February 21, 2020 Organizational Meeting of the Olympus Community Development District was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**Olympus
Community Development District**

**Minutes of the February 21, 2020
Landowners' Meeting**

MINUTES OF MEETING

**OLYMPUS COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' ELECTION
Friday, February 21, 2020
Clermont City Center
620 West Montrose Street,
Clermont, FL 34711
Called to order at 10:00 a.m.**

Present:

Michael J. Carroll, Sr.	Proxy Holder
Michael Carroll, Jr.	Board Member
Matt Carroll	Board Member
Russ Caldwell	Board Member
Edward Dempsey	Board Member
Lynne Mullins	PFM Group Consulting, LLC
Hank Fishkind	PFM Financial Advisors, LLC
Johnathan Johnson	Hopping Green and Sams

FIRST ORDER OF BUSINESS

Call to Order and Roll Call

The meeting was called to order at 10:00 a.m.

SECOND ORDER OF BUSINESS

**Appointment of Chairperson
for the Purpose of
Conducting the
Landowners' Meeting**

Ms. Mullins, as Assistant District Manager, was appointed chair of the Landowners' meeting.

**Determination of Number of
Voting Units Represented or
Assigned by Proxy**

Ms. Mullins noted that Mr. Michael J. Carroll, Sr. was appointed the Proxyholder for Olympus Orlando Holdings, LLC which owns 247.20 acres and allows for 248 votes.

**Acceptance of Nominations
for the Board of Supervisors**

Mr. Michael J. Carroll, Sr. nominated himself, Michael J. Carroll, Sr. for Seat 1, Michael Carroll, Jr. for Seat 2, Matt Carroll for Seat 3, Russ Caldwell for Seat 4, and Edward Dempsey for Seat 5. There were no further nominations.

Casting of Ballots

The votes were cast as follows:

Michael J. Carroll, Sr.	248 votes
Michael Carroll, Jr.	248 votes
Matt Carroll	246 votes
Russ Caldwell	246 votes
Edward Dempsey	246 votes

**Ballot Tabulations and
Announcement of Election
Results**

Thus, Michael J. Carroll, Sr. and Michael Carroll, Jr. will each serve a four-year term and Matt Carroll, Russ Caldwell, and Edward Dempsey will each serve a two-year term.

THIRD ORDER OF BUSINESS

Adjournment

Ms. Mullins requested a motion to adjourn the Landowners' Election.

On MOTION by Mr. Michael J. Carroll, Sr., seconded by Mr. Michael Carroll, Jr., with all in favor, the February 21, 2020 the Olympus Community Development District Landowners' Election was adjourned.

Secretary / Assistant Secretary

Chairperson / Vice Chairperson

**Olympus
Community Development District**

**Supervisor of Elections
– Lake County**



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April 16, 2020

Lynne Mullins, Assistant District Manager
12051 Corporate Blvd
Orlando FL 32817

Re: District Counts

The number of registered voters within the Olympus Community Development District as of April 15, 2020 is 0.

If we may be of further assistance, please contact this office.

Sincerely,

D. Alan Hays
Lake County Supervisor of Elections

OUR COMMITMENT

- ✓ Voter Confidence
- ✓ Excellent Service
- ✓ Accurate & Efficient Elections
- ✓ Responsible Financial Stewardship

**Olympus
Community Development District**

**Resolution 2020-27,
Adopting Fiscal Year 2019-2020 Budget
and Appropriating Funds**

RESOLUTION 2020-27

THE ANNUAL APPROPRIATION RESOLUTION OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019, AND ENDING SEPTEMBER 30, 2020; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Olympus Community Development District (the “District”) was established by Ordinance No. 2019-48, adopted by the City Council of the City of Clermont, Florida, effective as of December 10, 2019; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Olympus Community Development District (the “Board”) the proposed budget for the Fiscal Year 2019-2020, which concludes September 30, 2020; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference;

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 1st DAY OF MAY, 2020.

ATTEST:

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____

Its: _____

Exhibit A: Adopted Budget

Olympus Community Development District
Adopted Annual Operations & Maintenance Budgets
Exhibit A

**Estimated Full
FY 2019-2020**

Revenues

Developer Contributions	\$ 124,875.00
Total Revenues	\$ 124,875.00

General & Administrative Expenses

Engineering	\$ 10,000.00
District Management	50,000.00
District Counsel	25,000.00
Assessment Administration	7,500.00
Dissemination Agent	5,000.00
Audit Fees	5,000.00
Website Establishment, Maint	5,700.00
Conference Calls	50.00
Postage and Shipping	260.00
General Liability Insurance	2,057.00
Public Officials' Liability Insurance	1,683.00
Travel and Per Diem	1,000.00
Meeting Room	900.00
Copies	300.00
Legal Advertising	9,500.00
Dues, Licenses & Fees	175.00
Bank Fees	250.00
Miscellaneous	500.00
Total Expenditures	\$ 124,875.00

Net Income (Loss)	\$ -
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**Olympus
Community Development District**

**Resolution 2020-28,
Adopting Rules of Procedure**

RESOLUTION 2020-28

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

WHEREAS, Olympus Community Development District (“**District**”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Clermont, Florida; and

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

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

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

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

SECTION 1. The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure replace all prior versions of the Rules of Procedure, and shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

SECTION 2. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of May, 2020.

ATTEST:

OLYMPUS COMMUNITY DEVELOPMENT DISTRICT

Secretary

Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure

EXHIBIT A:
RULES OF PROCEDURE

**RULES OF PROCEDURE
OLYMPUS COMMUNITY DEVELOPMENT DISTRICT**

EFFECTIVE AS OF MAY 1, 2020

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Rule 1.0 General.

- (1) The Olympus Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by 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 (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
 - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
 - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
 - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
 - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
 - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable

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

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

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled “Record of Proceedings,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation 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 required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (407) 723-5900. 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.”
- (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: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

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

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

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

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

- (a) The texts of the proposed rule and the adopted rule;
- (b) All notices given for a proposed rule;
- (c) Any statement of estimated regulatory costs for the rule;
- (d) A written summary of hearings, if any, on the proposed rule;
- (e) All written comments received by the District and responses to those written comments; and
- (f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

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

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

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

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

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

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

Rule 3.0 Competitive Purchase.

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

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
 - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

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

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

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

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

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

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
 - (a) Hold all required applicable state professional licenses in good standing;
 - (b) Hold all required applicable federal licenses in good standing, if any;
 - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
 - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

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

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

(4) Competitive Selection.

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

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
 - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
 - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
 - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.

- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

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

(1) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Rule 3.3 Purchase of Insurance.

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

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

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

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

Rule 3.4 Pre-qualification

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

responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

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

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
- i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
 - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
 - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
 - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
 - vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

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

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

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

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

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

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

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

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

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
 - (a) The project is undertaken as repair or maintenance of an existing public facility;
 - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
 - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
 - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
 - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
 - b. Hold all required applicable federal licenses in good standing, if any;
 - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
 - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

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

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

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

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

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest 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 _____, 2020, 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.

**Olympus
Community Development District**

**Resolution 2020-29, Levying
Special Assessments**

RESOLUTION 2020-29

A RESOLUTION OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

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

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

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

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

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

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

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct certain stormwater management system, roadway improvements, water and sewer improvements, landscaping and hardscaping improvements, trails, and other improvements, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

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

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Project (the "Project"), the nature and location of which was initially described in Resolution 2020-24 and is shown in the *Report of District Engineer* dated February 2020 (the "Engineer's Report"), and which Project's plans and specifications are on file in the District's records office at 12051 Corporate Blvd., Orlando, Florida 32817; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

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

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

(g) By Resolution 2020-24, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2020-24 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2020-24 said Resolution 2020-24 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2020-24, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2020-25 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure

improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

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

(l) On May 1, 2020, a public hearing and meeting of the Board (“Public Hearing and Meeting”) was held in compliance with all legal requirements including, but not limited to, the requirements of Section 286.011, *Florida Statutes*, as supplemented and/or amended by Executive Orders 20-52 and 20-69, as may be amended, supplemented, or extended from time to time (“Executive Order”), issued by the Governor of Florida in connection with the state of emergency declared as a result of COVID-19. The Public Hearing and Meeting was held for the necessary public purpose of considering matters related to the levy of the Special Assessments utilizing telephonic or video conferencing communications media technology in compliance with the Executive Order. The public was invited to participate in the Public Hearing and Meeting through in-person attendance, remote telephonic or video conferencing communications media technology, and/or by submission of questions and comments to the District Manager in advance of the Public Hearing and Meeting.

(m) At the Public Hearing and Meeting on May 1, 2020, at the time and place specified in paragraph (l) above, as specified in Resolution 2020-25, and notice referred to in paragraph (l) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(n) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board of Supervisors of the District further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer’s Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer’s Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Master Assessment Methodology Report*, dated February 21, 2020 (the “Assessment Report”) attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein (the “Special Assessments”); and

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

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2020-24, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

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

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

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of

bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or, one time, a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

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

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

provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

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

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

(c) The foregoing is based on the District's understanding with the landowner that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Special Assessments to developable acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in **Exhibit B** from being developed. In no event shall the District collect Special Assessments pursuant to this Resolution in excess of the total debt service related to the Project, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Special Assessments collected in excess of the District's total debt service obligation for the Project, the Board shall by resolution take appropriate action to equitably reallocate the Special Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in

the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution.

SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

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

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

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

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

APPROVED AND ADOPTED THIS 1st DAY OF MAY, 2020.

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: *Report of District Engineer, dated February 2020*

Exhibit B: *Master Assessment Methodology Report, dated February 21, 2020*

Exhibit A

Engineer's Report

OLYMPUS
COMMUNITY DEVELOPMENT DISTRICT
Report of District Engineer
February 2020

Prepared for:

Olympus
Community Development District
Clermont, Florida

Prepared by:

Chris Buttermore, P.E.
Matthews Design Group, LLC
St. Augustine, Florida

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INTRODUCTION

The Olympus Community Development District (the "District") encompasses approximately 243.63 acres, more or less, in the City of Clermont, Florida, and is located in Sections 21 & 28, Township 23 South, and Range 26 East. Primary access will be provided from US Highway 27. Exhibit A is a Vicinity Map that represents the site location. Exhibit B is an adjacent roadway map that represents the surrounding road network.

Current plans are to complete capital improvements needed to support the development of the Olympus Planned Unit Development (PUD) based on the districts within the Olympus community. These PUD based districts include Conservation & Open Space District (COS), Residential Neighborhood Single-Use District (RSD), Office & Medical Services Single-Use District (OSD), Hospitality Single-Use District (HSD), Urban Mixed-Use District (UMU), and Urban Special-Use District (USU). The current PUD, approved by the City of Clermont, will be used for determining what development will be allowed in each district.

The District has been established as a Community Development District which is a local unit of special-purpose government. Exhibit C provides a Metes & Bounds Boundary Description and Map of the District. The majority of all construction and development activities associated with the Community are wholly contained within or in close proximity to the limits established for the District.

There are two types of offsite improvements associated with the District:

1. Cost sharing for the Hancock Road utility extension from the District northward to Hartwood Marsh Road.
2. Proportionate share payment for additional offsite roadway. No obligation has been imposed for signalization improvements as per the approved traffic impact analysis. However, any future signalization requirement would be the responsibility of the District.

These improvements benefit the District specifically and the public more generally. The offsite improvements will ultimately be owned and maintained by the City of Clermont, Lake County, or the Florida Department of Transportation.

The District and/or Olympus Sports & Entertainment Group, LLC, a Florida limited liability company ("Developer"), or its successors or assigns will be responsible for offsite improvements that directly benefit the District. The City of Clermont will participate in a cost share of item 1 above as part of a Developer's Agreement.

The Olympus Community Development District is governed by a Board of Supervisors consisting of five (5) members. The Board of Supervisors are as follows. Their terms, powers and duties are as described in Chapter 190, Florida Statutes:

- (a) Michael Carroll Sr
- (b) Michael Carroll Jr
- (c) Russ Caldwell
- (d) Matt Carroll
- (e) Edward Dempsey

The District is management by PFM Group Consulting, LLC. Hopping, Green & Sams, P.A., serves as District General Counsel (the "District Counsel"). Matthews Design Group, LLC. is interim the District Engineer (the "District Engineer"). The District Manager oversees the operation and maintenance of the District, as supervised by the Board of Supervisors.

PURPOSE AND SCOPE

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the infrastructure improvements necessary for development activities as well as to be financed and/or acquired by the District. The District will finance, acquire and/or construct, operate, and maintain a portion of the infrastructure improvements that are needed to serve the Community and allocate the costs for these infrastructure improvements to the property owners within the District. The Developer is currently the owner of all the lands within the District and is the master developer of the Community. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the lands within the District as required by the City of Clermont. This Engineer's Report reflects the District's present intentions. The implementation and completion of the Capital Improvement Program ("CIP") outlined in this Report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction or acquisition of the improvements. Cost estimates contained in this Report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

DEVELOPMENT DESCRIPTION

Olympus is planned for multiple types of development, including residential, retail, office, medical, hospitality, sports/civil and recreational. Development will be controlled by the PUD based District the development will be located within and by the approved PUD text. As mentioned, US Highway 27 will provide access to the District from the west. The District is primarily bound on the west by the US Highway 27, bound on the north and east by Schofield Road, and bound on the south by undeveloped property.

LAND USE

As stated, the District consists of 243.63 acres, more or less. The proposed land uses within the District consist of single-family residential (detached and attached), multi-family residential, office, medical services, retail, sports & civic, hotel & hospitality, corporate conference & mixed-use, active recreational open space, passive open space, public & private roadways, conservation areas, jurisdictional wetlands, wetland buffers, and stormwater management areas.

GOVERNMENTAL ACTIONS

On May 14, 2019, Clermont's City Council approved and adopted the Annexation of the District lands into the City of Clermont and the Rezoning of the lands to Planned Unit Development (PUD) by Ordinance No. 2018-35 & 2018-36. Applications for development permits and approvals are being processed for the appropriate federal, state and county governmental agencies consistent with the Olympus District and other local, state and federal regulations. A list of the significant approvals that are required is shown below and

a status summary is shown in Exhibit E.

The following permits are required for the Community:

- **City of Clermont**
 - Annexation – Ordinance 2018-35 (5/14/2019)
 - Rezone – Ordinance 2018-36 (5/14/2019)
 - Utility Plan Approval (Portion of Phases 1 & 2)
 - Concurrent Site/Development/Construction (Phases 1 & 2)
 - Final Plat Approval
- **Lake County**
 - Utility Plan Approval (Portions of Phases 1 & 2)
- **Florida Department of Transportation (FDOT)**
 - Access Permit
 - Drainage Permit
 - Utility Permit
- **Florida Department of Environmental Protection (FDEP)**
 - Permit to Construct Water Distribution Systems (Phases 1 & 2)
 - Permit to Construct Wastewater Collection Systems (Phases 1 & 2)
- **St. Johns River Water Management District**
 - Environmental Resource Permit (Phases 1 & 2)
- **Army Corps of Engineers:**
 - Nationwide
 - US Fish & Wildlife Service

It is Matthews Design Group's opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to affect the improvements described herein, will be obtained during the ordinary course of development. The permit status for the development is summarized in Exhibit D included with this Report.

INFRASTRUCTURE BENEFIT

The project includes the construction of two types of public benefits. These proposed infrastructure improvements include:

1. Project-wide public benefits; and
2. Incidental public benefits.

The project-wide public benefits are provided by infrastructure improvements that serve all development in the District. These public infrastructure improvements include: local roads, adjacent roadway improvements, wastewater, potable water, reclaimed water and irrigation systems, underground electrical systems, street lighting, stormwater management improvements, and landscaping.

Incidental public benefits include those benefits to the general public who do not necessarily reside within the District. The general public will benefit from the District's share of offsite transportation improvements and offsite utility extensions.

The proposed infrastructure improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. The construction and maintenance of the proposed infrastructure improvements are necessary for the development of the assessable property in the District and will benefit the property intended for development and the various uses previously described in this report. As noted, the District may construct, acquire, own, and operate all or any portion of the proposed infrastructure.

The District will operate and maintain some of the infrastructure improvements as noted in Table 1.

CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program ("CIP") includes infrastructure improvements that will provide special benefit to all lands within the District. Said improvements include earthwork, stormwater management facilities, internal roadways, recreational trail system, hardscaping, landscaping, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities. The costs for engineering survey, design and inspection of these elements, other professional services associated with design and construction, permitting, as well as costs for legal and engineering services associated with administering some aspects of the CIP, have been included.

The CIP will also provide offsite infrastructure improvements that will benefit the District as well as adjacent developments, existing and future. These improvements include water and sewer main extensions, roadway extensions, and signalization improvements.

The estimated total cost of the CIP is \$31,445,124 and installation of the CIP improvements will be split into two phases. Refer to Exhibit E for a summary of the costs by infrastructure category and phase for the CIP.

ROADWAYS

District Funded Offsite Roadways:

The Conditions of Approval require certain off-site improvements to be completed as a condition of development of the Community. The District will fund these offsite improvements.

The current plan of development requires the following offsite transportation improvements; the costs of which are included in the estimated project costs in Exhibit E.

- Hancock Road and Utility Extensions

Developer Funded Internal Roadways:

The design of roadways within the District will comply with the City of Clermont's Development Code and the PUD. Based on the current plan of development, the Developer will fund and construct divided 2-lane and 4-lane roads providing access to the developments within the District.

UTILITIES

The District will fund and construct the potable water distribution system, the wastewater collection and transmission system, the reclaimed water distribution systems, and the irrigation water systems. The District will also fund the underground electrical system.

Potable Water, Reclaimed Water and Wastewater

Utility ownership will be split between Lake County and the City of Clermont. A jurisdiction line separating the two agencies runs east/west through the center of the two existing lakes. No interconnect between the agencies' proposed utility mains is proposed. Utility service for the City of Clermont portion of the District will be provided via the water and sewer extension mentioned along the future Hancock Road extension. Utility service for the Lake County portion of the District will be provided by the adjacent development to the south (Hanover). The City of Clermont and Lake County will provide potable water and reclaimed water to the lands within the District and treat wastewater that originates from the District. When completed, the City of Clermont and Lake County will own, operate and maintain the potable water distribution system, reclaimed water distribution system and wastewater collection and transmission system within the District.

Irrigation Water

The landscaped roadways, and some parks, recreational, and common areas will be irrigated using irrigation systems connected to stormwater/irrigation lakes located within the District. The District will own, operate and maintain the irrigation system. Reuse water mains will also be provided for irrigation use.

Underground Electrical System

The District will fund and construct the underground electrical system that will provide service to the lands within the District. Duke Energy will own, operate, and maintain the underground electrical system.

STORMWATER MANAGEMENT SYSTEM

The City of Clermont and the St. Johns River Water Management District ("SJRWMD") regulate the design criteria for the stormwater management system within the District. The majority of the District land is considered a closed basin and will be treated as such during stormwater design and permitting. The northeast portion of the District land has a pre-development flow northward to the land north of Schofield Road. Considerations have been made to both receive runoff from adjacent properties and to allow runoff to leave the District site onto adjacent properties to be consistent with pre-development flows. The pre-development site runoff and water management criteria have been established by the City of Clermont and SJRWMD.

The stormwater management system for the District focuses on utilizing the existing lakes for stormwater retention. The smaller, western lake will be converted to underground treatment and retention so that the surface area can be used as additional open space. The larger, eastern lake will mostly remain as is for retention. Additional smaller ponds and underground treatment facilities will assist with treating the water prior to entering the existing lake.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain existing wetlands and conservation areas.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions are a requirement of more than one regulatory agency and are an integral part of the infrastructure improvements constructed with development projects.
6. To preserve the function of the floodplain storage during the 100-year storm event.

The stormwater management system provides a system for the District that optimizes the drainage, collection, treatment and attenuation of stormwater runoff.

The District will fund, construct and/or acquire the stormwater management system.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, stabilization, inlets, pipe culverts, control structures, and wetland conservation areas.

LANDSCAPE AND HARDSCAPE

Internal roads and some parks or open space will be irrigated and landscaped. All landscaped and hardscaped areas will be in compliance with City of Clermont and PUD development criteria. The District will fund and construct the landscaping along the roads, the open space or park areas, retaining walls, buffer walls, fencing and landscape buffers within the District's boundary. The District will be responsible for maintenance of these items.

Olympus signage and monumentation will also be funded and constructed by the District and maintained by the District.

RECREATIONAL FACILITIES

The District will fund, construct, operate and maintain certain recreational facilities and other passive recreational features within the Development, including the trail system that will traverse throughout the site. The recreational components will generally be within District open space, parks and other public areas.

PROFESSIONAL SERVICES

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for additional pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.

CONTINGENCY

This category includes the cost for adjustments as a result of unexpected field conditions, additional requirements of governmental agencies, market conditions, and other unknown factors that may occur throughout the course of development and construction of the infrastructure. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below in the table.

Table 1: Ownership and Maintenance			
Proposed Infrastructure	Funding	Ownership	Maintenance
Public Roads within District	CDD	CDD	CDD
Street Lights	CDD	CDD	CDD
Drainage System including curb	CDD	CDD	CDD
Trail System	CDD	CDD	CDD
Potable Water	CDD	CITY or COUNTY	CITY or COUNTY
Sewer	CDD	CITY or COUNTY	CITY or COUNTY
Reclaim to Pond	CDD	CITY or COUNTY	CITY or COUNTY
Irrigation Pump	CDD	CDD	CDD
Well Pump	CDD	CDD	CDD
Irrigation System	CDD	CDD	CDD
Landscaping	CDD	CDD	CDD
Ponds/Earthwork for Ponds	CDD	CDD	CDD
Offsite Public Roads (outside of District)	CDD	CITY	CITY
Offsite public utilities & drainage	CDD	CITY	CITY

PROJECT COSTS

The estimated District Funded total cost of the CIP is \$31,445,124.00. Refer to Exhibit E for a summary of the costs by infrastructure category for the CIP.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the City of Clermont, Lake County, and the PUD. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The permits and regulatory approvals identified in this Report are sufficient for the completion of the CIP as described in the development plans. The platting, design and permitting for the development are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this Report are based on preliminary quantities for the infrastructure construction as shown on the master plans, conceptual plans, and developing construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

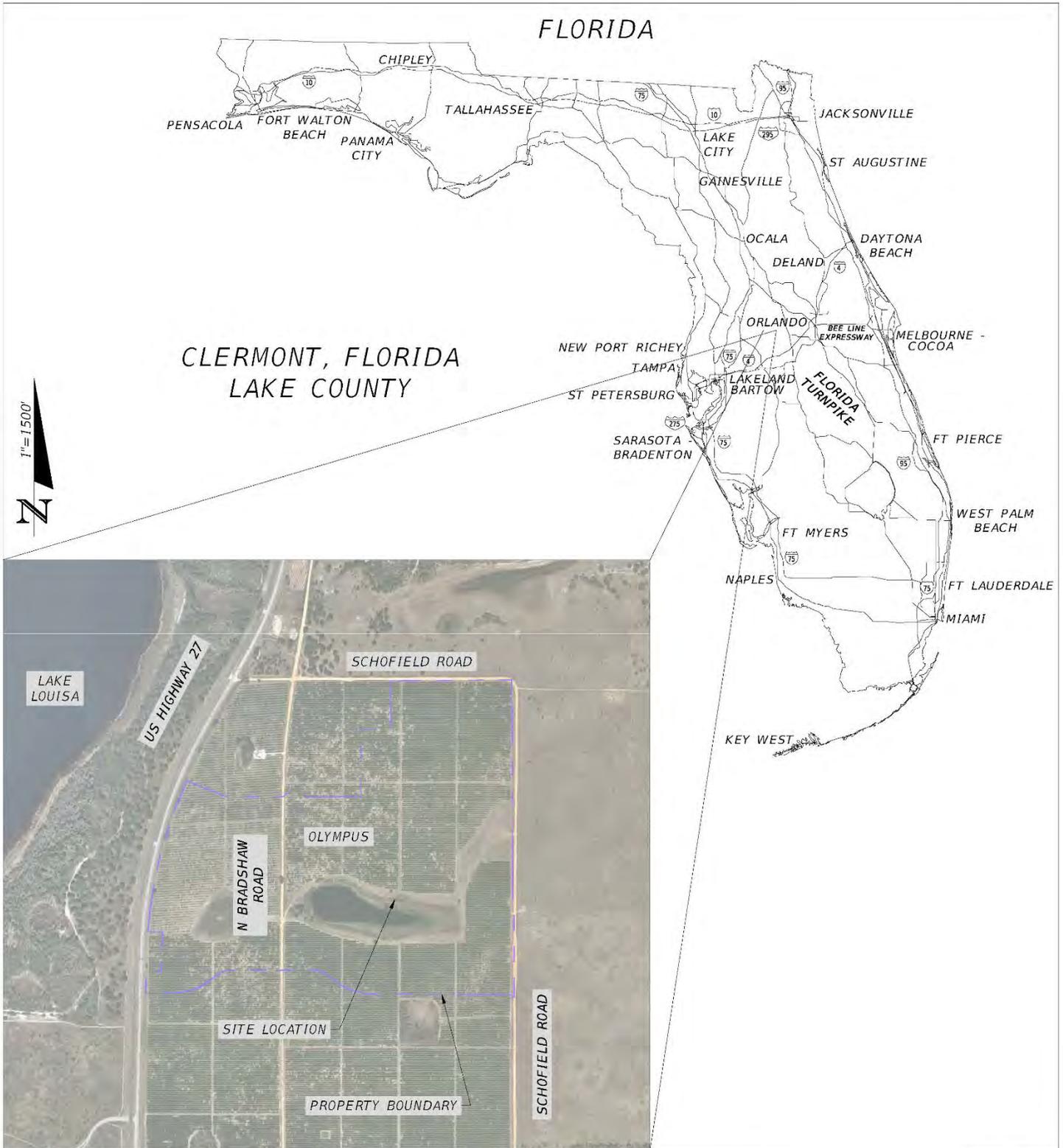
The total construction cost estimate for the infrastructure that has been developed in this Report is only an estimate and not a guaranteed maximum price. The estimated cost is based on recent cost information concerning construction and professional services for similar developments in this area of the County applied to the current plan of development. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The Engineer recommends that in addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on any proposed bonds, the District should also levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District owned improvements.

Chris Buttermore, P.E

Olympus Community Development District Engineer FL Registration No.: 78811

EXHIBIT A
VICINITY MAP



1" = 1500'

MATTHEWS DESIGN GROUP		
SITE	COUNTY	PROJECT NUMBER
OLYMPUS	LAKE	17122

**EXHIBIT A
VICINITY MAP**

SHEET NO.
1 OF 1

EXHIBIT B

ADJACENT ROAD NETWORK MAP



MATTHEWS DESIGN GROUP

SITE	COUNTY	PROJECT NUMBER
OLYMPUS	LAKE	17122

EXHIBIT B
ADJACENT ROAD NETWORK MAP

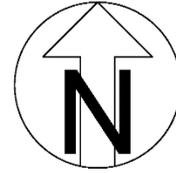
SHEET NO.

EXHIBIT C

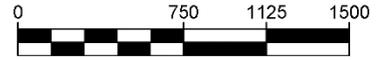
OLYMPUS CDD BOUNDARY METES & BOUNDS DESCRIPTION AND MAP

THIS IS NOT A SURVEY

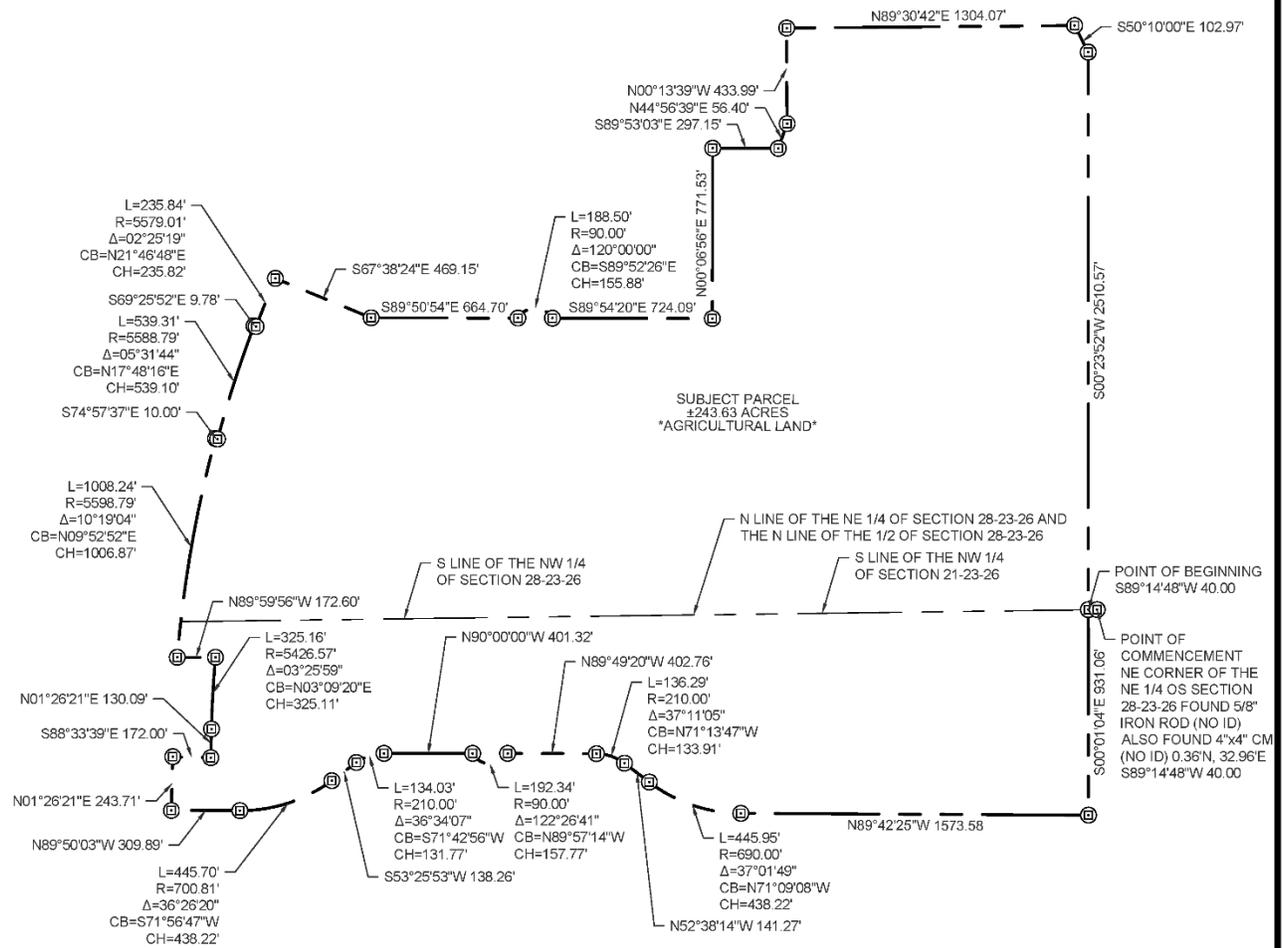
SECTION 21 & 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



GRAPHIC SCALE



1" = 750'



FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OLYMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

1

OF 3

LEGAL DESCRIPTION:

ALL OF THE TRACTS 47, 50, 51, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND ALSO WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHT OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF U.S. HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 40.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.06 FEET; THENCE N89°42'25"W, A DISTANCE OF 1573.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY ; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'41"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT ON NON-TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.34 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 27 ALSO KNOW AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54", A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 12°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 297.15 FEET; THENCE N44°56'39"E, A DISTANCE OF 56.40 FEET; THENCE N00°13'39"W, A DISTANCE OF 433.99 FEET TO THE SOUTH RIGHT OF WAY LINE SCHOFIELD ROAD; THENCE RUN EASTERLY AND SOUTHERLY ALONG SAID RIGHT OF WAY THE FOLLOWING THREE (3) COURSES; THENCE N89°30'42"E, A DISTANCE OF 134.07 FEET; THENCE S50°10'00"E, A DISTANCE OF 102.97 FEET; THENCE S00°23'52"E, A DISTANCE OF 1304.07 FEET; THENCE S50°10'00"E, A DISTANCE OF 102.97 FEET; THENCE S00°23'52"W, A DISTANCE OF 2510.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 10,612,604 SQUARE FEET OF 243.63 ACRES MORE OF LESS.

FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OL YMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

2

OF 3

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S00°18'09"E ALONG THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12069C0675E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "A" AND PARTIALLY LIES WITHIN A FLOOD HAZARD AREA.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 6741948, DATED DECEMBER 18, 2017.
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS SHOWN HEREON WERE IS PER FIELD LOCATED WETLAND FLAGS PER CARTER ENVIRONMENTAL SERVICES, INC, FLAGGED ON 02/20/2018.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
8. THE NORTH RIGHT OF WAY LINE OF SCHOFIELD ROAD AS SHOWN HEREON IS PER THE LAKE COUNTY PROPERTY APPRAISER WEBSITE, NO PUBLIC RECORDINGS WERE PROVIDED TO THIS FIRM FOR THE PORTION OF THE MAINTAINED ROADWAY BY LAKE COUNTY, FLORIDA.
9. THAT PORTION OF SCHOFIELD ROAD (DIRT ROAD) LYING IN SECTIONS 21 AND 28 PARTIALLY LIES OUTSIDE OF THE DEDICATED RIGHT OF WAY AND ENCROACHES WITHIN THE SUBJECT PARCEL AS SHOWN. ACCORDING TO LAKE COUNTY RIGHT OF WAY DEPARTMENT SAID GRADED ROAD IS MAINTAINED BY OSCEOLA COUNTY.
10. NORTH BRADSHAW ROAD SHOWN HEREON IS A 20.00 FOOT WIDE GRADED DIRT ROAD MAINTAINED BY LAKE COUNTY, FLORIDA. LAKE RIGHT OF WAY DEPARTMENT DOES NOT HAVE ANY PUBLIC DEDICATION RECORDINGS FOR THIS ROADWAY AND IT APPEARS THAT THE INTENT OF SAID ROADWAY TO RESIDE WITHIN THE UN-NAMED PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF MONTE CRISTO AS REFERENCED HEREON.

FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OL YMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

3

OF 3

EXHIBIT D

PERMIT STATUS

PERMIT STATUS

	<i>PERMIT TYPE</i>	<i>PHASE 1</i>	<i>PHASE 2</i>
City of Clermont	Annexation	5/14/19	5/14/19
	PUD Rezoning	5/14/19	5/14/19
	Site Development & Construction Plans		
	Utility Plan Approval		
	Final Plat Approval		
Lake County	Utility Plan Approval		
FDOT	Access Permit		
	Drainage Permit		
	Utility Permit		
FDEP	Water Dist. System Permit		
	Wastewater Dist. System Permit		
SJRWMD	Env. Resource Permit		
ACOE	Nationwide Permit		
	US Fish & Wildlife Permit		

EXHIBIT E

ESTIMATED COST OF CONSTRUCTION

EXHIBIT E
OLYMPUS COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED COSTS OF CONSTRUCTION

ONSITE IMPROVEMENTS:	Phase I	Phase II	Total
<u>Roads (Sidewalks, Street signs, Curb, Drainage, Paving):</u>			
Road A	\$1,056,682	\$1,962,409	\$3,019,091
Road B	\$1,363,636	\$0	\$1,363,636
Road C	\$0	\$1,568,181	\$1,568,181
Road D	\$1,768,636	\$0	\$1,768,636
Retaining Walls	\$300,000	\$100,000	\$400,000
Drainage Systems	\$534,010	\$356,006	\$890,016
SUBTOTAL	\$5,022,963	\$3,986,597	\$9,009,560
Survey/Monumentation, Engineering, Certification, Architecture	\$727,756	\$478,391	\$1,206,147
Contingency	\$376,722	\$298,995	\$675,717
ROADWAYS TOTAL (WITH SOFT COST & CONTINGENCY)	\$6,127,441	\$4,763,983	\$10,891,424
<u>Trail System:</u>			
Public Trail	\$750,000	\$0	\$750,000
Athlete Trail	\$0	\$900,000	\$900,000
SUBTOTAL	\$750,000	\$900,000	\$1,650,000
<u>Utility Installation:</u>			
Onsite Water & Sewer	\$258,062	\$200,638	\$458,700
Lift Stations	\$0	\$1,200,000	\$1,200,000
Electric (Pads/Conduit/Boxes) & Seimens Design Work	\$315,000	\$0	\$315,000
Reclaimed	\$92,828	\$72,172	\$165,000
SUBTOTAL	\$665,889	\$1,472,811	\$2,138,700
<u>Hardscape & Landscape:</u>			
Entries Monuments & Landscaping	\$750,000	\$750,000	\$1,500,000
Wayfinding/Signage	\$300,000	\$300,000	\$600,000
Champions Plaza	\$0	\$300,000	\$300,000
Athlete Center Plaza	\$0	\$100,000	\$100,000
SUBTOTAL	\$1,050,000	\$1,450,000	\$2,500,000
Site Grading & Earthwork	\$1,500,000	\$1,500,000	\$3,000,000
Master Stormwater Management Facilities	\$250,000	\$0	\$250,000
TOTAL ESTIMATED ONSITE IMPROVEMENTS	\$10,343,331	\$10,086,793	\$20,430,124

OFFSITE IMPROVEMENTS:Utility Installation:

Water and Sewer Extensions	\$2,400,000	\$0	\$2,400,000
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Hardscape:

Lake Pedestrian Bridge	\$0	\$1,190,000	\$1,190,000
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SUBTOTAL	\$0	\$1,190,000	\$1,190,000
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Roads:

Offsite Roadway Impacts	\$2,125,000	\$4,500,000	\$6,625,000
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Other Offsite Road Improvements	\$500,000	\$0	\$500,000
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Signalization	\$0	\$300,000	\$300,000
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SUBTOTAL	\$2,625,000	\$4,800,000	\$7,425,000
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TOTAL ESTIMATED OFFSITE IMPROVEMENTS	\$5,025,000	\$5,990,000	\$11,015,000
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TOTAL ESTIMATED DISTRICT IMPROVEMENTS	\$15,368,331	\$16,076,793	\$31,445,124
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Exhibit B

Master Assessment Methodology

MASTER ASSESSMENT METHODOLOGY REPORT OLYMPUS COMMUNITY DEVELOPMENT DISTRICT

February 21, 2020

Prepared for

**Board of Supervisors
Olympus Community Development District**

Prepared by

**PFM Financial Advisors LLC
12051 Corporate Boulevard
Orlando, Florida 32817
407-723-5900**

Master Assessment Methodology Report Olympus Community Development District

1.0 Background

The Olympus Community Development District (“District”) was created on December 10, 2019 by the City of Clermont. The District encompasses approximately 243.63 acres. The District Engineer’s report of February, 2020 (“District Engineer’s Report”)¹ provides a description of the area and a location map.

This master assessment report provides a methodology to allocate the debt over the approximately 243.63 acres in Olympus that will receive a special benefit from the proposed District’s portion of the capital improvement plan (“CIP”) to be installed in Olympus (“Properties”). It is the District’s debt-funded capital infrastructure improvements that will allow the development of the Properties in the District. By making development of the Properties within the District possible, the District creates benefits to these Properties.

The methodology described herein allocates the District’s debt to the Properties based upon the benefits each receives from the infrastructure program. In this case the Properties receiving benefit are some 244 acres of land within the District. This report is designed to conform to the requirements of Chapter 170, F.S. with respect to special assessments and is consistent with our understanding of the case law on this subject.²

1.2 Projected Land Use Plan for the Project

The land owner Olympus Orlando Holdings, LLC (“OOH”) Olympus is a mixed-use, sports and health focused, master planned community in Clermont with property identification number 21-23-26-0003-000-00800. Clermont approved a planned unit development plan (“PUD”) that governs the development of Olympus. Table 1 summarizes the land use development plan. The development plan includes: 1,382 hotel rooms, 997 multifamily units for rent and for sale, 225 townhomes, 295,839 square feet of medical and other office space, 123,360 square feet of retail space, 73,584 square feet of restaurants, and 75 acres of sporting facilities.

¹ Mathews Engineering (February 2020), “Olympus Community Development District Report of District Engineer”

² See for City of Winter Springs v. State, 776 So.2d 255 (Fla 2003) and City of Boca Raton, v. State, 595 So.2d 25 (Fla 1992)

All of the volumes are subject to change depending upon market conditions. The Olympus PUD allows the developer to shift land uses among categories within the limits prescribed under the Olympus PUD.

Table 1. Development Plan for Olympus

Category	Volumes
Sports Medicine, Fitness and Medical Offices (square feet)	58,551
Independent and Assisted Living (units)	300
Mixed Use Residential (units)	294
Office (square feet)	237,288
Retail (square feet)	123,360
Town Homes/Villas (units)	225
Apartments (units)	703
Hotel and Hospitality (rooms)	1,382
Restaurants (square feet)	73,584
Sports Venues - Arenas/Stadiums (acres)	100

Source: the Landowner

At the outset, the capital improvement plan for the Project (“CIP”) is based on the projected land uses the Developer plans for the lands comprising the Project as shown in Table 1. However, until either: (a) parcels of land along with their development entitlements are sold by the Landowner to the new landowner and entitlements conveyed or (b) plats are filed, the precise land uses are unknown.

Therefore, the District initially will impose assessments (“Assessments”) on a per gross acre basis on the unsold and unplatted Properties within the District based on the land use plan outlined in Table 1 (or in any updates issued from time to time), and on any sold or platted Property in accordance with its actual land use or contractual entitlement as transferred to the new landowner from the Landowner.

The numerical analysis provided below is illustrative of the assessment methodology. Since actual costs may vary from the estimates, the actual figures may change as information becomes available. However, the information provided here is the best available at this time.

There is one important proviso. The debt per acre on the Property that remains unplatted in the District is not allowed to increase above its Ceiling Amount. The Ceiling Amount is set whenever the District issues debt. It is calculated by dividing the unplatted acres of the Properties in the District into the debt allocated to the unplatted Properties. In addition, this requirement will be tested at four intervals based upon the percentage of total acres that are developed. The intervals are at 25%, 50%, 75% and 100% of the gross acres.

1.3 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law require two things. First, the properties assessed must receive a special benefit from the improvements paid for via the assessments that exceeds the burden of the debt placed upon them. Second, the assessments must be fairly and reasonably allocated to the properties being assessed.

If these two characteristics of valid special assessments are adhered to, Florida law provides wide latitude to legislative bodies, such as the District's Board of Supervisors in approving special assessments. Indeed, Florida courts have found that mathematical perfection is probably impossible, but if reasonable people disagree the assessment will be upheld. Only if the Board was to act in an arbitrary, capricious or grossly unfair fashion would its assessment methods be overturned.

1.4 Special Benefits and General Benefits

New capital Infrastructure improvements included in the CIP create both: (1) special benefits to the Properties and (2) general benefits to properties outside the District. However, as discussed below, these general benefits are incidental in nature and are readily distinguishable from the special benefits which accrue to the Properties.

The CIP described in the District Engineer's Report enables the Properties to be developed. Without the CIP, there would be no infrastructure to support development of Olympus.

There is no doubt that the general public, and property owners outside of the District, will benefit from the provision of the CIP. However, these benefits are incidental to the CIP, which is designed solely to meet the needs of the development of Olympus. Lands outside the District do not depend upon the CIP to obtain, or to maintain, their development entitlements. This fact alone clearly distinguishes the special benefits which the Properties in the District receive compared to those lying outside of the boundaries of the District.

As described in Table 5, the estimated cost of the CIP, as funded totals \$38,280,000. Since the District comprises 243.63 gross acres, the cost per gross acre in the District is \$157,124 on a debt financed basis. As discussed in more detail below, at the time all of the Properties are developed according to the land plan in Table 1, the developed Properties will have absorbed all of the debt that was initially allocated on a gross acre basis.

Therefore, the proper analysis of the special benefit to the Properties in the District planned for development is to compare the current value of the property to be developed to the expected future value of the property after the total CIP is installed. As demonstrated below, the installation of the infrastructure will generate benefits well in excess of its \$157,124 per acre cost by boosting the market value of the now undeveloped property well above the current land value (as described below) plus the cost of the infrastructure.

Table 2 demonstrates the expected special benefit to the Properties from the installation of the CIP. The development plan shown in Table 1 envisions a mixed-use development of hotels, townhomes, apartments, offices, retail space, and sports venues. As described below, Olympus is planned for 3,458 equivalent residential units (“ERU”). Since the District comprises 243.63 gross acres, the plan is for a gross density of 14.2 ERUs per acre.

Based on current market pricing, the estimated sellout value plus the value of the District debt assumed by the Properties totals over \$125 million for an average value of \$40,239 per ERU. Considering the variety of land uses envisioned for Olympus, and the large amount of sports venues planned, the relationship between the average value of an ERU and the finished building pad, or prepared field/venue area, is 50%. In other words, the finished building pads or areas have a value of \$20,119 per ERU.

The CIP has a total cost as financed of \$38,280,000 for 3,458 ERUs, thus the cost to produce a finished pad or area is \$11,070. The market value of the land, as improved by the CIP, is then estimated as the difference between the value of the finished ERU of \$20,119 and the cost of the improvements per lot of \$11,070 resulting in a residual value for the land, as improved, of \$9,049 per ERU. The foregoing market value is subject to change based on the final pricing details of the District’s bond issues and the market value of the products to be built on the Properties.

According to the Lake County Property Appraiser, the 243.66 acres of land that comprise Olympus was purchased for \$12,180,700. The development program produces a density of 14.2 ERUs per acre, so the land value per ERU is \$3,523.

Therefore, the District's CIP will provide a special benefit to the Properties. The cost of the raw land at an expected density of 14.2 ERUs per acre is \$3,523 per ERU. The net increase in the market value of the lots once improved by the District's CIP is estimated at \$9,049. Therefore, the net benefit in market value of the lots after deducting the cost of the land before the improvements is \$5,527 (ie. \$9,049 - \$3,523 = \$5,527). This demonstrates the special benefits generated by the CIP to the Properties.

Table 2. Demonstration of Special Benefit for Properties in Olympus

Category	Amount
ERUs	3,458
District Acreage	243.63
	=====
ERUs/Acre	14.19
Average Price	\$40,239
Finished ERU	\$20,119
Cost per ERU	\$11,070
	=====
Remainder	\$9,049
Land Cost	\$12,180,700
Acres	243.63
Cost/Acre	\$49,997
Cost/ERU	\$3,523
	=====
Net Benefit	\$5,527

2.0 Assessment Methodology

2.1 Overview

The assessment methodology is a process by which the District will allocate the costs associated with its improvement program to properties in the District benefiting from the improvements. The allocation is based upon the benefits that the Properties receive. At the outset, the District has based its CIP on the projected land uses the Landowner plans for Olympus as outlined in Table 1.

2.2 The District’s Capital Improvement Plan for the Assessment Areas and the District Engineer’s Estimate of Cost

Based upon the projected land use plan for Olympus created by the Landowner summarized in Table 1, the District Engineer has developed the CIP summarized Table 3. The Engineer estimates a total project cost of \$31,445,124.

Table 3: District Engineer’s Estimated Costs for The Total Capital Improvement Program for Olympus

<u>ONSITE IMPROVEMENTS:</u>	Phase I	Phase II	Total
ROADS (Sidewalks, Street signs, Curb, Gutter, Drainage Paving):			
Road A	\$1,056,682	\$1,962,409	\$3,019,091
Road B	\$1,363,636	\$0	\$1,363,636
Road C	\$0	\$1,568,181	\$1,568,181
Road D	\$1,768,636	\$0	\$1,768,636
Retaining Walls	\$300,000	\$100,000	\$400,000
Drainage	\$534,010	\$356,006	\$890,016
subtotal	\$5,022,963	\$3,986,597	\$9,009,560
Survey/Monumentation, Engineering, Certification, Architecture	\$727,756	\$478,391	\$1,206,147
Contingency	\$376,722	\$298,995	\$675,717
ROADWAYS TOTALW/SOFT & CONTINGENCY	\$6,127,441	\$4,763,983	\$10,891,424
TRAIL SYSTEM:			
Public Trail	\$750,000	\$0	\$750,000
Athlete Trail	\$0	\$900,000	\$900,000
subtotal	\$750,000	\$900,000	\$1,650,000
UTILITY INSTALLATION:			
On site Water/Sewer	\$258,062	\$200,638	\$458,700
Lift Stations	\$0	\$1,200,000	\$1,200,000
Electric (Pads/Conduit/Boxes) & Seimens Design Work	\$315,000	\$0	\$315,000
Reclaimed	\$92,828	\$72,172	\$165,000
subtotal	\$665,889	\$1,472,811	\$2,138,700
HARDSCAPE & LANDSCAPE:			
Entries Monuments & Landscaping	\$750,000	\$750,000	\$1,500,000
Wayfinding/Signage	\$300,000	\$300,000	\$600,000
Champions Plaza	\$0	\$300,000	\$300,000
Athlete Center Plaza	\$0	\$100,000	\$100,000
subtotal	\$1,050,000	\$1,450,000	\$2,500,000
SITE GRADING & EARTHWORK	\$1,500,000	\$1,500,000	\$3,000,000
MASTER STORMWATER	\$250,000	\$0	\$250,000

TOTAL ESTIMATED ONSITE IMPROVEMENTS	\$10,343,331	\$10,086,793	\$20,430,124
<u>OFFSITE IMPROVEMENTS:</u>			
UTILITY INSTALLATION:			
N/S Water/Sewer Mains	\$2,400,000	\$0	\$2,400,000
HARDSCAPE:			
Lake Pedestrian Bridge	\$0	\$1,190,000	\$1,190,000
subtotal	\$0	\$1,190,000	\$1,190,000
ROADS:			
Offsite Roadway Impacts	\$2,125,000	\$4,500,000	\$6,625,000
Other Offsite Road Improvements	\$500,000	\$0	\$500,000
Signalization	\$0	\$300,000	\$300,000
subtotal	\$2,625,000	\$4,800,000	\$7,425,000
TOTAL ESTIMATED OFFSITE IMPROVEMENTS	\$5,025,000	\$5,990,000	\$11,015,000
TOTAL ESTIMATED DISTRICT IMPROVEMENTS	\$15,368,331	\$16,076,793	\$31,445,124

Source: District Engineer's Report

The District's Financial Advisor has designed a financing program to provide the construction funds needed for the District's CIP. As Table 4 shows, bonds totaling approximately \$38,280,000 are needed to fund the District's share of the CIP. It is anticipated that the bonds will be issued in two phases timed to meet market demand.

The debt service reserve account is set initially at 100% of maximum annual debt service. The bond sizing includes two-years of capitalized interest. We estimated the underwriter's discount at 2.0%. This allowance pays the underwriter for taking the risks involved in purchasing the District's bonds. The cost of issuance pays for the trustee, financial advisor, district counsel and other costs associated with issuing the District's bonds.

[The balance of this page left intentionally blank.]

Table 4: Estimated Size of the Bonds for the District’s Portion of the CIP For the District

Category	Series 2020 Bonds	Series 2023	Total
Construction Fund	\$15,368,331	\$16,076,793	\$31,445,124
Debt Service Reserve	\$1,213,209	\$1,313,579	\$2,526,789
Capitalized Interest	\$1,398,750	\$1,545,863	\$2,944,613
Cost of Issuance	\$300,000	\$300,000	\$600,000
Underwriter's Discount	\$373,000	\$392,600	\$765,600
Original Issue Discount	-\$3,290	\$1,165	-\$2,125
Rounding	=====	=====	=====
	\$18,650,000	\$19,630,000	\$38,280,000

Source: Financial Advisor

2.3 Allocation to Benefiting Properties – The Master Methodology

The discussion offered below illustrates the process by which this report will allocate Assessments levied to pay indebtedness incurred to support the CIP. As described above, until such time as either: (a) Properties are sold along with their entitlements or (b) plats are recorded; the specific land uses in the District are not known with certainty. Therefore, at the outset, the debt is allocated on an acreage basis across all benefited acres in the District totaling approximately 243.63 acres. As the sale and platting process unfolds, the District will more finely articulate the allocation of debt to benefiting Properties based on their land uses.

As noted above, as long as two basic principles are adhered to, Florida law allows the Board of the District great latitude in determining the appropriate methodology to allocate the costs of the CIP to benefiting properties within the District. The two principals are: (1) the properties being assessed must receive a special benefit from the CIP and (2) the assessments allocated to each property must be fairly and reasonably apportioned among the benefiting properties. In allocating special assessment costs to benefiting property Florida governments have used a variety of methods including, but not limited to, front footage, area, trip rates, equivalent residential units, dwelling units, acreage, and value.

As shown in Table 1, the development plan for Olympus anticipates development of 3,458 ERUs. Since the development program includes a wide variety of land uses, it is necessary to put them on a common basis. The most equitable method to allocate the cost of the CIP among the Properties in light of their varying land uses is ERU method. The Florida Supreme Court concluded that the ERU method was a valid methodology in its decision in *Winter Springs v. State*.³ In addition, the ERU methodology is widely used in other similar CDDs.

The ERU method typically identifies a single-family home in the community as its unit of measurement, 1-ERU. In this application the hotel rooms are used as the measurement standard and they are assigned 1-ERU. The other residential categories are scaled based on the hotel rooms scaled at 1-ERU. For example, the townhomes are larger units and expected to average two bedrooms and two baths. These units are allocated 1.5 ERU per unit.

The apartments are smaller and like the townhomes are not rented on a short-term basis. The apartments are assigned 0.5 ERU per unit. The assisted and the independent living units are most analogous to the hotel rooms and therefore are allocated 1-ERU per unit.

The offices, restaurants and retail spaces are allocated 1-ERU per 2,000 square feet of space based on the following considerations. First, these properties are designed primarily to serve the needs generated by the other land uses in Olympus. Thus, they will capture internal trips that would otherwise consume capacity on the District's roadways and on the external roads. The traffic modeling conducted during the entitlement process for Olympus recognized the substantial internal trip capture provided by the land uses in the context of the mixed-use design of Olympus. Second, the expected average, gross, size of: (a) the townhome units and (b) the total square feet of the hotel units (after accounting for public space, meeting rooms, restaurants, and similar uses); on average will approximate 2,000 gross square feet per unit.

The sports venues have large acreage footprints, but they generate fairly modest demands on the District's infrastructure when considered on a full-time equivalent use basis. Only during events and tournaments do these land uses generate substantial demands on the District's infrastructure. These uses are allocated 5 ERU per gross acre.

Table 5 provides the allocations to the Properties using the ERU methodology. Table 5 shows both the total amount of debt allocated to each category of land use as well as the amount per unit.

³ *City of Winter Springs v. State*, 776 So.2d 255 (Fla 2003)

Table 6 shows the annual debt service payments for the Properties. The administrative charges include: (a) costs for collection by the Property Tax Assessor and the Property Tax Collector totaling 3% and (b) an allowance of 4% for the discount on property taxes allowed for early payment.

[The balance of this page left intentionally blank.]

Table 5. Allocation of the Cost of the CIP as Financed to the Properties

Category	Units	ERU/Unit	ERUs	%ERU	Par Debt	Par Debt/Unit
Sports Medicine, Fitness and Medical Offices	58,551	0.001	39.03	1%	\$432,113	\$7.38
Independent and Assisted Living	300	1.000	300.00	9%	\$3,321,050	\$11,070.17
Mixed Use Residential	294	1.000	294.00	9%	\$3,254,629	\$11,070.17
Office	237,288	0.001	118.64	3%	\$1,313,409	\$5.54
Retail	123,360	0.001	61.68	2%	\$682,808	\$5.54
Town Homes/Villas	225	1.500	337.50	10%	\$3,736,182	\$16,605.25
Apartments	703	0.500	351.50	10%	\$3,891,164	\$5,535.08
Hotel and Hospitality	1,382	1.000	1,382.00	40%	\$15,298,973	\$11,070.17
Restaurants	73,584	0.001	73.584	2%	\$814,587	\$11.07
Sports Venues - Arenas/Stadiums	100	5.000	500.00	14%	\$5,535,084	\$55,350.84
			=====	=====	=====	
Total			3,457.94	1.00	\$38,280,000	

Table 6. Estimated Annual Debt Service Payments for the Properties

Land Use	Debt/Unit	Annual Assessment	Administrative Costs	Total Annual Assessment
Sports Medicine, Fitness and Medical Offices	\$7.38	\$0.48	\$0.04	\$0.52
Independent and Assisted Living	\$11,070.17	\$720.13	\$54.20	\$774.33
Mixed Use Residential	\$11,070.17	\$720.13	\$54.20	\$774.33
Office	\$5.54	\$0.36	\$0.03	\$0.39
Retail	\$5.54	\$0.36	\$0.03	\$0.39
Town Homes/Villas	\$16,605.25	\$1,080.20	\$81.31	\$1,161.50
Apartments	\$5,535.08	\$360.07		\$387.17
Hotel and Hospitality	\$11,070.17	\$720.13	\$54.20	\$774.33
Restaurants	\$11.07	\$0.72	\$0.05	\$0.77
Sports Venues - Arenas/Stadiums	\$55,350.84	\$3,600.65	\$271.02	\$3,871.67
		\$27.10		

2.4 True Up Mechanism

The true up mechanism provides a critical safeguard in the assessment process preventing a buildup of debt on undeveloped Properties. The mechanism has two parts: (1) establishment of the Ceiling Amount and (2) application of the test to assure the Ceiling is not exceeded. The Ceiling Amount is established by dividing: (a) the debt that is not allocated to platted Properties in the District by (b) the number of unplatted acres of Properties in the District.

By way of illustration, if the District issues \$18,650,000 in Series 2020 Bonds as planned for Phase 1 of the CIP, then the Ceiling Amount would be set at \$76,551 per gross acre $\$18,650,000 / 243.63$.

The second part of the process is the application of the test to assure that a plat does not cause the debt on the remaining unplatted acres to exceed the Ceiling Amount. The test is conducted at the platting thresholds of 25%, 50%, 75% and 90% based on gross acreage. Table 7 displays the timing for these tests.

At each threshold the District would calculate the remaining unallocated debt per unplatted acre. If the remaining debt per unplatted acre is below the Ceiling Amount, then no further action is needed. However, if the remaining debt were to be above the Ceiling Amount, then the Landowner would be obligated to make a True Up payment to bring the debt per unplatted acre down below the Ceiling Amount.

TABLE 7. STAGE OF DEVELOPMENT FOR TRUE UP TEST

Category	25%	50%	75%	90%
Cumulative Acres	60.9	121.8	182.7	219.3
Unallocated Acres	182.7	121.8	60.9	24.4

3.0 Tax Roll

Table 8 presents the tax roll for the District. The annual assessment amount is calculated based on an estimated interest rate of 5.5% and a term of 30-years. The administrative charges include charges of 1.5% for the Lake County Property Tax Assessor, 1.5% for the Lake County Property Appraiser, and a 4% collection allowance for early payment of property taxes.

Table 8. Tax Roll

Tax ID Number	Acres	Par Debt	Annual Assessment	Administrative Fees	Total Annual Assessment
309001000	243.63	\$38,280,000	\$2,526,789	\$190,188	\$2,716,977
	=====	=====	=====	=====	=====
Total	243.63	\$38,280,000	\$2,526,789	\$190,188	\$2,716,977

**Olympus
Community Development District**

**Resolution 2020-30,
Approving a Preliminary Budget for Fiscal Year
2021 and Setting a Public Hearing Date
*[suggested date of August 7, 2020]***

RESOLUTION 2020-30

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2020/2021 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Olympus Community Development District (“**District**”) prior to June 15, 2020, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2020 and ending September 30, 2021 (“**Fiscal Year 2020/2021**”); 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 OLYMPUS COMMUNITY DEVELOPMENT DISTRICT:

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2020/2021 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for _____, **2020** at _____ **.m.** The hearing may be conducted remotely, pursuant to _____ media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the meeting to be held in person, it will be held at the following location:

LOCATION: _____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of Clermont and Lake County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** 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 days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 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 1st DAY OF MAY, 2020.

ATTEST:

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____
Its: _____

Olympus Community Development District

FY 2021 O&M Proposed Budget

EXHIBIT A

	Estimated FY 2020 Adopted Budget	FY 2021 Proposed Budget
<u>Revenues</u>		
Developer Contributions	\$ 124,875.00	\$ 124,875.00
Total Revenues	\$ 124,875.00	\$ 124,875.00
<u>General & Administrative Expenses</u>		
Engineering	\$ 10,000.00	\$ 10,000.00
District Management	50,000.00	50,000.00
District Counsel	25,000.00	25,000.00
Assessment Administration	7,500.00	7,500.00
Dissemination Agent	5,000.00	5,000.00
Audit Fees	5,000.00	6,000.00
Website Maintenance	5,700.00	2,700.00
Conference Calls	50.00	50.00
Postage and Shipping	260.00	300.00
General Liability Insurance	2,057.00	2,800.00
Public Officials' Liability Insurance	1,683.00	2,350.00
Travel and Per Diem	1,000.00	1,000.00
Meeting Room	900.00	950.00
Copies	300.00	300.00
Legal Advertising	9,500.00	9,500.00
Dues, Licenses & Fees	175.00	175.00
Bank Fees	250.00	250.00
Miscellaneous	500.00	1,000.00
Total Expenditures	\$ 124,875.00	\$ 124,875.00
Net Income (Loss)	\$ -	\$ -

**Olympus
Community Development District**

**Resolution 2020-31,
Re-setting the Date, Time and Location of the Public
Hearing on Expressing the Intent of the District to
Utilize the Uniform Method of Levy, Collection and
Enforcement of Non Ad-Valorem Assessments**

RESOLUTION 2020-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE OLYMPUS COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2020-13 TO RE-SET THE DATE, TIME AND LOCATION OF THE 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; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Olympus Community Development District ("District") was established by an ordinance adopted by the City Council of the City of Clermont, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on February 21, 2020, at a duly noticed public meeting, the District's Board of Supervisors ("Board") adopted Resolution 2020-13, setting 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 for May 1, 2020 at 2:00 p.m. at 620 W. Montrose Street, Clermont, Florida 34711; and

WHEREAS, due to a publication error, the Board desires to change the date of the public hearing.

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

SECTION 1. PUBLIC HEARING DATE RE-SET. Resolution 2020-13 is hereby amended to reflect that the public hearing as declared in Resolution 2020-13 is hereby re-set to **June 5, 2020 at 2:00 p.m.** The hearing may be conducted remotely, pursuant to telephonic media technology and/or by telephone pursuant to Executive Orders 20-52 and 20-69 issued by Governor DeSantis on March 9, 2020, and March 20, 2020, as such orders may be extended, respectively, and pursuant to Section 120.54(5)(b)2., *Florida Statutes*. In the event that conditions allow the hearing to be held in person, it will be held at the following location:

LOCATION: Clermont City Center
620 W. Montrose Street
Clermont, Florida 34711

SECTION 2. RESOLUTION 2020-13 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2020-13 continue in full force and effect.

SECTION 3. 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.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this 1st day of May, 2020.

ATTEST:

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

By: _____

Its: _____

**Olympus
Community Development District**

**Statement of Qualifications for the
Position of District Engineer**

REQUEST FOR QUALIFICATIONS
OLYMPUS CDD

TAB 1

Cover Letter




**MATTHEWS
DESIGN GROUP**



March 20, 2020

PFM Group Consulting, LLC
Attn.: Lynne Mullins
12051 Corporate Boulevard
Orlando, Florida 32817

Dear Ms. Mullins:

Matthews Design Group, LLC (MDG) is pleased to submit our statement of qualifications and SF 330 to provide professional engineering services for the Olympus Community Development District as District Engineer.

Our involvement on efforts to develop the Olympus project over the past two years has been exciting and we are thrilled to continue to be part of such an important and high-profile endeavor. This Olympic training facility will become a shining star not only to the residents of the City of Clermont and Lake County, but also to the national public at large, as it will be the place where Olympic athletes train to perform at their best to represent the United States of America in the pursuit of golden excellence. MDG stands ready to deliver gold standard services to you as the District Engineer. Since 2005, MDG has provided civil engineering services and over the past 15 years, we have earned a solid reputation for providing high-quality, innovative solutions and exceptional client service.

We offer Chris Buttermore, PE as Project Manager for this contract. He will be the primary point-of-contact that will be handling District meetings, construction services, and other engineering tasks. Chris is extremely experienced and knowledgeable in the delivery of professional engineering services that will be required on a continuing basis for the District's systems and improvement projects.

Our technical expertise in civil engineering, site and land development design, stormwater management, roadway design, drainage design, utility design, landscape architecture, construction administration and inspections, and permitting is evident by our sizable list of successful projects of both large and small scale. Specifically, relevant to this contract is MDG's corporate experience in services relevant to the Olympus CDD. Our performance for other Districts is provided in a list within our submittal where MDG delivered engineering services either as the District Engineer or prime engineering consultant.

The most important qualification that MDG brings to this project is the commitment of the firm, at all levels, to develop successful assignments that are technically sound and delivered on schedule within budgetary guidelines. The depth of our staff provides ample capacity to competently complete all assignments in a timely manner. As a sign of this commitment, MDG is committed to opening an office in Clermont to be able to quickly respond to meetings or requests for additional information from the City, County or Contractor.

As president of MDG and principal-in-charge for this contract, I take responsibility for the oversight and delivery of the projects issued under this contract, and fully commit the firm's resources to work order assignments.

MDG anticipates continuing the development of our strong working relationship with you and we encourage you to contact our references and inquire about our firm's performance and quality of work.

Respectfully,
Matthews Design Group, LLC

A handwritten signature in blue ink that reads "Rob A. Matthews III". The signature is written in a cursive style and is positioned above the printed name of the signatory.

Rob A. Matthews III, PE
President

REQUEST FOR QUALIFICATIONS
OLYMPUS CDD

TAB 2 Qualification Statement




**MATTHEWS
DESIGN GROUP**

Company History & Qualifications

Matthews Design Group (MDG) is pleased to provide a general statement of our qualifications including an overview of our firm's history and our core competencies.



Our History...

Since founding in 2005, MDG has earned a **solid reputation as a local leader providing high quality, innovative engineering solutions delivered in a timely and cost-effective manner.** Over the past several years, MDG has experienced steady growth in revenues and personnel. MDG currently has a workforce that includes over 40 professional, technical and support staff. Over the years, we have expanded our service lines from previously just **Civil Engineering services to providing Planning, Landscape Architecture, and Construction Inspection services.** With the addition of these newest service lines,

and more to come in the future, we continue to expand our offerings and increase our value all while maintaining the same high-quality standards and services for which our clients have come to trust from MDG.

Our focus on growing our people along with our vision to "Design a Better Future" has been the foundation of our success. Not only are we **client-focused, but our dedication and service extend into what we do for our community.** Through our extensive charitable and vocational investments in the community, MDG has built strong relationships and developed a deep level of respect with many school districts, permitting agencies, local governments and charitable organizations.

In 2007, MDG earned its first continuing services contract and continues to receive significant repeat business from this agency each year. Our reputation for excellent quality, timely deliverables and customer service has afforded us the opportunity to earn additional continuing services contracts with other public and private clients such as:

- Flagler County (*Continuing Civil Engineering Services*)
- Flagler County School District (*Continuing Engineering Services*)
- Flagler Estates Road and Water Control District (*Continuing Engineering Services - District Engineer*)
- St. Johns County (*Professional Services - Continuing Engineering Services*)
- St. Johns County School District (*Continuing Engineering Services*)
- St. Johns County Parks and Recreation Department (*Continuing Engineering Services*)
- Putnam County (*Continuing Professional Engineering Services*)
- Baker County (*Continuing Technical and/or Engineering Services for Mining Permit Applications*)
- City of Green Cove Springs (*Continuing Engineering for Water, Wastewater, Drainage, Stormwater, Roadway & Parks*)
- City of Jacksonville (*A/E Services for Miscellaneous Park Improvement Projects*)
- City of Flagler Beach (*Emergency Civil/Structural Engineering, Planning & Emergency Management Support Services for Disaster Recovery*)
- City of St. Augustine (*Continuing Contract for Professional Services - Civil & Environmental Engineering*)
- St. Johns River State College (*Continuing Civil Engineering Services*)
- Florida Department of Military Affairs (*Continuing Engineering Services*)
- Schenkel-Shultz, Inc. (*Continuing Civil Engineering Services*)
- Antigua Community Development District (*Continuing Engineering Services - District Engineer*)
- Tolomato Community Development District (*Nocatee, Continuing Engineering Services - District Engineer*)
- Julington Creek Plantation POA (*Continuing Engineering Services*)

“MDG takes pride in its quality of work and the customer satisfaction it affords. Since inception in 2005, MDG has provided both to its clients.”



The MDG Difference...

Our sustained growth is a result of the culture that has been fostered and focused on serving our clients, employees and community. We stay true to our vision to build and shape a better future by providing our clients with high-quality professional services that support responsible growth, are expertly designed, and delivered on time and within budget.

It is the simple, yet often hard to find company attributes, that sets MDG apart from other firms. We are honest, fair, and treat people the way we want to be treated. We say what we do and do what we say.

MDG heavily invests in providing ongoing training and professional development to all staff at every level, such as weekly in-house training, mentoring programs, business and technical education workshops, seminars and/or conferences. This dedication to growing each individual increases skill sets and proficiencies. MDG's culture and focus on employee development and satisfaction allows us to attract and retain the best talent. At MDG, our people are what makes the difference.



Not only are we employee and client-focused, but our dedication and service extends into what we do for our community. We all strongly believe in our responsibility to give back. MDG donates countless hours, dollars, and engineering services to non-profit organizations in local communities each year. Through our extensive charitable and vocational investments in the community, MDG has built strong relationships and developed a deep level of respect with many school districts, permitting agencies, local governments and charitable organizations. MDG employees appreciate being involved in activities that strengthen family and community bonds.

Awards Recognizing Excellence...

MDG has been recognized for our ability to inspire our teams to perform at the highest levels and create an environment where our staff feel valued, can make a difference, and can clearly see their contribution to the overall mission and success of the firm. Since 2016, MDG has been recognized with numerous local, state and national awards for being a "Best Places to Work", "Top Growing Firm", and one of the top 50 "Florida Companies to Watch".



JACKSONVILLE BUSINESS JOURNAL



2019 BEST PLACES TO WORK



This public recognition speaks to the company's commitment to develop a team of professionals who embrace the firm's core values: Experience, Innovation, Quality, and Dedication.

MDG's client base continues to provide the company with repeat business and referrals, sustainable testimonies to the company as a whole and the people within the company.

MDG brings our history of excellence and solid reputation to work for every client.





Technical Capabilities...

From conception to completion, MDG provides a wide range of professional engineering services for public agencies and municipalities, as well as private sector clients. We are experienced in the types of services that may be required under this contract such as Property, Boundary, Easement, R/W, Topographic and Utility Surveys; Paving and Drainage Improvements; Stormwater Management Design; FDOT Roadway and Enhancement Project Design; Traffic Engineering; Special Services such as Feasibility Studies and Planning; Value Engineering; Construction Contract Administration and Construction Engineering and Inspection.

MDG offers a much broader range of design services and expertise than those just listed. A more comprehensive list of our services is shown below.

- Land Use Planning & Development
- Planned Unit Development & Design
- Site Development & Engineering (Residential, Commercial & Industrial)
- Construction Administration
- Construction Engineering Inspection
- Feasibility & Due Diligence Studies
- Stormwater Management & Modeling
- Grading & Drainage Improvements
- Master Planning
- Permitting & Rezoning
- Subdivision Planning & Design
- Landscape Architecture
- Irrigation Design
- Roadway & Sidewalk Design
- Environmental Planning & Design
- Potable Water & Sanitary Sewer
- Project Management
- Water & Wastewater Treatment
- Urban & Regional Planning
- Coordination of Land Surveying & GIS
- Retaining Wall & Bulkhead Design
- Forensic Engineering
- Property Condition Assessments

We provide engineering services for a broad spectrum of clients and project types including:

- Single & Multi-Family Residential Subdivisions
- Professional/Commercial/Industrial & Office Parks
- Municipalities
- Healthcare, Educational & Churches
- Roadways, Sidewalks, Bike Paths & Trails
- Recreational, Parks & Athletic Fields
- Marinas, Boat Ramps & Airports
- Borrow Pits
- Communication Towers

Most of MDG's projects have been permitted and coordinated with agencies having jurisdiction such as the Florida Department of Transportation (FDOT), Federal Emergency Management Agency (FEMA), U.S. Army Corp of Engineers (USACE), St. Johns River Water Management District, (SJRWMD), Florida Department of Environmental Protection (FDEP) and the Florida Fish and Wildlife Conservation Commission (FWC). MDG has also completed numerous private development projects, which also involved planning, roadway and drainage design, utilities, landscape and streetscaping, permitting, and construction administration and inspection.





Our approach to providing a full range of engineering and design solutions to public and private sector clients, combined with our expertise and experience, has given MDG a high-level of knowledge in taking projects from preliminary design and permitting through final design and construction.

Firm Licensure & Prequalifications...

MDG is licensed to perform professional engineering and landscape architecture in the State of Florida and is certified with the State of Florida Department of State.

Our expert staff are also licensed, certified, trained and highly qualified in taking projects from preliminary design and permitting through final design and construction. Our firm is also currently prequalified by FDOT in the following Work Groups, and is certified as a Small Business (SB).

Company Licenses and certifications are shown to the right and key staff licenses are included on the following page.



FDOT Work Group Prequalifications

- 3.1 - Minor Highway Design
- 7.1 - Signing, Pavement Marking and Channelization
- 13.6 - Land Planning/Engineering
- 15 - Landscape Architect

Certifications

- FDOT Certified Small Business
(FDOT prequalified professional services SB size standards amounts are figured by the gross receipts of the business averaged over a three-year period (per FS 337.027), which is less than \$6.5M.)
- CLARB Certified Landscape Architect





Key Staff Professional Engineering Licenses


Ron DeSantis, Governor
Hilary Bohannon, Secretary


STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

MATTHEWS, ROB A. III
 215 20TH ST
 ST. AUGUSTINE FL 32084

LICENSE NUMBER: PE58423
 EXPIRATION DATE: FEBRUARY 28, 2021
 Always verify licenses online at MyFloridaLicense.com

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Ron DeSantis, Governor


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BUTTERMORE, CHRISTOPHER LEE
 75 RUBY WAY
 ST. AUGUSTINE FL 32089

LICENSE NUMBER: PE74811
 EXPIRATION DATE: FEBRUARY 28, 2021
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Jonathan Zechin, Secretary


STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ALMAGUER, BILLY JOE
 899 CENTER CROSSING ROAD
 ST. AUGUSTINE FL 32086

LICENSE NUMBER: PE58541
 EXPIRATION DATE: FEBRUARY 28, 2021
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Jonathan Zechin, Secretary


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 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
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KNOWLES, SCOTT A.
 113 EAST 7TH ROAD
 SAN MATEO FL 32187

LICENSE NUMBER: PE55291
 EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GALLOWAY, JEREMY WAYNE
 10 WILLOW WINDS DRIVEWAY
 ST. JOHNS FL 32259

LICENSE NUMBER: PE70838
 EXPIRATION DATE: FEBRUARY 28, 2021
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Ron DeSantis, Governor


STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
 THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
 PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ACREE, ALEXANDER R
 59 CROWN COLONY RD
 ST. AUGUSTINE FL 32092

LICENSE NUMBER: PE72155
 EXPIRATION DATE: FEBRUARY 28, 2021
 Always verify licenses online at MyFloridaLicense.com

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Hilary Bohannon, Secretary


STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
 THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
 PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

JURNEY, MATTHEW ALAN
 1167 WILKINSON RIDGE CIRCLE
 WINDLEBURG FL 32098

LICENSE NUMBER: LA666693
 EXPIRATION DATE: NOVEMBER 30, 2021
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Hilary Bohannon, Secretary


STATE OF FLORIDA
 DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
 THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
 PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

LANE HART, ERIC J
 4279 GARDNER BLVD UNIT
 JACKSONVILLE FL 32214

LICENSE NUMBER: LA664877
 EXPIRATION DATE: NOVEMBER 30, 2021
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Project Experience

Previous Experience & Knowledge on the Olympus Project...

MDG has a long history of involvement with the Olympus Project (Summer 2017) giving our firm a unique understanding of the client's vision and goals as well as challenges and areas for innovation. To demonstrate our past contributions in the engineering and development of this important project, we provide the following summarization of tasks and actions to date.

- Coordination with geotechnical exploration and environmental consultants for initial field investigations.
- Work with Dantin Consulting on FDOT and traffic planning.
- Initial meetings with FDOT to discuss driveway spacing and variance for full access driveway.
- Initial planning meetings with project team, Dantin Consulting, and City of Clermont.
- Work with Brian Wheeler and Dantin Consulting on parcel uses and projected utility flows, including NW retainer (Exhibit).
- Initial utility planning and cost estimates for northern offsite routes (City of Clermont) – US 27 or Hancock Road Extension (Exhibit). Collection and breakdown of existing as-built data along routes.
- Initial utility planning for southern utility connection (Lake County). Coordination with adjacent developments (Hanover/Dewberry).
- Assisted Dantin Consulting in determining projected impact fees by providing use/building overall areas.
- Coordination with Dantin Consulting and WGI on Schofield Road improvements and how it integrates with Olympus design. Driveway placement and sight distance consideration along western boundary.
- Coordination with WGI on culvert placement along Schofield road for future drainage design.
- Preliminary drainage analysis for pre and post conditions (Report & Exhibits).
- Preliminary utility layouts for proposed conditions (Exhibit).
- Coordination with the Project Planner, Brian Wheeler, on potential grading and retaining wall placement.
- Coordination with project team on initial Phase 1 and 2 development.

Previous Project Experience...

MDG effectively combines strategic planning, experience, creativity, and an integrated approach to each project to ensure project success. Since 2005, MDG has completed thousands of projects, many of them in response to task orders for various municipal and government agencies under continuing services arrangements. MDG's past and present project experience also includes work for numerous communities, churches, developers, and private clients.

A sampling of some of these projects is provided in the following SF 330 Section F and Section H.

Client References...

We are proud to present letters of recommendation on the following pages to support our reputation and level of quality work consistently provided by MDG and its staff.

March 16, 2020

To Whom It May Concern:

We have had the pleasure of working with Matthews Design Group and in particular Alex Acree on numerous educational projects throughout Central Florida over the past 10 years.

Matthews Design Group did an exemplary job in working together with St Johns County Schools to keep their projects on schedule while accomplishing the numerous permitting requirements. The quality of their work was excellent and their sensitivity to the client's goals is shown in the end product.

Mr. Acree's approach of collaborating with the owner and architect is accomplished in a professional manner, from the design phase to the construction phase, and I would highly recommend Matthews Design Group.

Sincerely,



Daniel M. Tarczynski, AIA
Partner / Design



TETRA TECH

September 11, 2019

Matthews Design Group, LLC
Attn: Chris Buttermore, PE
7 Waldo Street
St. Augustine, FL 32084

To Whom it May Concern:

I am pleased to offer my letter of recommendation for Matthews Design Group to provide professional engineering services for your upcoming projects. As a professional engineering consultant, we undertake minor to major projects on behalf of a variety of clients, including municipalities and government agencies. When we need the support of another engineering firm and professional experts who understand the project dynamics, and is very familiar with our needs, Matthews Design Group and Sr. Project Manager Chris Buttermore, PE fits the bill in all of these areas.

MDG served as the offsite roadway improvements subconsultant providing engineering services to improve Pecan Park Road, Duval Road (SR 243), and the offramp onto Duval Road from I-295, in Jacksonville, Florida. The required roadway reconstruction and improvements were associated with the development of an Amazon, Inc. Distribution Center.

Chris successfully managed the design of the numerous roadway improvements, which included complete realignment of the roadway, intersection improvements, widening, addition of turn lanes, signing and pavement marking, MOT, utilities, permitting, Stormwater Pollution Prevention Plan (SWPPP), pedestrian access, multiuse path, and many more key elements of this high-profile project. The entire project came off without incident and was completed on time and on budget. In fact, the American Public Works Associate (APWA) presented our firm with the "Consultant of the Year" award for successful work and collaboration with the project team on this project, which included Matthews Design Group.

I believe that Chris' leadership and job performance during this project proves that the MDG team have the knowledge, expertise and leadership skills necessary to take the lead as the project manager and prime design consultant on your upcoming roadway projects.

I highly recommend that you consider Matthews Design Group to fill the engineering needs of your next project. I am confident that they will be able to successfully complete any project within the desired timeframe and budget and without serious setbacks. Please contact me if you would like to discuss this matter further.

Sincerely,

Tetra Tech, Inc.
Gregory Kern, Project Manager

Tetra Tech, Inc.
8640 Philips Highway, Suite 16, Jacksonville, Florida 32256
Tel 904.636.6125 Fax 904.636.6165 tetratech.com

9850 Light Avenue
Hastings, FL 32145
Phone (904) 692-1513
Fax (904) 692-5919
www.ferwcd.us

Flagler Estates Road & Water Control District

August 28, 2019

Matthews Design Group, LLC
Scott Knowles, PE
7 Waldo Street
St. Augustine, FL 32084

To Whom it May Concern:

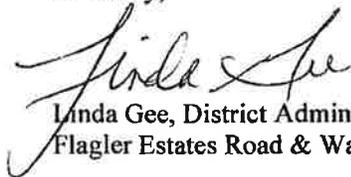
Matthews Design Group has worked with the Flagler Estates Roadway & Water Management District on numerous projects within Flagler Estates since 2010. I would like to extend my sincere recommendation for MDG and Scott Knowles, PE on any future engineering projects and also express our desire to continue working with them on our roadway, drainage and stormwater related projects. Scott Knowles worked with us as the Sr. Project Manager on over 30 miles of roadway, taking them from dirt to either black base, cold mix asphalt, or hot mix asphalt paved roadways.

Under the direction of Rob Matthews and Scott Knowles, MDG's staff worked as a true partner and team member to bring what were sometimes challenging projects from the initial concept and design process through construction. Scott also worked with the District to prepare and submit a FEMA Disaster Recovery reimbursement and grant application for damage caused by Hurricane Matthew in 2016, as well as for damaged structures caused by Hurricane Irma in 2017.

Before and during the course of construction, Scott worked with us to provide bid documents and construction administration services and coordinated with our selected contractors. MDG demonstrated their ability to not only complete a fast-moving project, but to keep a very diverse team focused on the end product.

On behalf of the Flagler Estates Road & Water Control District, I would like to express our confidence in MDG and our intent to work with them on future projects. Please feel free to contact me if you would like to discuss further.

Sincerely,



Linda Gee, District Administrator
Flagler Estates Road & Water Control District

www.ferwcd.us



St. Johns County Board of County Commissioners

Public Works | Engineering Division

August 13, 2019

Matthews Design Group
PO Box 3126
St. Augustine, FL 32085
Attention: Karl Masters, Project Manager

Re: St. Johns County Engineering Division recommendation

Dear Mr. Masters:

As a longtime client of Matthews Design Group, I am pleased to write this letter of recommendation to your firm, which is based on the continuing professional engineering services that has been provided to St. Johns County and more specifically, to the level of support recently provided to the County.

Over the years, you have been responsive and innovative in your approach to our project needs. I am happy to say that the level of service we have become accustomed to from your firm continues even under the leadership of up and coming project managers and technical design staff that are a part of your growing company.

Recently, we have been working with Project Manager Karl Masters on the St. Johns County North Beach Drainage project in St. Augustine. The project is a stormwater drainage improvement with services that included survey, drainage analysis, construction plan preparation, permitting, construction administration, and post design services. Karl worked to bring our project from the conceptual process through construction. He effectively managed the workforce and the demanding schedule to efficiently deliver our project. The entire project was completed on time and on budget.

I would like to express my confidence in Matthews Design Group and the group of engineers, technical and administrative staff regarding their knowledge and dedication to ensure a successful outcome to all the County's project endeavors. On behalf of St. Johns County, I am happy to state that we are completely satisfied with their project management leadership skills, as well as our desire to work with Karl and his team on future projects.

I highly recommend that you consider Matthews Design Group to fill the engineering needs of your next project. Please contact me if you would like to discuss our experience with them further.

Sincerely,


Nick M. Perpich, P.E.
Engineer



Rulon International has completed our facility expansion and we are now using the new parking and occupying the much-needed warehouse addition. Looking over our corporate expansion I want to acknowledge and give thanks and credit to those of you who had a part in making this a successful building program. The team of individuals we were blessed in working with during the expansion truly exemplifies why we love St Johns County and know it has been the right choice in making this our corporate home.

I say blessed, because we had many tasks and deadlines that at the time seemed challenging, yet with the cooperative spirit and the attention to detail that embodies the St Johns County team, everyone we worked with streamlined the entire process to help us achieve success and meet our goals.

I truly believe that we all work towards a greater purpose in our lives. Rulon's growth has provided additional jobs to those in our community, and this business success has allowed us to give help to those in our world that are suffering with life challenging needs. You share in Rulon's success and your contribution has helped in the good deeds our company is able to accomplish worldwide in the name of Jesus, our Lord and Savior.

In closing, we could not have been more pleased to work with such a dedicated group of people, and the Rulon International team looks forward to continuing our great relationship as we grow together both as friends and partners in the business of growing St Johns County and helping those in our world with needs.

Sincerely yours,

A handwritten signature in blue ink, appearing to read 'Wayne H. Robison', is written over a light blue horizontal line.

Wayne H. Robison
President / CEO
Rulon International
wayne@rulonco.com

Lawrence ALF Investments, LLC

October 4, 2018

To Whom It May Concern,

I am pleased to offer our recommendation of Matthews Design Group to provide professional engineering service for your projects.

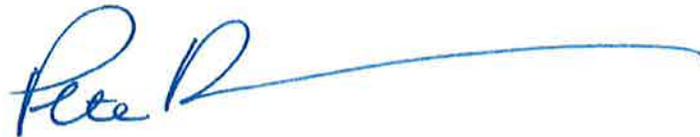
Project Manager Alex Acree worked with our organization on the Windsor Park Independent Living Facility project in Jacksonville, FL. The project is a 137-unit independent living facility within the Crosswater Boulevard Town Center/Village Planned Unit Development. Alex worked with us as a true partner and team member to bring our project from the conceptual process through design and permitting.

Alex successfully managed the challenges of maximizing the site to fit the proposed building and associated parking and amenities. The entire project was completed without incident, was on time and within budget.

I would like to express our confidence in Matthews Design Group and Alex regarding their knowledge, expertise and Alex's leadership skills, as well as our desire to work with him and his team on future projects.

I highly recommend that you consider MDG to fill the engineering needs of your next project. I am confident that they will be able to successfully complete the project within the desired timeframe and budget and without serious setbacks. Please contact me if you would like to our experience with them further.

Sincerely,



Pete Russell
Lawrence ALF Investments, LLC
Managing Member



Value From The Ground Up™

Corporate Headquarters

April 20, 2018

I would like to take this opportunity to recommend Alex Acree and Matthews Design Group for civil engineering and project management. I have worked with Alex and Matthews Design Group for the last several years designing and permitting borrow pits across northeast Florida, and their ability to deliver results has helped me exceed my business growth goals every year.

Matthews delivers value through a solid knowledge base of the rules, regulations, and technical requirements of the regulatory agencies, which helps to keep projects on time by minimizing requests for additional information. They have a strong network of influencers who can help affect change if needed as well.

Alex has shown the ability to manage multiple projects at various stages, which allows me time to focus on managing relationships with clients and finding new business. He has been very responsive to my questions and candid with answers, which I value immensely. When issues have come up that could potentially derail a project timeline (or an entire project), Alex has "dug in" with both heels until we could find an equitable resolution.

I could not be more pleased with way Alex and Matthews Design Group have helped me grow my business within Rayonier. I would highly recommend them for designing borrow pits, managing the permitting process with Water Management Districts, Counties, and the DOT, plus overall project management. Please feel free to contact me directly for more information at 910.619.2202.

Best regards,

A handwritten signature in blue ink, appearing to read "L. Kelleher", with a long horizontal flourish extending to the right.

Luke Kelleher

Manager Resource Development
Rayonier



St. Johns County Board of County Commissioners

Public Works | Engineering Division

September 14, 2016

Jonathan Griffith
Project Manager and Grants Administrator
201 North Second St.
Palatka, FL 32177

RE: Request for Qualifications (RFQ) 2016-011
Continuing Engineering, Architecture, and Landscape Architecture Services

Mr. Griffith and Selection Committee Members:

This letter serves as reference for Matthews Design Group, Inc. I've worked with Matthews Design Group on several projects involving roadway and drainage improvements, new roadway design, roadway safety upgrades, and hydrology studies. The firm has consistently provided the highest level of professionalism in completing tasks in a timely and cost-effective manner. Matthews Design Group personnel provide exceptional civil engineering work products that reflect their comprehensive knowledge of government regulations.

I highly recommend Matthews Design Group, Inc. for the City of Palatka's civil engineering needs.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Caldwell", is written over the typed name.

Greg Caldwell, MPA
Interim Engineering Manager

Terry L. Rhodes
Executive Director

2900 Apalachee Parkway
Tallahassee, Florida 32399-0500
www.flhsmv.gov



Rick Scott
Governor

Pam Bondi
Attorney General

Jeff Atwater
Chief Financial Officer

Adam Putnam
Commissioner of Agriculture

September 8, 2016

Jonathan Griffith
Project Manager and Grants Administrator
201 North Second Street
Palatka, Florida 32177

RE: Request for Qualifications (RFQ) 2016-011
Continuing Engineering, Architecture and Landscape Architecture Services

Mr. Griffith and Selection Committee Members:

I have worked closely with Rob and Jeremy from Matthews Design Group (MDG) on several Department of Highway Safety and Motor Vehicles projects.

Last year, I provided oversight on a Florida Highway Patrol renovation project in St. Augustine, Florida. We contracted MDG to do the work, which included tying the existing building into a new onsite sewer lift station, force main, public sewer connection and abandoning an existing septic system, developing construction plans, preparing and securing necessary permits, and providing construction administration services. Like any project, these projects had its obstacles, all of which the MDG staff handled with efficient, professional care. I am also in the process of working with Matthews Design Group on a Florida Highway Patrol project in Middleburg, Florida, which will ultimately consist of a new ADA restroom facility and associated site and utility improvements.

I look forward to working with Rob Matthews and his team on future projects. They do exceptional work at a fair price. For these reasons (among many), I recommend you give MDG every consideration as you consider civil engineering firms for your continuing service contract.

Sincerely,

A handwritten signature in blue ink, appearing to read "Harold V. Branch".

Harold V. Branch
Construction Projects Administrator
Department of Highway Safety & Motor Vehicles

HVB/pw



Putnam County
Department of Public Works

*P.O. Box No. 310
223 Putnam County Boulevard
East Palatka, FL 32131*

Phone: (386) 329-0346 or (800) 826-1437 ext. 0346 Fax: (386) 329-0340

September 6, 2016

Jonathan Griffith
Project Manager and Grants Administrator
201 North Second Street
Palatka, FL 32177

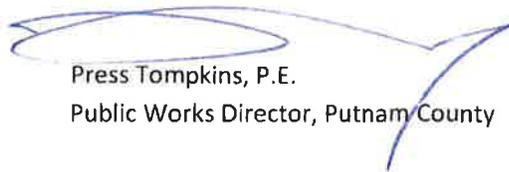
RE: Request for Qualifications (RFQ) 2016-011
Continuing Engineering, Architecture, and Landscape Architecture Services

Mr. Griffith and Selection Committee Members:

With this letter I highly recommend Matthews Design Group, Inc. to provide continuing engineering services for the City of Palatka. St. Johns County awarded the firm a continuing services contract in 2008 and, based on high scores on performance reviews, renewed the contract in 2014. During my tenure with St. Johns County as County Engineer, I worked with Matthews Design Group personnel on projects ranging from the installation of a small sidewalk to execution of a county-wide Community Block Grant Development project in excess of \$1 million. On these and other County projects, I was pleased with the responsiveness and quality of their work, regardless of a project's size, budget or public profile.

I recommend you give Matthews Design Group full consideration for your continuing service contract.

Sincerely,



Press Tompkins, P.E.
Public Works Director, Putnam County

REQUEST FOR QUALIFICATIONS
OLYMPUS CDD

TAB 3
SF 330




**MATTHEWS
DESIGN GROUP**

**ARCHITECT - ENGINEER QUALIFICATIONS
PART I - CONTRACT-SPECIFIC QUALIFICATIONS**

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

**Olympus CDD - RFQ for Engineering Services
Clermont, Florida**

2. PUBLIC NOTICE DATE

03/03/2020

3. SOLICITATION OR PROJECT NUMBER

N/A

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Rob A. Matthews III, PE, President

5. NAME OF FIRM

Matthews Design Group

6. TELEPHONE NUMBER

904.826.1334

7. FAX NUMBER

904.826.4547

8. E-MAIL ADDRESS

Rob@MDGinc.com

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

(Check)		9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
PRIME	J-V PARTNER SUBCON- TRACTOR			
a.	<input checked="" type="checkbox"/>	Matthews Design Group	7 Waldo Street St. Augustine, FL 32084	Civil Engineering, Planning, Construction Administration, Construction Engineering Inspection, Landscape Architecture
		<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.	<input checked="" type="checkbox"/>	Matthews Design Group	6621 Southpoint Drive N., Suite 315 Jacksonville, FL 32216	Civil Engineering, Planning, Construction Administration, Construction Engineering Inspection, Landscape Architecture
		<input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE		
c.		<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.		<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.		<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.		<input type="checkbox"/> CHECK IF BRANCH OFFICE		

OLYMPUS CDD



PRINCIPAL-IN-CHARGE

Rob A. Matthews III, PE •



MDG PROJECT MANAGER

Chris Buttermore, PE •



QA/QC

Billy Almaguer, PE •

PROJECT SUPPORT ENGINEERS

- Scott Knowles, PE
- Jeremy Calloway, PE
- Alex Acree, PE

ADDITIONAL TECHNICAL SUPPORT

LANDSCAPE ARCHITECTURE

- Matthew Journey, PLA
- Eric Lanehart, PLA

CONSTRUCTION INSPECTION

- Scott Knowles, PE
- Karl Masters, EI

PROJECT ENGINEERS

- Tyler Smith, PE
- Karl Masters, EI
- Branden Marcinell, EI
- Dylan Scanlon, EI
- Michael Russo, EI
- Patrick Sowell, EI
- Pete Tisdale, EI

CAD DESIGNERS

- | | |
|-------------------|------------------|
| • Craig Hillyard | • Nicholas Hisey |
| • Darin Mullen | • Russ Flint |
| • Gary Osgood | • Sydney Morrin |
| • Ira Campbell | • Brayden Flint |
| • Marvin Patrick | • Tayler Flint |
| • Michael Sommers | • Tyler Conklin |

• KEY STAFF RESUMES INCLUDED

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Rob A. Matthews III, PE	13. ROLE IN THIS CONTRACT Principal-in-Charge	14. YEARS EXPERIENCE	
		a. TOTAL 24	b. WITH CURRENT FIRM 15
15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Civil Engineering MS, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer South Carolina – Professional Engineer	

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

Rob Matthews has many years of experience in all phases of land development, minor roadway engineering, and environmental regulatory permitting. Rob has been involved with literally thousands of projects over the past 15 years with MDG and previous eight years working for other companies. Rob's understanding of engineering, design, and project management ensures our clients are receiving the highest quality services. He has provided technical guidance and regulatory compliance for CDBG work, roadway projects, and all phases of site/land development engineering and environmental and regulatory permitting. His expertise includes planning, managing, designing, and inspecting land development and municipal civil engineering projects; utility infrastructure design; stormwater modeling and master planning; roadway design; environmental impact studies and mitigation; site development; and all aspects of permitting and rezoning requirements for the successful completion of projects. As president of MDG, Rob is responsible for resource allocation and schedule commitments. He will closely monitor projects and will coordinate with the client's project manager and MDG project managers to ensure project efforts stay on schedule, and project plans and documents provided are accurate and prepared to the client's satisfaction. Affiliations, training and certifications include:

- | | |
|--|--|
| Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector | American Society of Civil Engineers |
| American Society of Highway Engineers | Florida Engineering Society |
| St. Johns County Economic Development Council | Flagler Hospital, Board of Directors |
| The Arc of the St. Johns, Board of Directors | Flagler County Chamber of Commerce |
| Gator Bowl Committee, Member | Volusia County Association for Responsible Development |
| National Society of Professional Engineers | Jacksonville Business Journal - 40 Under 40 Award |
| Creekside High School Engineering Academy, Advisory Board | |

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Sampson Creek CDD, District Engineer, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements. Scope of work has also included upgrades to the development's Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.		
b.	Julington Creek Plantation POA, Continuing Engineering Services St. Johns County, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Providing complete oversight of project components as specified in the continuing service contract for this large subdivision located in NW St. Johns County. Project scope has included evaluations of roadway pavement condition, redesign of curbing, traffic study evaluation, and evaluation of drainage issues.		
c.	Cimarrone Master Drainage System Study, St. Augustine, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Principal-in-Charge. Providing complete oversight of project components as specified in the continuing service contract for this large subdivision located on CR 210 in St. Johns County. Project scope has included an evaluation of the master drainage plan for the subdivision to make recommendations and resolve problem areas.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Plantation Estates POA Road & Stormwater Evaluation St. Johns County, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> N/A
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Principal-in-Charge. Under a continuing service contract for engineering services, MDG provided assessments and remediation for drainage systems and roadway pavement conditions for this gated community of single-family homes.		
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Las Calinas Residential Development, St. Augustine, FL	PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> 2019
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Principal-in-Charge. Provided site design and permitting services for multiple units during multiple phases on this 440-acre residential development. Design elements included 7,000 feet of internal roadways, a 39-acre recreation pond, water retention ponds, utilities, stormwater management facilities, and permitting through the County, SJRWMD, FDOT and FDEP.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Chris Buttermore, PE	13. ROLE IN THIS CONTRACT Roadway Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 5

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, FL

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer
--	---

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Chris Buttermore brings extensive design experience on both public and private sector civil engineering projects. His relevant civil engineering experience includes site planning and land development, design for stormwater management facilities, water and wastewater facilities, utilities and utility coordination, internal roadway, parking lot and sidewalk and trail design services for a variety of residential, commercial, and industrial projects as well as for a variety of government agencies and municipalities. He has worked on a wide variety of roadway design projects for a number of clients, primarily FDOT and municipalities. Chris' experience includes working as a project manager, roadway engineer, MOT engineer, and S&PM engineer on many FDOT, county and city projects. During this time, he has gained in-depth knowledge and management skills on roadway transportation systems while designing roadway projects ranging from small-scale local roadways to resurfacing, restoration and rehabilitation (3R) projects, to large-scale design-build interchange projects. His extensive range of project management skills and diverse background in a number of transportation related disciplines have included controlled access highway design, channelization, temporary traffic control plans, design of ADA compliant curb ramps, multiuse paths/trails, sidewalks and pedestrian facilities. He is well versed in CADD, ICPR and storm drainage software, and completed various calculations and documentation required for highway design projects. He has firsthand experience with FDOT protocols, design criteria, digital/electronic delivery process and filing conventions that facilitate permit and final project approval. Affiliations, training and certifications include:

- | | | |
|---|--------------------------------------|----------------------------------|
| American Society of Highway Engineers | Florida Engineering Society | FDOT Final Estimates Level 1 |
| American Public Works Association | American Public Works Association | FDOT Earthworks Levels 1 & 2 |
| Leadership St. Johns | Advanced Maintenance of Traffic | FDOT Asphalt Paving Levels 1 & 2 |
| American Council of Engineering Companies | FDEP Stormwater Management Inspector | |

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Las Calinas Residential Development St. Johns County, FL	2016	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. Provided engineering design services for this 440-acre residential development. Designs included a 39-acre recreation pond, internal roadways, utilities, and stormwater management facilities, as well as permitting through St. Johns County, St. Johns River Water Management District, Florida Department of Transportation and the Florida Department of Environmental Protection.		
b.	Amazon Distribution Center Roadway Improvements, Jacksonville, FL	2017	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Served as the offsite improvements subconsultant for the Amazon Distribution Center in Jacksonville, FL. Responsibilities included numerous roadway improvements to Pecan Park Road, Duval Road (SR 243), and the I-295 offramp onto Duval Road. Improvements to Pecan Park Road required a complete vertical and horizontal realignment of 0.5 miles of roadway. Design included pavement design, drainage design, signing and pavement markings, and maintenance of traffic plans.		
c.	Lents Road Widening, Nassau County, FL	2017	2017
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. MDG served as the lead designer and engineer for the paving of Lents Road in Nassau County. Project scope included the widening and paving of 0.4 miles of existing dirt road. Lents Road design included pavement design, roadway design from dirt to pavement, and drainage design. Drainage design required the evaluation and modification to existing swales adjacent to one section of the roadway, and new swales and drainage structures at other sections of the roadway, which provided one complete and cohesive stormwater conveyance system. Other services provided by MDG included intersection upgrades and sidewalk improvements.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Colbert Lane & Grady Prather Jr. Cove Roadway Improvements, City of Palm Coast, FL	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(if applicable)</i> 2018
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager. Provided engineering design and permitting for the resurfacing design for Colbert Lane between Palm Coast Parkway to SR 100 for a distance of 7.1 miles, and 1.2 miles of resurfacing and shoulder improvements for Grady Prather Jr. Cove in Palm Coast. Included improvements to S&PM throughout to current MUTCD standards. Additional pavement markings were proposed at specific intersections to improve traffic flow and motorist awareness. During the design phase of the project, we observed severe shoulder deterioration and sidewalk failures on Grady Prather Jr. Cove. Recommendations were made for concrete replacement and stability improvements to both the sidewalk and existing shoulder. As part of the scope of work, permits were secured through Flagler County, SJRWMD, and FDOT. The Graham Swamp parking lot impacted this project and pipe cover issues were identified, which would potentially weaken the pipe, under the gravel driveway to Grady Prather Jr. Cove. At the 60% design phase, the County determined that the gravel material was less desirable and added scope to the MDG contract for the design of a full access driveway connection to the parking lot.		
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Seaside Charter School, Jacksonville, FL	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(if applicable)</i> 2018
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager. Provided civil engineering, design and permitting services for a new school campus, which included four buildings (totaling 35,600 SF), "tot lot" playground area, central gathering area, and various infrastructure improvements. Separate ingress and egress driveways were designed to allow for a looped internal roadway to accommodate maximum stacking for drop off and pick up times. An extensive sidewalk network was designed for easy and safe pedestrian access. Utility connections and stormwater design were also included in the design of this project. One challenge faced during design was the fact that the site was in a flood plain adjacent to a tidally influenced creek. Extensive drainage, floodway, and compensatory storage calculations were prepared to ensure safety for the site and adjacent properties. Construction administration services were also provided.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Billy Almaguer, PE	13. ROLE IN THIS CONTRACT QA/QC Manager	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 4

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, FL

16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Civil Engineering MS, Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Billy Almaguer is a seasoned professional engineer with over 14 years of experience in all aspects of civil site design, regulatory permitting processes, stormwater modeling, and recreational and drainage facility design. He has specialized in wetland and nutrient load modeling and stormwater master planning. Billy has provided engineering design services for a variety of projects, including highways, beach re-nourishment, mitigation bank creation, FEMA Hazard Mitigation Grant Program (HMGP) and Community Development Block Grant (CDBG) projects, drainage and stormwater masterplans for many large municipalities, as well as educational facilities, residential, commercial and industrial developments. He also has experience with providing construction administration services which include conducting pre-construction meetings with engineers, owners, developers and contractors, as well as the preparation of bid documents and bidding assistance. Billy's expertise in the creating, planning, and implementation of quality control systems ensures that each project receives a detailed and thorough review, thus providing for a quality product meeting the client's needs. He will take responsibility for the review of all engineering and design work. His specialty training includes:

NPDES Permitting Florida Stormwater Erosion and Sedimentation Control Inspection AdICPR Modeling

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Home Again St. Johns, St. Augustine, FL	2018	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QC Manager/Project Engineer. Provided civil engineering and site design for this large campus, which includes multiple buildings. Final buildout included an administration building, medical facility, and five low income housing buildings totaling approximately 100 units. Site design included driveway and parking lot design, stormwater management facilities design, utility design, and landscaping. Permitted with the County, FDOT, FDEP and SJRWMD.		
b.	Cypress Trail Subdivision, Volusia County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QC Manager/Project Engineer. Provided engineering design services to permit and construct the Cypress Trail subdivision. MDG's scope included development of a concept site plan, construction plans, and permitting services. The subdivision (rezoned PUD) will include 48 home sites, a half-mile road, two stormwater ponds and infrastructure, and water and sewer utilities.		
c.	Seaside Charter School, Jacksonville, FL	2018	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm QA/QC Manager/Drainage Engineer. MDG provided civil engineering, design and permitting services for a new school campus to be located on Mayport Road in Jacksonville, FL. The campus includes four buildings (totaling 35,600 SF), "tot lot" playground area, central gathering area, and various infrastructure improvements. Separate ingress and egress driveways were designed along Mayport Road to allow for a looped internal roadway to accommodate maximum stacking for drop off and pick up times. An extensive sidewalk network was designed for easy and safe pedestrian access. Utility connections and stormwater design were also included in the design of this project. One challenge faced during design was that the site was in a flood plain adjacent to a tidally influenced creek. Extensive drainage, floodway, and compensatory storage calculations were prepared to ensure safety for the site and adjacent properties. Construction administration services were also provided.		

d.	(1) TITLE AND LOCATION <i>(City and State)</i> Anastasia Mosquito Control District, St. Augustine, FL	PROFESSIONAL SERVICES Ongoing	(2) YEAR COMPLETED Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	QA/QC Manager. MDG provided conceptual site design and full civil engineering for the new Anastasia Mosquito Control District (AMCD) base station. Project scope included utility design, stormwater design, construction administration, and permitting with St. Johns County, SJRWMD, and FDEP. Phase 1 of the project includes an office, classroom, building maintenance facility, chemical storage facility, and fueling site. Phase 2, which is nearing construction completion, includes a student housing facility, multiple laboratory facilities, two greenhouses, environmentally controlled poultry facility for rearing disease sentinels, a heliport with associated hanger and fueling facility.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i> St. Johns County Fire Station & Sherriff's Office Complex, St. Augustine, FL	PROFESSIONAL SERVICES 2019	(2) YEAR COMPLETED 2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm		
	QA/QC Manager/Project Engineer. MDG provided civil engineering site design for this nearly 23,000 SF fire station with four bay doors, which holds six fire apparatus. This new building located at 3370 U.S. 1 South houses a southeast command center for the St. Johns County Sheriff's Office in St. Augustine. The facility also includes a three-story drill tower and fitness room. This combination fire station and Sheriff's Office replaces Stations 5 and 11 in south St. Johns County. The scope of work included site plan depicting site layout, roadways, traffic signal design, buildings, and site improvements, a demolition plan, utility plan, construction details accompanying the plan sets, and a Stormwater Pollution Prevention Plan (SWPPP). MDG also secured regulatory permits with St. Johns County, SJRWMD, FDEP, and FDOT.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Scott A. Knowles, PE, LEED AP	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 13

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, Florida
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16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Agricultural Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

Scott Knowles has extensive experience in all phases of land development engineering, including site and roadway design, stormwater modeling and drainage design, utility engineering and coordination, and regulatory permitting. He has provided project management for an eclectic mix of projects that included services similar to those required for this RSQ such as drainage design improvements and stormwater management facilities, roadway and intersection design, multiuse paths/trails, master planning, site plans, conditional uses, land use plan amendments, plats, rezoning, grant administration, and support services. Additionally, Scott had project management responsibility for the CDBG projects in St. Augustine and St. Johns County, as well as for FEMA HMGP Wastewater Plant and Wastewater Treatment facilities project in Putnam County. He is extremely proficient in the design of drainage structures and stormwater management systems as well as grant applications and submissions. He has engineered and permitted a wide variety of projects, including roads, drainage systems and sidewalks, large residential subdivisions, large shopping centers, commercial office buildings, mining sites, ponds, schools and churches, and recreational facilities. His vast expertise in all areas of civil engineering and the construction industry has also fortified his skills on best constructibility and biddability design methods. He is highly skilled in construction administration services including conducting pre-construction meetings and the preparation of bid documents and bidding assistance. Rounding out his engineering expertise, Scott has specialized experience in Geographic Information System (GIS) databases, and in pump and power systems design for sanitary and stormwater lift stations. Affiliations, training and certifications include:

LEED Accredited Professional
American Society of Agricultural and Biological Engineers

Certified FDEP Stormwater, Erosion and Sedimentation Control Instructor
Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Flagler Estates Road & Water Control District, Flagler & St. Johns Counties, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES Ongoing	CONSTRUCTION <i>(If applicable)</i> N/A

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

a. **Project Manager.** Completed a review of the overall stormwater model for the drainage basin, and finalized multiple projects to improve stormwater infrastructure, resurface roadways, and replace major water control structures that service Sixteen Mile Creek. Coordinated Disaster Recovery (DR) and Community Development Block Grants (CDBG) for improvements to drainage and roadways. Prepared and submitted a FEMA DR reimbursement and grant application for damage caused by Hurricanes Matthew and Irma, which caused significant damage to drainageways and roadways throughout Flagler Estates.

(1) TITLE AND LOCATION <i>(City and State)</i> Health & Human Services Center Site Design, St. Johns County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> 2015

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

b. **Project Manager.** Directed engineering efforts for 16-acre site located near the County office complex in St. Augustine, Florida, which was completed in three phases. Project scope included civil site engineering design for the entire campus encompassing over 40,000 SF of building footprint. Notably, the Center's stormwater facility includes a wet detention pond paired with two bio-retention ponds, providing diversity of landscaping to the site. Scope of services also included associated parking, roadways, and stormwater and utilities infrastructure, and permitting with St. Johns County, City of St. Augustine, SJRWMD and FDEP.

(1) TITLE AND LOCATION <i>(City and State)</i> Disaster Recovery Projects (CDBG), Various Locations St. Johns County, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> 2018

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

c. **Project Manager.** Scott assisted the County in the preparation of several grant applications as well as prepared plans and provided construction administration for CBDG initiatives intended to address numerous stormwater facilities, drainage, roadway and other infrastructure issues. Project elements included roadway design, stormwater facilities design, drainage design, sewer repairs, street lighting and bid document preparation and assistance. Estimated value of all project phases have totaled approximately \$3.5 million.

(1) TITLE AND LOCATION (City and State)

**Anastasia Mosquito Control District Complex
St. Johns County, FL**

(2) YEAR COMPLETED

PROFESSIONAL SERVICES
2014

CONSTRUCTION (If applicable)
2014

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

Check if project performed with current firm

d.

Project Manager. MDG provided conceptual site design and full civil engineering for the new Anastasia Mosquito Control District (AMCD) base station. Project scope included utility design, stormwater design, construction administration, and permitting with St. Johns County, SJRWMD, and FDEP. Phase 1 of the project includes an office, classroom, building maintenance facility, chemical storage facility, and fueling site. Phase 2, which is nearing construction completion, includes a student housing facility, multiple laboratory facilities, two greenhouses, environmentally controlled poultry facility for rearing disease sentinels, a heliport with associated hanger and fueling facility.

(1) TITLE AND LOCATION (City and State)

**Masters Drive Drainage and Roadway Improvements
St. Johns County, FL**

(2) YEAR COMPLETED

PROFESSIONAL SERVICES
2014

CONSTRUCTION (If applicable)
2015

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

Check if project performed with current firm

e.

Project Manager. Completed engineering and stormwater plan design to improve drainage system along 4,000 feet of Masters Drive. Scope of work included installation of stormwater collection and conveyance infrastructure, roadway improvements incorporating curb and gutter replacement, minor roadway elevation changes, and replacement of 10-inch waterline under sections of roadways. Secured permits from the City of St. Augustine and FDEP.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Alex Acree, PE	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 14	b. WITH CURRENT FIRM 4
15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, FL			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS, Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer	

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

Alex Acree has worked in northeast Florida and southern Georgia for the past 14 years. His experience consists of a wide variety of projects ranging from large master planned residential subdivisions to small commercial facilities. His expertise includes analysis and design of stormwater management systems, watershed analysis, and pond siting analysis and reports for municipal projects as well as private land development projects. Alex is also skilled in providing construction administration services for projects that he designs and manages. Activities have included conducting pre-construction meetings with engineers, owners, developers and contractors; preparation of construction documents, specifications and bid packages; bidding assistance; review of shop drawings; and post design services. He provides quality project management services, and successfully leads his team of engineers from project conception through design, permitting, construction, inspections, and certifications for multiple development projects. Affiliations, training and certifications include:

- | | |
|--|-------------------------------------|
| University of North Florida Construction Management Advisory Board | Florida Engineering Society |
| Northeast Florida Builders Association | American Society of Civil Engineers |

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Mill Creek K-8 Conversion, St. Augustine, FL	2019	2019
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Project Manager. Provided site planning, engineering, permitting and construction administration services for the conversion of the existing Mill Creek Elementary School to K-8. MDG completed construction plans and permitting for the proposed new 2-story classroom building, gym, cafeteria expansion and outdoor dining pavilion, multiple parking lot improvements, lift station upgrades and stormwater modifications.		
San Pablo Assisted Living Facility, Jacksonville, FL	Ongoing	Ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Project Manager. Providing professional engineering services for the design and permitting of a new ± 137-unit Independent Living Facility with associated parking, utilities, and stormwater conveyance off of San Pablo Parkway. Scope of work includes concept site plan depicting the location of buildings, parking and stormwater conveyance, construction plans for the depicting limits of land clearing and tree removal, demolition, site grading and earthwork, stormwater drainage systems, paving, and water and sewer utilities, landscape plans, construction administration services and permitting with using agencies including City, JEA, FDEP and SJRWMD.		
Jacksonville University Dolphin Dormitory, Jacksonville, FL	2014	2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input type="checkbox"/> Check if project performed with current firm c. Project Manager. Directed the design and permitting of a proposed 70,000 SF four-story campus dormitory building with associated stormwater management and utilities for the Jacksonville University (JU). The proposed dormitory building provided an additional 132 rooms (277 beds) for the JU students. Engineering elements also included extensive coordination with the JU staff, a separate water main connection to JEA facilities and additional sanitary sewer evaluation throughout the JU campus. Project scope included permitting and coordination efforts with the City of Jacksonville, JEA, FDEP and SJRWMD.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Nocatee Independent Living Facility, St. Augustine, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2019
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager. Directed engineering design and permitting of a 174,000 SF three-story Independent Living Facility with associated stormwater conveyance, drainage, utilities, internal roadways and parking. Design efforts included utility extensions, two driveway connections and extensive coordination with the adjacent Assisted Living Facility and Day Care. Project scope also included construction administration, as well as permitting and coordination efforts with St. Johns County, JEA and SJRWMD.		
	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Arbors at Valencia, St. Augustine, FL	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i> 2019
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	<input checked="" type="checkbox"/> Check if project performed with current firm	
	Project Manager. Providing professional engineering services for a new subdivision to include 200 single-family home sites. Scope of services included site planning, re-zoning assistance, construction plans detailing site, paving, grading and drainage plans, utility plans, parking lot addition, construction administration and certifications, bid assistance, permitting with St. Johns County Utility Department, FDOT, and FDEP.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Jeremy W. Calloway, PE	13. ROLE IN THIS CONTRACT Project Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 15	b. WITH CURRENT FIRM 5.5

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, St. Augustine, Florida
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16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BS – Civil Engineering	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Engineer
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Jeremy Calloway is a civil engineering design and construction project manager, as well as a Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector, and will lead our project team providing Constructibility/Biddability Reviews and Value Engineering. With over 15 years of progressive project management experience, he has been in charge of multiple projects, ensuring efficient operations that are on schedule and within budget. His proactive approach to project management has led to successful projects that use his expertise in civil site design, plan development, construction administration and management, utility and stormwater system design, quality control, specifications and bid package preparation, and permitting with numerous agencies. Jeremy has worked on a variety of projects that have included civil engineering for land use for municipal, residential, commercial and industrial projects, in addition to other unique projects such as mining sites and ponds. Jeremy is adept at project planning and scheduling, resource management, and project job cost accounting. He excels at balancing multiple priorities, while maintaining attention to detail and delivering projects on time and within budget. Affiliations, training and certifications include:

Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector
 Extensive training in ICPR (Interconnected Pond Routing)

St. Vincent’s Shircliff Society
 Tau Beta Phi Engineering Honor Society

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Julington Creek Plantation POA, Continuing Engineering Services St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Manager. Providing engineering services for the continuing service contract for this large subdivision located in NW St. Johns County. Project scope has included evaluations of roadway pavement condition, redesign of curbing, traffic study evaluation and evaluation of drainage issues.		
b.	Cimarrone Drainage System Review St. Johns County, FL	Ongoing	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. Providing engineering services for the continuing service contract for this large subdivision located on CR 210 in St. Johns County. Project scope has included an evaluation of the master drainage plan for the subdivision to make recommendations and resolve problem areas.		
c.	Sampson Creek CDD, District Engineer, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements. Scope of work has also included upgrades to the development’s Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.		

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	Las Calinas Residential Development St. Johns County, FL	2016	2019
d.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. Provided construction administration for 440-acre residential development. Designs include a 39-acre recreation pond, internal roadways, utilities, and stormwater management facilities, as well as permitting through St. Johns County, St. Johns River Water Management District, Florida Department of Transportation and the Florida Department of Environmental Protection.		
	Kindlewood Residential Development Clay County, FL	2015	2015
e.	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Project Engineer. Provided construction administration for 92-acre residential development. Designs include all internal roadways, utilities, and stormwater management facilities, as well as permitting through Clay County, St. Johns River Water Management District, and the Florida Department of Environmental Protection.		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Matthew Journey, PLA	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 16	b. WITH CURRENT FIRM 2.5

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, Jacksonville, FL	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Landscape Architect
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16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> BA, Landscape Architecture	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Landscape Architect
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Matthew Journey has 16 years of experience in the landscape architecture and land planning industry. His expertise was developed while serving a variety of clients on a diverse range of projects from roadway widening to commercial and residential site developments. While employed with the City of Jacksonville, Matt served as the City's Landscape Architect and was responsible for plan review, ensuring all new development was in compliance with COJ and regulatory agencies requirements. This also included tree protection and tree mitigation requirements as well as compliance with all landscape and irrigation requirements established within the land development code. Matt also ensured compliance with ADA and Florida Accessibility Code site requirements for new construction, such as ramps, maximum slope, access routes, parking standards, and all other relevant facilities. Additionally, during his tenure with FDOT District 2 as Landscape Architecture GEC Program Support, his responsibilities included: assist in establishing the District Two "FDOTree" program, landscape design, master planning, work on design-build and other roadway projects, cost estimating, 3D modeling, video production, and community involvement. Other professional responsibilities have included land development, residential design-build, landscape construction documents and administration, highest and best use studies and municipal regulatory administration. Professional affiliations include the American Society of Landscape Architects.

19. RELEVANT PROJECTS

	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a.	Sampson Creek CDD, St. Johns County, FL	Ongoing	N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Architect. As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements. Matt was responsible for upgrades to the development's Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.		
b.	National Cemetery Road, Jacksonville, FL	2017	2019
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Architect. Provided PD&E report identifying potential landscape and aesthetic opportunities for the new road that is approximately 3.4 miles connecting Lannie Road at the Ethel Road intersection to Arnold Road providing direct access to the National Cemetery. Tasked with providing design alternatives to enhance the existing natural beauty of the surrounding forest.		
c.	Flagler Hospital Murabella Health Village Community Garden Plaza St. Augustine, FL	2018	2018
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Architect. Matt was responsible for the landscape, hardscape and irrigation design, as well as construction administration for the review of contractor's pay applications, shop drawings and site visits to ensure compliance with plans and specifications.		
d.	Veterans Parkway Extension, St. Johns County, FL	2019	Ongoing
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm Landscape Architect. Matt served as the landscape architect responsible for the design of code compliant landscape plans including tree mitigation for the extension of Veterans Parkway in St. Johns County. MDG provided the roadway design, construction plans depicting limits of land clearing and tree removal, demolition, site grading and earthwork, stormwater management and drainage systems, paving, and water and sewer utilities in conformance with user agencies. Permits were obtained with City, SJRWMD and FDEP.		

(1) TITLE AND LOCATION *(City and State)*

FDOT District 2, A1A Bird Protection System, Jacksonville FL

(2) YEAR COMPLETED

PROFESSIONAL SERVICES

2017

CONSTRUCTION *(If applicable)*

2021 (Scheduled)

e.

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

Check if project performed with current firm

Landscape Architect. Matt served as the landscape architect responsible for the design and production of graphic materials and conceptual landscape plans in support of protection measures for seagull habitat.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Eric Lanehart, PLA	13. ROLE IN THIS CONTRACT Landscape Architect	14. YEARS EXPERIENCE	
		a. TOTAL 18	b. WITH CURRENT FIRM <.5

15. FIRM NAME AND LOCATION <i>(City and State)</i> Matthews Design Group, Jacksonville, FL
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16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> MLA, Master of Landscape Architecture BS Agriculture, Major - Plant Pathology	17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Florida – Professional Landscape Architect
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18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*
 Eric Lanehart has 18 years of experience in the landscape architecture and land planning industry. He has worked mainly in North Florida but has completed projects in Alabama, Georgia, North Carolina, and Virginia. He has managed multiple site planning, landscape, hardscape, and irrigation design projects for a diverse client base. Eric’s project types include amenity centers, parks and recreation facilities, commercial, industrial, mixed-use, multi-family, and single-family developments. Eric has always worked closely with engineers, planners, consultants and client staff to gain approval prior to producing detailed cost analysis, quality renderings and construction documents. As an Arborist, he has performed numerous site analysis to determine tree species, tree health and structural stability along with helping clients reduce tree mitigation costs. Affiliations, training and certifications include:

Florida Registered Landscape Architect Florida Certified Arborist
 Florida Certified Landscape Inspector Advanced Maintenance of Traffic
 Irrigation Contractor in City of Jacksonville and St. Johns County

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> North Florida Transportation Planning Organization Facility, Jacksonville FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION <i>(If applicable)</i> N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Landscape Architect. Eric served as the project manager and landscape architect-of-record. He provided the design and construction documents for landscaping, irrigation, tree mitigation and protection. Design required meeting the City of Jacksonville’s Downtown Overlay requirements along with LEED standards. Existing Live Oaks were protected and upon Eric’s oversight, unsafe and unhealthy Magnolia and Live Oak trees were removed. The building needed extra safety and security measures so special attention was given to the landscape design to exclude any hiding spaces and to provide clear lines of sight to building entries and exits. Other services included value engineering along with final inspections and managing punch lists for the landscape and irrigation contractors.

(1) TITLE AND LOCATION <i>(City and State)</i> Bartram Park Preserve Community Park, Jacksonville, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Landscape Architect. Eric served as the project manager and landscape architect for this multi-use residential community park. Eric provided the design and construction documents for the landscaping, hardscape, and site drainage. The site included a multi-use field, pedestrian walkways and benches, fenced playground area with seating, shade structure, and a water fountain. A bathroom facility is centrally located at the park. Shade trees are strategically placed on site to maximize shade opportunities at seating areas, the bathroom facility, and the playground. Eric also created a detailed construction plan for the subsurface drainage at the playground.

(1) TITLE AND LOCATION <i>(City and State)</i> The Carlton at Bartram Park, Phase 1, Jacksonville, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES 2018	CONSTRUCTION <i>(If applicable)</i> N/A

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE Check if project performed with current firm
Landscape Architect. Eric served as the project manager and landscape architect-of-record for this 300 plus unit luxury apartment community. Eric designed the resort style pool with a zero entry, a kid’s playground, multi-use dog park, and pedestrian walkways accented with mostly native grasses. The streetscape along Bartram Park Boulevard included decorative columns and fencing, an entrance monument sign, decorative pavers, 40-foot on center Live Oaks, and flowering shrubs. Eric also provided the same design strategies and scope for the developers next two projects, The Carlton at Bartram Park Phase 2 on the adjoining property along with The Carlton of West Melbourne Beach, Florida.

d.	(1) TITLE AND LOCATION <i>(City and State)</i> The Shoppes at Bartram Park, St Johns County, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect. Eric served as the project manager and landscape architect and arborist for this development, which included a Publix anchor and adjoining retail along with multiple 1-2 acre outparcels. Services included the design and construction documents for tree mitigation and protection, landscaping, and irrigation. The site had two major design constraints, saving and designing around a protected specimen Live Oak along with the designing the landscape area along Bartram Park Boulevard dictated by the power companies' future transmission powerline and the Counties scenic edge requirements.	<input type="checkbox"/> Check if project performed with current firm	
e.	(1) TITLE AND LOCATION <i>(City and State)</i> Benton House at Oakleaf, Jacksonville, FL	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES 2016	CONSTRUCTION <i>(If applicable)</i> N/A
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE Landscape Architect. Eric served as the project manager and landscape architect-of-record and provided the design and construction documents for the landscaping, irrigation, tree mitigation and protection. The landscape and hardscape design were provided for the parking areas, courtyards, drop off area, along with interconnected pedestrian walkways. Strict guidelines for landscape and hardscape materials were adhered to for the safety of the elderly and memory impaired residents. Eric used these landscape and irrigation design decisions for the Benton House of St. Johns in St. Johns County.	<input type="checkbox"/> Check if project performed with current firm	

21. TITLE AND LOCATION (City and State)

County Road 223 Redesign, St. Johns County, FL

PROFESSIONAL SERVICES
Ongoing

22. YEAR COMPLETED

CONSTRUCTION (if applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

The St. Joe Company

b. POINT OF CONTACT NAME

Chris Kuhn

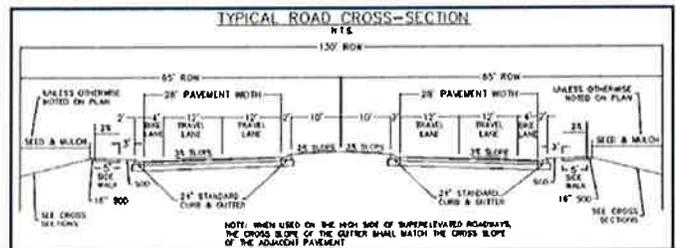
c. POINT OF CONTACT TELEPHONE NUMBER

(904) 400-1758

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

Key Project Elements

- Roadway Design
- Signing & Pavement Marking (S&PM) Plans
- Maintenance of Traffic (MOT) Plans
- Drainage Design
- Sidewalk & Bike Paths
- Stormwater Modeling
- Stormwater Management & Facilities Design
- Water & Sewer Design
- Stakeholder Coordination
- Permitting with County & SJRWMD



Construction cross section for CR 223, a road that will connect CR 210 to Veteran's Parkway in St. Johns County.

MDG redesigned a three-mile dirt-to-pave section of what will become a four-lane divided highway to correct groundwater and road elevation problems discovered during the road's initial construction. MDG's road redesign encompassed a complete review of the stormwater management system, as well as a complete resurvey and geotechnical review of the road design to assure proper road elevation. Road design included sidewalks and bike paths along both sides of the roadway. MDG coordinated its review and redesign with the client and the ultimate owner, St. Johns County, to minimize reconstruction costs and achieve optimal road design to keep future road maintenance low.

MDG presented several design solutions to minimize tear-out and reconstruction costs of the existing stormwater system and roadway, saving the client money by substantially reducing construction costs.

Professional Fees: \$296,785 – Construction Value: \$7.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
2

21. TITLE AND LOCATION (City and State)

**Amazon Distribution Center Roadway
 Improvements, Jacksonville, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (If applicable)
2018

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of Jacksonville/FDOT (Tetra Tech)

b. POINT OF CONTACT NAME

Gregory Kern

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 596-6643

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

Key Project Elements

- Roadway Construction Plans
- Widening & Realignment
- S&PM Plans
- MOT Plans
- Stormwater Pollution Prevention Plans
- Stormwater Modeling & Design
- Erosion Control
- Drainage
- Multiuse Path
- Safety Improvements
- Stakeholder Coordination
- Permitting with COJ, SJRWMD & FDOT



MDG served as the offsite improvements subconsultant providing engineering services to improve Pecan Park Road, Duval Road (SR 243), and the offramp onto Duval Road from I-295 in Jacksonville, Florida. The required improvements were associated with the development of an Amazon, Inc. Distribution Center. Numerous improvements to Pecan Park Road required a complete vertical and horizontal realignment of 0.5 miles of roadway, intersection improvements, widening of multiple turn lanes, signal modification, full access driveway connections, utility relocation, drainage design, superelevation analysis, and pedestrian access design.

Pecan Park Road improvements also included a half-mile-long, 12-foot-wide multiuse path providing a safe and functional connection from the Duval Road to the Distribution Center property. Design elements for Duval Road included widening for multiple turn lanes, signal modifications, intersection improvements at Pecan Park Road, median conversion from full access to directional access, and driveway connection design. Challenges during construction included addressing utility conflicts and swale grading. All issues and concerns were addressed, and solutions delivered in a quick and efficient manner. Construction plans included demolition, grading and earthwork, paving, erosion control, S&PM, and MOT. A SWPPP was also prepared and all permits required were secured through county and state agencies including the City of Jacksonville, SJRWMD, and FDOT.

The American Public Works Association (APWA) awarded the "Consultant of the Year" to Tetra Tech for successful work and collaboration with the project team, which included MDG.

Professional Fees: \$384,344; Construction Value: \$1M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Subconsultant Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
3

21. TITLE AND LOCATION (City and State)

St. Augustine's Marketplace | St. Johns County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2016

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

The St. Joe Company

b. POINT OF CONTACT NAME

John Alexon

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 233-4488

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

Key Project Elements

- Concept Site Plan
- Roadway Design
- S&PM Plans
- MOT Plans
- Stormwater Modeling
- Stormwater Management & Facilities Design
- Water & Sewer Design
- Stakeholder Coordination
- Permitting with County, FDEP & SJRWMD



MDG provided engineering services for this commercial development located on the north side of SR 207 just east of I-95 in St. Johns County.

Project scope included developing a conceptual layout for improving the entrance road to the St. Augustine's Marketplace, conceptual masterplans for stormwater management, water distribution, sanitary sewer collection, preparation of final construction plans, and permitting with all required government jurisdictional agencies.

Professional Fees: \$70K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
4

21. TITLE AND LOCATION (City and State)

Flagler Estates Road & Water Control District Continuing Services, St. Johns & Flagler Counties, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Flagler Estates Road & Water Control District

b. POINT OF CONTACT NAME

Linda Gee

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 692-1513

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

Key Project Elements

- Roadway Construction Plans
- S&PM Plans
- MOT Plans
- Stormwater Modeling & Design
- Drainage Basin Modeling
- Drainage Design
- Erosion Control
- Utility Design & Coordination
- Construction Inspection
- FEMA Disaster Recovery; CDBG DR & HMGP funding
- Permitting with County, FDEP, USACE, FWC & SJRWMD



Since 2010, MDG has provided ongoing engineering support as the District Engineer to this 7,000-acre community located in southern St. Johns County.

Flagler Estates includes approximately 5,400 lots, over 140 miles of roadway, and over 36 miles of drainage canals. The roadways within Flagler Estates range from unpaved, to improved surface, to paved. MDG has worked with the District to provide phased improvements of the roadways with the goal of eventually paving the majority of the roads within the District. Over 30 miles of roadway have been improved from dirt to either black base, cold mix asphalt, or hot mix asphalt. Design, bidding assistance and construction administration for these roadway improvements have been included in our scope of work.



Additionally, collaboration with District staff was provided to create and maintain a Roadway Management Program to plan for new road improvements and to provide long-term maintenance solutions. We have completed a review of the overall stormwater model for this drainage basin, and finalized multiple projects to improve stormwater infrastructure, resurface roadways, and replace major water control structures that service Sixteen Mile Creek. Coordination for Disaster Recovery (DR) and Community Development Block Grants (CDBG) for improvements to drainage and roadways was provided. In 2017, MDG prepared and submitted a FEMA DR reimbursement and grant application for damage caused by Hurricane Matthew. Significant damage to drainageways and roadways throughout Flagler Estates was also caused by Hurricane Irma in September 2017. MDG worked with District staff and FEMA to secure reimbursement for the disaster cleanup and repairs following Hurricane Irma. Additionally, an application was prepared and submitted to Department of Economic Opportunity (DEO) for HMGP grants to improve damaged structures in an effort to prevent similar damage in future storm events.

Professional Fees: \$500K; Construction Value: \$2.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
5

21. TITLE AND LOCATION (City and State)

**Woodlawn Road Improvements, Phase I
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (if applicable)
2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Doug Tarbox

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0124

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

Key Project Elements

- Roadway Construction Plans
- Widening & Realignment
- S&PM Plans
- MOT Plans
- Utility Design & Coordination
- Stormwater Modeling & Design
- Pedestrian Bridge/Walkway
- Safety Improvements
- Stakeholder Coordination
- Environmental Services
- Construction Administration
- Bidding Assistance
- Permitting with County, FDOT & SJRWMD



As the prime consultant for engineering design and permitting, MDG provided engineering design services to widen a 1.5-mile section of Woodlawn Road near Lewis Speedway. This roadway, which is designated as a Major Collector Road in St. Johns County, had experienced deterioration due to high traffic load and the substandard roadway section that was in place.

To improve this roadway, MDG's scope of services included roadway elevation and realignment, the addition of turn lanes to accommodate traffic flow on Woodlawn Road, and improvements into Woodlawn Planned Unit Development (north), as well as adding turn lanes into Heritage Park subdivision (south), S&PM, MOT plans, stormwater management facilities and permitting with all regulatory agencies. MDG also coordinated with the City of St. Augustine to design and facilitate utility relocations within the roadway corridor.

Other improvements to the corridor included the design of a 310-foot x 5-foot pedestrian bridge/walkway over an unnamed wetland.

Professional Fees: \$175K; Construction Value: \$2.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
6

21. TITLE AND LOCATION (City and State)

Colbert Lane & Grady Prather Jr. Cove Roadway Improvements, Flagler County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (If applicable)
2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Flagler County

b. POINT OF CONTACT NAME

Faith Alkhatib

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 313-4006

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

Key Project Elements

- Roadway Construction Plans
- S&PM Plans and MOT Plans
- Pedestrian Safety Features
- Sidewalks
- Drainage Design
- Driveway Connections
- Stakeholder Coordination
- FDOT SCRAP funded project
- Permitting with County, SJRWMD & FDOT



As the prime consultant for engineering design and permitting, MDG worked with Flagler County, under our continuing services contract, to complete the

resurfacing design for Colbert Lane between Palm Coast Parkway to SR 100 for 7.1 miles, and 1.2 miles of resurfacing and shoulder improvements for Grady Prather Jr. Cove in Palm Coast. This project included improvements to signing and pavement markings throughout this stretch of road to improve the safety and awareness for pedestrians, cyclists, and motorists. All signage was brought up to current MUTCD standards, which included replacing outdated warning signs and the addition of intersection warning signs with street name plaques. Additional pavement markings were proposed at specific intersections to improve traffic flow and motorist awareness. It was observed during a site visit, while in the design phase of the project, that Grady Prather Jr. Cove had severe shoulder deterioration and sidewalk failures. The specific length of existing shoulder and sidewalk that needed repair was established. Recommendations were made for concrete replacement and stability improvements to both the sidewalk and existing shoulder. As part of the scope of work, permits were secured through Flagler County, SJRWMD, and FDOT. Also impacting this project, was the Graham Swamp parking lot. Pipe cover issues were identified, which would potentially weaken the pipe, under the gravel driveway to Grady Prather Jr. Cove. At the 60% design phase, the County determined that the gravel material was less desirable and added scope to the MDG contract for the design of a full access driveway connection to the parking lot.

Professional Fees: \$103,380; Construction Value: \$2.2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
7

21. TITLE AND LOCATION (City and State)

**St. Augustine Shipyard Industrial Complex,
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
Phase 1 – 2016; Phase 2 – Ongoing	Phase 1 – 2016; Phase 2 – Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Augustine Shipyard, LLC

b. POINT OF CONTACT NAME

Gary Vose

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 342-5159

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

Key Project Elements

- Stormwater Design
- Roadway Design
- S&PM Plans
- Multi-use Park
- Recreational Area
- Drainage Design
- Surveying Services
- Utility Design & Coordination
- Stakeholder Coordination
- Environmental Services
- Permitting with County, City, FDEP, USACE & SJRWMD



The St. Augustine Shipyard is part of an exciting new waterfront Marine Merchant Community on the San Sebastian River near Historic Old St. Augustine.

The St. Augustine Shipyard provides protected dockage minutes from Historic Old St. Augustine and the Atlantic Ocean. MDG completed engineering and site design for Phase 1 of this project to renovate an existing historical building to a dry stack boat storage facility in an approximate 46-acre industrial park. The design included 500 feet of new roadway, a parking area, a master stormwater system, water and sewer utility extensions, and a lift station. The St. Augustine Shipyard was engineered to withstand a Category 4 hurricane with winds up to 140 mph.



Phase 2 of the Shipyard Complex will include hotels, townhomes, restaurants, shopping, offices, and 5,400 SF of covered event space in various stages of planning and approval. The marina will also feature restaurants and fishing supplies for residents and boaters. MDG is currently providing engineering design and permitting services for this highly anticipated phase of the project.

Professional Fees: Ph 1 - \$63K, Ph 2 - \$200K; Construction Value: \$55M (Value includes future Phases 3 & 4)

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
8

21. TITLE AND LOCATION (City and State)

**City of St. Augustine Continuing Service Contract,
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (if applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of St. Augustine

b. POINT OF CONTACT NAME

Reuben Franklin

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 825-1040

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

Key Project Elements

- Stormwater Design
- Roadway Design
- Hydrologic & Hydraulic Analysis
- S&PM Plans
- Site Design
- Park & Recreational Areas
- Drainage Design
- Utility Design & Coordination
- Stakeholder Coordination
- Permitting
- Construction Administration & Inspection
- Permitting with County, City, FDEP, USACE & SJRWMD



Crews prepare site for installation of new drainage system.

MDG is currently operating under a continuing services contract for the City of St. Augustine for civil engineering services.

Projects to date have included analysis of stormwater drainage problem areas, and design and implementation of corrective measures, installation of saltwater monitoring wells, and capping of abandoned wells.

Additionally, MDG has engineered drainage improvements for several streets in the St. Augustine's historic district. Streets included Pine Street, Inlet Drive, Charlotte Place, and the area near St. George and Cordova streets. Work has involved hydrologic and hydraulic analyses for the areas of concern, drainage improvement designs to correct sizing of water quality treatment structures and help in obtaining bids from contractors to perform the work. Work scope also included tasks such as providing modifications to the drainage systems, addition of hydrodynamic sediment separators, and repairs and improvements to the roadways involved in construction.

Professional Fees: \$200K; Construction Value: \$25M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

21. TITLE AND LOCATION (City and State)

**Health & Human Services Center Site Design
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) 2015
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23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Bill Freeman

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0192

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

Key Project Elements

- Site Development & Design
- Concept Site Plan
- Drainage Design
- Utility Design & Coordination
- Stormwater Modeling
- Stormwater Management & Facilities Design
- S&PM Plans
- Environmental Services
- Geotechnical Services
- Construction Quantity Estimates
- Construction Administration & Inspection
- Bidding Assistance
- Stakeholder Coordination
- Permitting with County, City, USACE, FDEP & SJRWMD



MDG provided engineering services for the new County Health & Human Services facility located near the St. Johns County office complex. Completed in three phases, the project encompasses over 40,000 SF of building footprint on a 16-acre site. Notably, the Center's stormwater facility includes a wet detention pond paired with two bio-retention ponds, providing diversity of landscaping to the site. MDG's scope of services included complete civil site design, associated parking, roadways, stormwater and utilities infrastructure design, and permitting with the City of St. Augustine, FDEP, and SJRWMD.

MDG coordinated and managed all aspects of this project and worked closely with the building architect and St. Johns County Construction Services, as well as the St. Johns County Survey Department to obtain surveys needed for this project. MDG coordinated with subconsultants to determine the wetland line and flood plain impact, conduct geotechnical investigations, and with the City of St. Augustine Public Works Department since the City provided utility service to this site. We also worked the U.S. Army Corp of Engineers to obtain permitting for this project. MDG helped the county prepare bid specifications, and assisted with bid evaluation, and subsequent contract administration and engineering construction inspection of the contractor. This project serves as an example of MDG's experience in working with several entities to complete a large project on an accelerated schedule.

Professional Fees: \$63K; Construction Value: \$12M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

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

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

**Sampson Creek CDD, District Engineer
St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
Ongoing

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Sampson Creek CDD

b. POINT OF CONTACT NAME

Ernesto Torres

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 940-5850

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

Key Project Elements

- Stormwater Modeling
- Stormwater Management Facilities
- Drainage Analysis & Design
- Roadway Assessments & Design
- Sidewalks
- Utility Design & Coordination
- Landscape Architecture
- Amenity Center
- Recreational Facilities
- Permitting



Sampson Creek CDD indicating location of Amenity Center and pool.

As District Engineer, MDG provides ongoing professional engineering services, which have included drainage analysis and improvement designs, roadway maintenance/pavement assessments and recommendations for improvements.

To date, scope of work performed has also included upgrades to the development's Aquatic Center and hardscape improvements as well as landscape architecture services for the complete renovation of existing landscaped areas for the Golf and Country Club Amenity Center.

An example of one project under this contract included the renovation and expansion of the community pool located in the St. Johns County Golf & Country Club. The project scope included a complete update of the existing facility to include a swimming pool, splash pad amenity for children, and terrace seating for swim competitions and additional shading in the pool area. MDG secured all permits as required by governing agencies.

Professional Fees: \$37,800; Construction Value: \$200K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

21. TITLE AND LOCATION (City and State)

**Nocatee Trailhead Park
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2014

CONSTRUCTION (if applicable)
2014

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Phyllis Thorpe

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0193

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

Key Project Elements

- Stormwater Modeling
- Stormwater Management Facilities
- Site Design
- Parking Lot
- Sidewalks
- Restroom Facilities
- Pavilions
- Multiuse Paths & Trail
- Utility Design & Coordination
- Offsite Utility Extension Design
- Bid Document Preparation
- Permitting with FDEP, USACE & SJRWMD



Parking area and trailhead entrance to the Nocatee Greenway Trail system

MDG was the prime consultant on this project for the St. Johns County Parks and Recreation Department. Engineering and design was completed for a 4.7-acre trailhead park in Nocatee near Ponte Vedra, FL. The park was provided by the County to serve the community as a picnic area for users, including equestrians, of the Nocatee Greenway Trail system and complete with sidewalks and parking areas.



Sidewalk leading through portions of the Nocatee Greenway Trail system

During Phase 1, the park was designed to include picnic facilities, educational pavilion, restrooms, parking lot, and a washout area for horse trailers.

The County later called upon MDG to enter into a separate contract for Phase 2 of the project, to provide complete engineering, design, and permitting of drainage improvements for a 3.5-mile section of the trail. This work involved replacement of several culverts and the installation of headwalls as a means to armor the slopes to prevent erosion. Phase 2 included the design and permitting of the 8,400-linear foot Greenway Trail. This trail was designed to accommodate pedestrians, bikers, and golf carts.

MDG obtained all regulatory agency permits for these improvements.

Professional Fees: \$81,280; Construction Value \$400K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
12

21. TITLE AND LOCATION (City and State)

**Port Buena Vista WWTF and Paradise Point WWTP
 Putnam County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (if applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Putnam County

b. POINT OF CONTACT NAME

Mike Nimitz

c. POINT OF CONTACT TELEPHONE NUMBER

(386) 329-0346

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

Key Project Elements

- Drainage Plans
- FEMA HMGP Application Preparation Assistance
- Construction Plans & Documents
- Bid Package Preparation & Assistance
- Permitting with SJRWMD & USACE



Paradise Point Lift Station

MDG provided assistance to Putnam County in writing and preparing the Hazard Mitigation Grant Program (HMGP) Applications as well as required coordination with the Department of Economic Opportunity (DEO) for the Paradise Point Waste Water Treatment Plant (WWTP) and the Port Buena Vista Waste Water Treatment Facility (WWTF).

A scope of work was prepared detailing the efforts to remove the two existing sanitary package plants and provide a back-up generator for the new lift station at Paradise Point WWTP and associated online pump stations, and forcemains to tie into the Yelvington Road master pump for the Port Buena Vista WWTF. Designs and specifications were provided for both projects in preparation for construction bid.

Additionally, MDG gathered and engineered the necessary information in support of the application and prepared the HMGP Application, conceptual design drawings, an opinion of probable costs for proposed improvements, project schedule with timeline and key milestones, and a maintenance schedule for the proposed improvements.

Professional Fees: \$19.5K; Construction Value: \$2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
13

21. TITLE AND LOCATION (City and State)

**Butler Beach Drainage & Stormwater Master Plan
 St. Johns County, FL**

PROFESSIONAL SERVICES
2019

22. YEAR COMPLETED

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Nick Perpich

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0136

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

Key Project Elements

- Regional Stormwater Master Plan Study
- Drainage Study
- Storm and Flood Analysis
- Cost Analysis
- Permitting with SJRWMD & USACE

MDG was tasked by St. Johns County to analyze the Butler Beach region's drainage characteristics and study of how the region's various sub-regions interact with each other. Data was collected and analyzed from St. Johns County, SJRWMD, FEMA loss claims, NOAA storm data and multiple field surveys.

MDG evaluated each drainage problem identified in each sub-region for potential solutions. Each sub-region was evaluated, and recommendations were made for improvements. Maintenance considerations, capital costs and overall construction feasibility were considered. The proposed solutions were ranked based on the overall benefit cost analysis which included the project costs, overall effectiveness, ease of maintenance, feasibility of construction, and overall benefit to the sub-region.

Finally, a detailed with report with full details for each potential solution was created and presented to St. Johns County.



Professional Fees: \$118K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Mathews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
14

21. TITLE AND LOCATION (City and State)

Masters Drive and Palmer Street Water & Sewer Line Improvements, St. Johns County, FL

PROFESSIONAL SERVICES
2015

22. YEAR COMPLETED

CONSTRUCTION (If applicable)
2015

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of St. Augustine

b. POINT OF CONTACT NAME

Rueben Franklin

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 825-1040

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

Key Project Elements

- Asset Management Inventory Assessment of Water & Waste Water Infrastructure
- Negotiations with City of St. Augustine
- Water and Wastewater Forcemain Design
- Construction Plan Preparation
- Construction Engineering Inspection
- Construction Administration
- Coordination with City of St. Augustine & St. Johns County
- Permitting with City & FDEP



MDG provided engineering services to replace approximately 4,300 linear feet of 10-inch water line and complete an asset inventory and assessment of an adjacent 8-inch wastewater line along Masters Drive. The sewer line, previously relined, required replacement taps to individual service locations. To avoid duplicating mobilization efforts, MDG incorporated these sewer connections into the water line replacement project. Tasks included development of base drawings, conceptual plans, and construction drawings; permitting; and construction administration.



MDG also provided engineering services to replace aging and undersized waterlines in four street locations in St. Augustine. Specifically, MDG replaced approximately 2,000 linear feet of 2-inch line along Palmer Street with a 10-inch line and 900 feet of 10-inch line with a 12-inch line; replaced 3,600 linear feet of 10- and 12-inch line with a 12-inch line along Masters Drive; replaced 350 linear feet of 2-inch line with a 6-inch line along Ravenswood Drive; and replaced 1,600 linear feet of 2-inch line with a 6-inch line along Florida Avenue. In total, MDG replaced approximately 8,500 linear feet of waterline on four separate projects. Tasks included development of base drawings, conceptual plans, construction drawings, permitting, and construction administration.

Professional Fees: \$131K; Construction Value \$1.2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

21. TITLE AND LOCATION (City and State)

**North Beach Drainage Improvements
 St. Augustine, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2019

CONSTRUCTION (if applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Nick Perpich

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0136

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

Key Project Elements

- Stormwater Master Planning
- Drainage Analysis
- Drainage Improvements Design
- Construction Administration
- Post Design Services
- Permitting with County & SJRWMD

The goal of this project addressed drainage problems located along Twenty Second and Twenty Third Streets in North Beach, St. Johns County.

MDG provided a comprehensive design of drainage improvements to be constructed in the neighborhood to more effectively and to reduce flooding potential. The design included conversion of open ditch drainage to closed conduits to better control the critical slope of the conveyances and provide for easier long-term maintenance. The design accommodated multiple offsite watersheds, including a County park and State highway.

This project served as a pilot to gauge public response and construction viability for future similar type projects in the region.



Professional Fees: \$159,300; Construction Value: \$800K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
16

21. TITLE AND LOCATION (City and State)

**Four Mile Road Improvements
 St. Augustine, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2016

CONSTRUCTION (If applicable)
2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

St. Johns County

b. POINT OF CONTACT NAME

Brian Kelsay

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0115

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

Key Project Elements

- Stormwater Infrastructure Design
- Drainage Basin Modeling
- Drainage Improvements Design
- Roadway Design
- S&PM Plans
- MOT Plans
- Utility Coordination
- Construction Administration
- Construction Inspection
- Post Design Services
- Permitting with County, FDEP, USACE, FWC and SJRWMD



This well-traveled collector roadway, services residential neighborhoods, a shopping center and part of the St. Johns River Community College. As shown in the photo to the right, the existing roadway did not provide safe usage areas for bicycles or pedestrians due to an absence of protective shoulder.

MDG provided engineering services to design roadway safety improvements for a two-mile section of Four Mile Road, which was funded from federal funds disbursed by the state in a CDBG Disaster Recovery Grant. These improvements included adding paved shoulders, design of a 5-foot wide sidewalk parallel to the road, stormwater infrastructure design, pavement resurfacing, utility coordination, drainage improvements, MOT, S&PM, and permitting. Since the original design was completed in 2016, prior to construction in 2019, MDG provided an additional plan review and updates to match the current field conditions and for use during the bidding process.

Professional Fees: \$45K; Construction Value: \$800K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
17

21. TITLE AND LOCATION (City and State)

**Lents Road Widening
 Nassau County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2017

CONSTRUCTION (if applicable)
2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Lighthouse Pointe Development, LLC

b. POINT OF CONTACT NAME

Harry Trevett

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 309-4777

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

Key Project Elements

- Stormwater Infrastructure Design
- Drainage Modeling
- Drainage Improvements Design
- Roadway Design
- Intersection Improvements
- Sidewalks & ADA Improvements
- S&PM Plans
- MOT Plans
- Utility Coordination & Design
- Post Design Services
- Regulatory Agency Permitting

MDG served as the lead designer and engineer for roadway improvements of Lents Road in Nassau County. The project scope included widening and paving of 0.4 miles of an existing dirt road.

The Lents Road design included pavement design, roadway design from dirt to pavement, and drainage design services. Drainage design required the evaluation and modification to existing swales adjacent to one section of the roadway, and new swales and drainage structures at other sections of the roadway, which provided one complete and cohesive stormwater conveyance system.

Other services provided by MDG included intersection upgrades and sidewalk improvements to meet minimum requirements for ADA compliance. Utility conflicts and incorrect swale grading was encountered and MDG addressed all concerns in a quick and efficient manner keeping the project construction completion on budget and schedule.

Professional Fees: \$20K; Construction Value: \$250K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

21. TITLE AND LOCATION (City and State)

Lincolville CDBG Roadway and Stormwater Improvements, St. Johns County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2015

CONSTRUCTION (if applicable)
Bids in Review

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of St. Augustine

b. POINT OF CONTACT NAME

Reuben Franklin

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 825-1040

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

Key Project Elements

- Reconstruction & Improvements to Historic Roadway
- Stormwater Management Plans
- Drainage System Improvements Design
- Sewer System Improvements
- Roadway Design
- Survey Coordination
- Utility Coordination & Design
- Multi-use Parking Design
- Recreational Area Design
- Permitting with City & SJRWMD



MDG designed a stormwater management plan to address stormwater concerns for a section of the historic Lincolville area in St. Augustine, Florida. Construction plans included the design of drainage system improvements for the replacement of stormwater mains, gravity sewer mains, and improvements to the existing water distribution mains for South Street, Duero Street, and DeHaven Street, as well as the reconstruction of the roadways for these three streets.

Grant assistance and administration was also provided to obtain CDBG grant funds for the financing of this roadway and stormwater improvements project. As prime engineering consultant MDG took responsibility for obtaining both survey and underground utility locations for these streets.

Professional Fees: \$68K; Construction Value: \$850K

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
19

21. TITLE AND LOCATION (City and State)

**Ravenswood Drive Drainage Improvements
 St. Johns County, FL**

22. YEAR COMPLETED

PROFESSIONAL SERVICES
2013

CONSTRUCTION (if applicable)
2013

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

City of St. Augustine

b. POINT OF CONTACT NAME

Greg Caldwell

c. POINT OF CONTACT TELEPHONE NUMBER

(904) 209-0132

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

Key Project Elements

- Roadway Improvements
- MOT Plans
- S&PM Plans
- Drainage Improvements
- Utilities Design & Coordination
- Stormwater Modeling
- Stormwater Management & Facilities Design
- CDBG Disaster Recovery Grant
- Stakeholder Coordination
- Construction Administration
- Construction Inspections
- Permitting with County & SJRWMD



MDG completed a stormwater drainage study for the drainage basin near Ravenswood Drive in St. Augustine. As a result of its study, MDG designed significant improvements to the stormwater drainage infrastructure that improved water conveyance and treatment.

The project scope of work also included a major overhaul of approximately 1,600 linear feet of Ravenswood Drive. Significant maintenance of traffic (MOT) planning was provided with this project due to a required partial closure of Masters Drive, which serves as a main thoroughfare for this area.

Based on MDG's recommendations during the design phase of roadway improvements, the City of St. Augustine was able to complete underground utility improvements concurrently with this St. Johns County roadway improvements project, an action that saved the cost of duplicate construction work on this road. MDG was key in the coordination efforts of these additional utility upgrades.

Partial funding for this project was provided from federal funds disbursed by the state in a CDBG Disaster Recovery Grant. MDG assisted in securing and administering the project grant funds.

Professional Fees: \$130K; Construction Value: \$2M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

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

20. EXAMPLE PROJECT KEY NUMBER
20

21. TITLE AND LOCATION (City and State)

Rock Springs Subdivision PUD
St. Johns County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
Ongoing	Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Rock Springs Farm, LLC

b. POINT OF CONTACT NAME

Stephen Been

c. POINT OF CONTACT TELEPHONE NUMBER

(770) 809-1190

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

Key Project Elements

- Planned Unit Development
- Conceptual Site Plans
- Drainage Review & Design
- Stormwater Facilities
- Off-Site Utilities
- Entrance & Turn Lane Design
- S&PM Plans
- Landscape Design
- Irrigation Design
- Construction Administration
- Bidding Assistance
- Permitting with County, FDEP, FDOT & SJRWMD

MDG is providing planning and engineering services for the new Rock Springs Subdivision PUD located off US 1, south of SR 206 in St. Johns County. A previous site plan was prepared by another engineering company and due to stormwater compensation storage deficiencies, MDG was retained to modify the site plans. MDG reviewed and modified the current concept plan and coordinated with the client representative to modify the PUD based on the proposed new concept plan and provided a Master Development Plan. The site also requires right and left turn lanes within the US 1 right-of-way.

Services provided include drainage analysis, rezoning assistance, and the preparation of construction plans to include land clearing and tree removal, site grading and earthwork, stormwater drainage systems, paving, drainage plans, water and sewer utility plans, off-site utilities design, landscape and irrigation design, construction administration and permitting with the County, SJRWMD, FDEP and FDOT.

Professional Fees: \$231K; Construction Value: \$8M



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME

Matthews Design Group

(2) FIRM LOCATION (City and State)

St. Augustine, FL

(3) ROLE

Prime Civil Engineer

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "✓" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Rob A. Matthews III, PE	Principal-in-Charge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Chris Buttermore, PE	Project Manager	✓	✓	✓			✓	✓	✓		
Billy Almaguer, PE	QA/QC Manager	✓	✓	✓	✓	✓	✓	✓	✓		✓
Scott Knowles, PE	Project Engineer		✓	✓	✓	✓		✓	✓	✓	✓
Alex Acree, PE	Project Engineer		✓			✓	✓				✓
Jeremy Calloway, PE	Project Engineer		✓	✓		✓		✓	✓		✓
Matthew Jurney, PLA	Landscape Architect			✓							✓
Eric Lanehart, PLA	Landscape Architect										



29. EXAMPLE PROJECTS KEY

NO.	Title of Example Project (from Section F)	NO.	Title of Example Project (from Section F)
1	CR 223 Re-Design	6	Colbert Lane & Grady Prather Jr. Cove
2	Amazon Distribution Center Roadway Improvements	7	St. Augustine Shipyard
3	St. Augustine's Marketplace	8	City of St. Augustine Continuing Engineering Contract
4	Flagler Estates Water & Road Mgmt. District	9	St. Johns County Health & Human Services Center
5	Woodlawn Road Improvements	10	Sampson Creek CDD

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "✓" under project key number for participation in same or similar role.)									
		11	12	13	14	15	16	17	18	19	20
Rob A. Matthews III, PE	Principal-in-Charge	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
Chris Buttermore, PE	Project Manager				✓			✓			✓
Billy Almaguer, PE	QA/QC Manager		✓	✓		✓					✓
Scott Knowles, PE	Project Engineer	✓	✓	✓	✓	✓	✓		✓	✓	✓
Alex Acree, PE	Project Engineer										
Jeremy Calloway, PE	Project Engineer								✓		✓
Matthew Journey, PLA	Landscape Architect					✓					✓
Eric Lanehart, PLA	Landscape Architect										

*Eric Lanehart, PLA
is a newly hired
Landscape Architect*

29. EXAMPLE PROJECTS KEY		29. EXAMPLE PROJECTS KEY	
NO.	Title of Example Project (from Section F)	NO.	Title of Example Project (from Section F)
11	Nocatee Park	16	Four Mile Road Improvements
12	Putnam County WWTP & WWTF	17	Lents Road Widening
13	Butler Beach Drainage & Stormwater Improvements	18	Lincolnvile Road & Stormwater Improvements
14	Masters Drive Water & Sewer Improvements	19	Ravenswood Road & Drainage Improvements
15	North Beach Drainage Improvements	20	Rock Springs Subdivision PUD

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

To fully address the criteria requested in the RFQ, we offer the following additional information. This further demonstrates MDG's expertise and capabilities to perform all work that is anticipated under this contract as District Engineer for the Olympus CDD.

1. Ability & Adequacy of Professional Personnel

MDG has the expertise, technical qualifications and project background experience to see any project to successful completion. Our staff comprised of over 40 accomplished engineers, technicians, inspectors and project administrators, are experienced in a wide variety of projects including the preparation and production of construction plans and specifications for the design of land development projects, transportation systems and features (i.e. sidewalks, paths, trails), Signing & Pavement Markings (S&PM), Maintenance of Traffic (MOT), drainage, stormwater management and Stormwater Pollution Prevention Plans (SWPPP), utilities, structures, and obtaining permits from counties, cities, and regulatory agencies including the USACE, FDEP, FDOT, FEMA, and Water Management Districts.

Our key staff for this project team, whose resumes are included in Section E of this SF 330 and the support staff identified in Section D on the organization chart, are experts in their disciplines and well suited to provide the continuing engineering services required of your District Engineer. Our project management team and discipline leads are supported by other highly skilled engineers, technicians and designers to provide a well-rounded and well-staffed production force.



Rob A. Matthews III, PE, President, Principal-in-Charge. With 24 years of experience, Rob has provided *technical guidance and regulatory compliance for roadway projects and all phases of site and land development engineering and environmental and regulatory permitting.* His expertise includes planning, managing, designing, and inspecting land development and municipal civil engineering projects; utility infrastructure design; stormwater modeling and master planning; roadway design; environmental impact studies and mitigation; site development; and all aspects of permitting and rezoning requirements for the successful completion of projects. Rob is also a *Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector.* As president of MDG, he is responsible for resource allocation and schedule commitments. Rob will closely monitor these projects and will coordinate with the client's project manager and MDG project manager to ensure project efforts stay on schedule, within budget, and project plans and documents provided are accurate and prepared to client staff's satisfaction.



To lead efforts under this contract, MDG has selected our seasoned **Senior Project Manager, Chris Buttermore, PE, and Lead Roadway Engineer,** to provide overall project management. Chris brings over 15 years of experience on both public and private sector civil engineering projects. He will monitor all aspects of the contract to assure that all projects are completed on schedule and within budget. He will also take responsibility for coordinating tasks with other MDG team members and for collaborating with and providing progress reports to client staff on a continuing and timely basis.

Chris has worked on a *wide variety of roadway design projects for a number of clients, primarily FDOT and municipalities.* He is also *experienced in land and site development and has provided internal roadway transportation systems and parking lot design as well as stormwater and drainage design for residential, commercial, and industrial projects.* Chris has developed an extensive range of project management skills and has a diverse background in a number of transportation related disciplines, including roadway design, temporary traffic control plans (TTCP) and maintenance of traffic (MOT), signing and pavement marking (S&PM), design of ADA compliant curb ramps, multi-use paths, sidewalks and pedestrian facilities. He has gained expertise in projects ranging from small scale, local roadways and driveways to large-scale design-build interchange projects. *He has firsthand experience with FDOT protocols, design criteria, and filing conventions that facilitate permit and final project approval.* Additionally, Chris is *certified in Advanced MOT* and is a *Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector.*

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



Billy Almaguer, PE, QA/QC Manager, is a professional engineer with over 15 years of experience. His attention to detail, and previous quality control and systems/programs creation experience are why he was selected for this position within MDG. Billy will take responsibility for the review of all engineering and design work. His experience includes all aspects of civil site design, *regulatory permitting processes, stormwater modeling, and recreational facility design*. Billy has specialized in *wetland and nutrient load modeling and stormwater master planning*. He has engineered a variety of projects including highways, beach nourishment, mitigation bank creation, FEMA Hazard Mitigation Grant Program (HMGP) and CDBG projects, and stormwater master plans for many large municipalities.



Scott Knowles, PE, Project Engineer has 25 years of experience in *all phases of civil engineering, site and land development engineering and design, roadway design, stormwater modeling and drainage design, and regulatory permitting*. Scott has provided project management for an eclectic mix of land development and site design, in addition to roadway and related projects that encompass services similar to those required for this project including drainage design improvements and stormwater management facilities, roadway and intersection design, sidewalks, bike lanes, parks, trails, master planning, site plans, conditional uses, land use plan amendments, plats, rezoning, and grant support services. He is also a *Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector* as well as a *Certified FDEP Stormwater, Erosion and Sedimentation Control Instructor*.



Alex Acree, PE, serving as Project Engineer, has worked in the northeast Florida and southern Georgia regions for the past 14 years. His experience consists of a wide variety of projects ranging from *utility infrastructure design, drainage basin analysis and stormwater system design*, to borrow pit and mining site engineering, to *large residential subdivisions and small commercial developments*. He provides high-quality project management services and leads his team of engineers from project conception through design, permitting, construction, inspections, and certifications for a broad range of projects.



Jeremy Calloway, PE, Vice President, is a seasoned *engineering design and construction project manager*, as well as a *Certified FDEP Stormwater, Erosion and Sedimentation Control Inspector*, and will lead our project team in providing **Constructibility/Biddability Reviews** and **Value Engineering**. He has over 15 years of experience in civil engineering design including project management of municipal, industrial, commercial, residential, and projects. These have included *utility and stormwater system design, quality control management, bid package preparation, and permitting with numerous agencies*. He excels at balancing multiple priorities, while maintaining attention to detail and delivering projects on time and within budget.



Matthew Journey, PLA, Landscape Architect, has over 16 years of experience in the landscape architecture and land planning industry. His expertise was developed while serving a variety of clients on a diverse range of projects from roadway widening to commercial and residential site developments. Matt served as the *City of Jacksonville's Landscape Architect and was responsible for ensuring compliance with the city's requirements and codes*. Additionally, during his tenure with *FDOT District 2 as Landscape Architecture GEC Program Support*, his responsibilities included *landscape design, master planning, work on design-build and other roadway projects, cost estimating, 3D modeling, video production, and community involvement*. Other professional responsibilities have included land development, residential design-build, landscape construction documents and administration, highest and best use studies and municipal regulatory administration.



Eric Lanehart, PLA, Landscape Architect, has 18 years of experience in the landscape architecture and land planning industry. He has *managed multiple site planning, landscape, hardscape, and irrigation design projects* for a diverse client base. He has worked on a variety of project type such as amenity centers, parks and recreation facilities, commercial, industrial, mixed-use, multi-family, and single-family developments. Eric works closely with engineers, planners, consultants and client staff to gain approval prior to producing quality renderings and construction documents. As a *Florida Certified Arborist*, Eric has performed project site visits to determine tree species and tree health and helped clients save money in tree mitigation costs. He is a *Certified as a Landscape Inspector* and was previously an *Irrigation Contractor* to the City of Jacksonville, and is also certified in *Advanced Maintenance of Traffic*.

2. Consultant's Past Performance

MDG has maintained work/task order driven continuing service contracts for several years and has the experience and resources necessary to anticipate and compensate for these challenges. Through efficient scheduling, a dedicated workforce, solid experience, and proven record of success with past projects, MDG has earned a reputation for providing high-quality, innovative engineering solutions in a timely and cost-effective manner.

“MDG has made a commitment to make our community a better place.”

MDG has provided recent and past engineering services to CDDs, municipalities, government agencies and several consulting firms. Some of the clients that entrust MDG to perform these professional services on a continuing basis include:

- Antigua Community Development District (*Continuing Engineering Services - District Engineer*)
- Flagler Estates Road and Water Control District (*Continuing Engineering Services - District Engineer*)
- Madeira Community Development District (*Continuing Engineering Services - District Engineer*)
- Sampson Creek Community Development District (*Continuing Engineering Services - District Engineer*)
- Tolomato Community Development District, Nocatee (*Continuing Engineering Services - District Engineer*)
- City of St. Augustine (*Continuing Contract for Professional Services - Civil & Environmental Engineering*)
- City of Jacksonville (*A/E Continuing Services for Misc. Park Improvement Projects*)
- City of Green Cove Springs (*Continuing Engineering Services for Water, Wastewater, Drainage, Stormwater, Roadway & Parks*)
- City of Flagler Beach (*Emergency Civil/Structural Engineering, Planning & Emergency Management Support Services for Disaster Recovery*)
- Baker County (*Continuing Technical and/or Engineering Services for Mining Permit Applications*)
- Flagler County (*Continuing Civil Engineering Services*)
- Flagler County School District (*Continuing Civil Engineering Services*)
- Putnam County (*Continuing Professional Engineering Services*)
- St. Johns County School District (*Continuing Engineering Services*)
- St. Johns County (*Continuing Engineering Services*)
- St. Johns County Parks and Recreation Department (*Continuing Engineering Services*)
- St. Johns County Airport (*Civil Engineering Subconsultant Continuing Services*)
- St. Johns River State College (*Continuing Civil Engineering Services*)
- Catholic Diocese of St. Augustine (*Civil Engineering Services*)
- Florida Department of Transportation, District 2 (*Continuing Services Subconsultant for Landscape Design*)
- Florida Department of Military Affairs (*Continuing Engineering Services*)
- Schenkel-Shultz, Inc. (*Continuing Civil Engineering Services*)

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

In addition to the continuing engineering services contracts noted on the previous page, MDG has provided the same services as required by the Olympus CDD District Engineer on a variety of projects. A sampling of these include:

Residential

- Las Calinas – *Continuing Service Contract with Developer*
- Cimarrone – *Continuing Service Contract with HOA*
- Julington Creek – *Continuing Service Contract with POA (Road & Stormwater Evaluations)*
- Sea Colony – *Contract with POA to provide Bi-Annual Stormwater Inspections*
- Isla Antigua Apartments - *Design Contract with Developer*
- Coquina Ridge – *Design Contract with Developer*
- Villages of Valencia – *Design Contract with Developer*
- Laurel Oaks (Oak Hill Estates), Ph 1 & 2 – *Design Contract with Developer*
- Tierra Chase Subdivision – *Design Contract with Developer*
- Project Family, Phase 1 – *Design Contract with Developer*

Commercial

- Rulon Headquarters Expansion – *Design Contract with Developer*
- St. Augustine's Marketplace – *Design Contract with Developer*
- Diane's Marketplace – *Design Contract with Developer*
- Art'n Motion, Scott LaGasse Racing & Assembly Events – *Design Contract with Developer*
- Ice Plant Distillery – *Design Contract with Developer*
- Dollar General – *Design Contract with Developer*

Roadway

- Colbert Lane & Grady Prather Jr. Cove Roadway Improvements, *Flagler County*
- Woodlawn Road Improvements, *St. Johns County*
- Amazon Distribution Center Roadway Improvements, *Duval County*
- Flagler Estates Roadway & Water District Improvements, *St. Johns & Flagler Counties*
- CR 223 Design & Permitting (Dirt to Pave), *St. Johns County*
- Lents Road Design & Permitting (Dirt to Pave), *Nassau County*
- Ravenswood Drive Improvements, *St. Johns County*
- Josiah Street Improvements, *St. Johns County*
- St. Johns Avenue Resurfacing, *Putnam County*
- Longleaf Pine Parkway (CR 244) Widening, *St. Johns County*
- SR 13 Forcemain Extension, *St. Johns County*
- CR 208 Drainage Culvert, *St. Johns County*



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

The level of service and quality products that MDG's professional and technical staff delivers on a daily basis, has earned our firm an excellent reputation and record for repeat business. This is indicative of the high level of client satisfaction with our performance and work products, our ability to meet deadlines, and keep projects within budgetary guidelines. We attribute this success to our solid commitment to provide each client:

- Open Lines of Communication
- Knowledgeable Team Members
- Local and Available Staff
- Quick Response Time
- Flexibility of Industry Experts with a Wide Range of Technical Capabilities
- Well Thought Out Project Approach
- Schedule Based on Real Data
- Internal Meetings with Project Manager and Design Teams
- Frequent Project Meetings with Client
- Technical Review Team Assisting in QA/QC

3. Geographic Area

In addition to our corporate headquarters located just north of the historic district in St. Augustine, Florida, we recently opened an office in the Southpoint area of Jacksonville, where our firm continues providing outstanding professional engineering services in a location convenient to our Jacksonville clients.

MDG currently serves clients on projects as far away as Pensacola, Ft. Walton Beach, Atlanta, Tampa and Miami from our two offices.

For a project such as Olympus, MDG would make the commitment to open an office within the vicinity of the project. This office would become important during the permitting and construction to ensure timely responses to the City of Clermont, Lake County, FDOT and contractor.

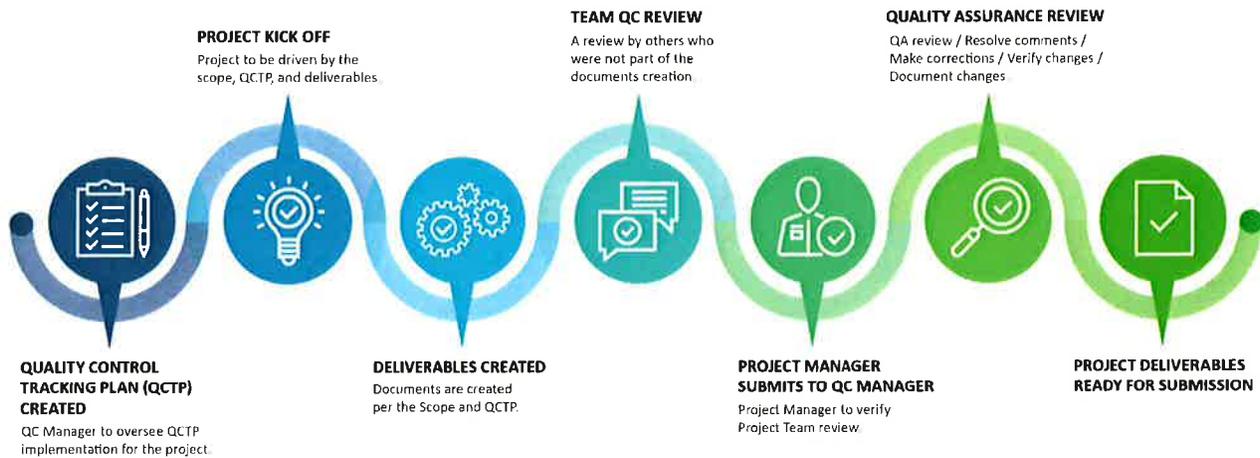


30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH ADDITIONAL SHEETS AS NEEDED.

4. Willingness to Meet Time & Budget Requirements

The MDG Team commits to meeting the schedule and budget goals of the District. MDG will determine the most cost-effective solutions and time saving measures for all project improvements issued under this contract.

For each submittal, we will establish advanced internal deadlines to allow for proper quality control of the deliverables as well as early submittal to the District. Progress reports will be provided to the District Project Manager including action items and schedule status reports. Some other measures we will apply to control the project schedule and budget include executing a detailed Project Management Plan, applying a strong QA/QC plan focused on constructibility reviews, developing a well-defined scope and updating the project cost estimate at every stage of the plans submittals, and early start on all critical issues such as public involvement, permitting and utility coordination.



MDG has a record of completing work on time and within budget. For work requiring quick turnaround, we adjust work schedules as necessary to meet our client’s needs. We commit to continuing our impressive service record by providing prompt responses and the delivery of quality construction documents.

5. Certified MBE

MDG is not a certified MBE. However, we are a certified Small Business (SB) and our final certification as a Disadvantaged Business Enterprise (DBE) will be in effect shortly. It should also be noted that our majority stockholder and Chief Executive Officer is Keri Matthews, and our Minority/Woman-owned Business Enterprise (M/WBE) certification has not been finalized yet, but is anticipated in the near future.

6. Recent, Current & Projected Workloads

The MDG Team understands that this contract would require the commitment of the entire project team towards the accomplishment of the District’s goals. This commitment is not taken lightly by our collection of professionals.

As the frequent employer of subcontractors, we rely on project team members to provide timely responses to every work order. Having performed work as a prime engineer on continuing services contracts over 13 years, we understand the importance of the firm’s ability to provide the necessary depth of qualified staff for immediate response times, and the ability to manage multiple assignments simultaneously and effectively. Given this understanding, we commit services only to those contracts our project team can complete within negotiated and expected timelines.

H. ADDITIONAL INFORMATION

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

Our team has the necessary personnel available now to successfully complete work order tasks within the time constraints that will be required for this contract.

With over 40 highly skilled professional, technical and support staff company-wide, MDG has the diversity of experienced staff capable to assist key staff members as needed to accelerate project delivery.

Additionally, MDG's team has overlapping expertise to provide additional support as needed and offices throughout Florida with service locations within reasonable commuting distance to client offices and the project sites.



7. Volume of Work Previously Awarded to Consultant by District

MDG currently has a contract as the Interim CDD Engineer.

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

31. SIGNATURE

Rob A. Matthews III

33. NAME AND TITLE

Rob A. Matthews III, PE, President

32. DATE

March 18, 2020

ARCHITECT-ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

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

1. SOLICITATION NUMBER (If any)

N/A

2a. FIRM (OR BRANCH OFFICE) NAME

Matthews Design Group

3. YEAR ESTABLISHED

2005

4. UNIQUE ENTITY IDENTIFIER

60-364-9117 (DUNS #)

2b. STREET

7 Waldo Street

5. OWNERSHIP

a. TYPE

Corporation S-type

2c. CITY

St. Augustine

2d. STATE

FL

2e. ZIP CODE

32084

b. SMALL BUSINESS STATUS

Small Business

6a. POINT OF CONTACT NAME AND TITLE

Rob A. Matthews III, PE, President

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

N/A

6b. TELEPHONE NUMBER

904.826.1334

6c. E-MAIL ADDRESS

Rob@MDGinc.com

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

8b. YEAR ESTABLISHED

8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	10		C15	Construction Management	2
08	CADD Technician	10	3	HO7	Highways; Streets; Airfield Parking; Parking Lots	4
12	Civil Engineer	11	3	H11	Housing (Residential, Multifamily, Apartments; Condos)	4
15	Construction Inspector	2		L03	Landscape Architecture	1
39	Landscape Architect		2	O01	Office Buildings; Industrial Parks	2
47	Planner: Urban/Regional	1		PO6	Planning (Site, Installation & Project)	3
				RO4	Recreation Facilities; Parks; Marinas; etc.	1
				S13	Stormwater Handling & Facilities	3
				W04	Water Supply; Treatment & Distribution	2
				Z01	Zoning; Land Use Studies	2
Total		34	8			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

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

a. SIGNATURE



b. DATE

03/18/2020

c. NAME AND TITLE

Rob A. Matthews III, PE, President

ARCHITECT-ENGINEER QUALIFICATIONS

PART II – GENERAL QUALIFICATIONS

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

1. SOLICITATION NUMBER (If any)

N/A

2a. FIRM (OR BRANCH OFFICE) NAME

Matthews Design Group

3. YEAR ESTABLISHED

2005

4. UNIQUE ENTITY IDENTIFIER

60-364-9117 (DUNS #)

7b. STREET

6621 Southpoint Drive North, Suite 315

5. OWNERSHIP

7c. CITY

Jacksonville

2d. STATE

FL

7e. ZIP CODE

32216

a. TYPE

Corporation S-type

6a. POINT OF CONTACT NAME AND TITLE

Rob A. Matthews III, PE, President

b. SMALL BUSINESS STATUS

Small Business

6b. TELEPHONE NUMBER

904.826.1334

6c. E-MAIL ADDRESS

Rob@MDGinc.com

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

N/A

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

8b. YEAR ESTABLISHED

8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. No. of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	10		C15	Construction Management	2
08	CADD Technician	10	3	HO7	Highways; Streets; Airfield Parking; Parking Lots	4
12	Civil Engineer	11	3	H11	Housing (Residential, Multifamily, Apartments; Condos)	4
15	Construction Inspector	2		L03	Landscape Architecture	1
39	Landscape Architect		2	O01	Office Buildings; Industrial Parks	2
47	Planner: Urban/Regional	1		PO6	Planning (Site, Installation & Project)	3
				RO4	Recreation Facilities; Parks; Marinas; etc.	1
				S13	Stormwater Handling & Facilities	3
				W04	Water Supply; Treatment & Distribution	2
				Z01	Zoning; Land Use Studies	2
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11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	6
c. Total Work	6

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

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

a. SIGNATURE



b. DATE

03/18/2020

c. NAME AND TITLE

Rob A. Matthews III, PE, President

**Olympus
Community Development District**

**Professional Engineering Services Agreement
with Matthews Design Group LLC**

**AGREEMENT BETWEEN THE OLYMPUS COMMUNITY DEVELOPMENT
DISTRICT AND MATTHEWS DESIGN GROUP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT (“Agreement”) is made and entered into as of this 1st day of May, 2020, by and between:

OLYMPUS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Clermont, with a mailing address of 12051 Corporate Boulevard, Orlando, Florida 32817 (the “District”); and

MATTHEWS DESIGN GROUP, LLC, a Florida limited liability company, with a mailing address of 7 Waldo Street, St. Augustine, Florida 32084 (“Engineer”).

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*, (the “Act”), as amended; 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, pursuant to Sections 190.033 287.055, *Florida Statutes*, the District solicited statements of qualification from qualified firms to provide professional engineering services on a continuing basis; and

WHEREAS, Engineer submitted a statement of qualification to serve in this capacity; and

WHEREAS, the District's Board of Supervisors ranked Engineer as the most qualified firm to provide professional engineering services for the District on a continuing basis and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

WHEREAS, the District intends to employ Engineer to perform engineering, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization or work authorizations; and

WHEREAS, the Engineer shall serve as the 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 these 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:

Article 1. Recitals. The recitals stated above are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

Article 2. Scope of Services

- A. The Engineer will provide general engineering services, including:
 - 1. Preparation of any necessary reports and attendance at meetings of the District’s Board of Supervisors.
 - 2. Providing professional engineering services including but not limited to review and execution of documents under the District’s Trust Indentures and monitoring of District projects. Performance of any other duties related to the provision of infrastructure and services as requested by the Board, District Manager, or District Counsel.
 - 3. Any other items requested by the Board of Supervisors.

- B. Engineer shall, when authorized by the Board, provide general services related to construction of any District projects including, but not limited to:
 - 1. Periodic visits to the site, or full time construction management of District projects, as directed by the District.
 - 2. Processing of contractor’s pay estimates.
 - 3. Preparation of, and/or assistance with the preparation of, work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel and the Board.
 - 4. Final inspection and requested certificates for construction including the final certificate of construction.
 - 5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner’s representative or “Engineer.”
 - 6. Any other activity related to construction as authorized by the Board.

- C. With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

Article 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 being authorized (“Work Authorization”). Authorization of services or projects under the contract shall be at the sole option of the District.

Article 4. Compensation. It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each 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. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017, *Florida Statutes*, for CATEGORY FOUR, the District shall require the Engineer 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. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

B. Hourly Personnel Rates - For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires to use the hourly compensation rates outlined in **Schedule 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.

Article 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.

Article 6. Term of Contract. It is understood and agreed that this Agreement is for 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 to Article 22.

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

Article 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 further time as required under Florida’s public records 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.

Article 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 (the "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.

Article 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.

Article 11. Independent Contractor. Engineer and District agree that Engineer is and shall remain at all times an independent contractor and shall not in any way claim or be considered an employee of the District. Engineer shall not have authority to hire persons as employees of the District.

Article 12. 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 the District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

Article 13. Estimate of Cost. Since Engineer has no control over the cost of labor, materials or equipment or over a contractor's(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.

Article 14. 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 following:

Workers' Compensation	Statutory
General Liability	
Bodily Injury (including Contractual)	\$1,000,000/\$2,000,000
Property Damage (including Contractual)	\$1,000,000/\$2,000,000
Automobile Liability	Combined Single Limit \$500,000
Bodily Injury / Property Damage	
Professional Liability for Errors and Omissions	\$1,000,000

The District, its officers, supervisors, agents, staff, and representatives shall be named as additional insured parties (except on Professional Liability for Errors and Omissions). The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Article. 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 within thirty (30) days of prior written notice of cancellation to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida.

Article 15. Contingent Fee. 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.

Article 16. Audit. Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three 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 years after completion of all work under the Agreement.

Article 17. Indemnification. Engineer shall indemnify, defend, and hold harmless the District, and the District's officers, employees and staff, wholly from liabilities, damages, losses, and costs of any kind, including, but not limited to, reasonable attorneys' fees, which may come against the District and the District's officers, employees, and staff to the extent caused by negligent, reckless, or intentionally wrongful acts or omissions by the Engineer or persons employed or utilized by Engineer in the course of any work done in connection with any of the matters set out in this Agreement. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or any other statute or law.

Article 18. Compliance with Public Records Laws. Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is **Jennifer Walden** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which 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 the contract term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT (407) 723-5900,

**WALDENJ@PFM.COM, OR AT 12051 CORPORATE
BOULEVARD, ORLANDO, FLORIDA 32817**

Article 19. Employment Verification. 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.

Article 20. Controlling Law; Jurisdiction and Venue. Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Jurisdiction and venue for any proceeding with respect to this Agreement shall be in Lake County, Florida.

Article 21. 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.

Article 22. 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 or other 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.

Article 23. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, transmitted by electronic mail (e-mail) and mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to the District: Olympus Community Development District
12051 Corporate Boulevard
Orlando, Florida 32817
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to Engineer: Matthews Design Group, LLC
7 Waldo Street
St. Augustine, Florida 32084

Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for Engineer may deliver Notice on behalf of District and Engineer, 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.

Article 24. Recovery of Costs and Fees. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorneys' fees.

Article 25. Compliance with Professional Standards. In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees or anyone directly or indirectly employed by Engineer, shall maintain the highest standard of care, skill, diligence and professional competency for such work and/or services. Any designs, drawings, reports or specifications prepared or furnished by the Engineer that contain errors, conflicts or omissions will be promptly corrected by Engineer at no cost to the District.

Article 26. Acceptance. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

WITNESS:

MATTHEWS DESIGN GROUP, LLC

Witness

By: _____
Its: _____

Schedule A – Rate Schedule

Schedule "A"

Schedule of Rates

**ATTACHMENT A
PROFESSIONAL SERVICES FEE SCHEDULE**

Principal	\$225/hour	Sr. Landscape Architect	\$160/hour
Vice President	\$185/hour	Landscape Architect	\$130/hour
QA/QC Manager	\$160/hour	Senior Construction Inspector	\$115/hour
Senior Project Manager	\$175/hour	Inspector	\$95/hour
Project Manager	\$150/hour	CAD Designer - I	\$90/hour
Senior Professional Engineer	\$170/hour	CAD Designer - II	\$105/hour
Professional Engineer	\$150/hour	Senior CAD Designer	\$125/hour
Project Engineer, EI - III	\$130/hour	Director of Marketing	\$60/hour
Project Engineer, EI - II	\$120/hour	Senior Graphic Designer	\$105/hour
Project Engineer, EI - I	\$110/hour	Graphic Designer	\$85/hour
Senior Planner	\$160/hour	Controller	\$95/hour
Planner	\$130/hour	Administrative Support	\$60/hour

_____, 2020

Olympus Community Development District
Clermont, Florida

Subject: **Work Authorization Number** ____
Olympus Community Development District

Dear Chairman, Board of Supervisors:

Matthews Design Group, LLC (“**Engineer**”) is pleased to submit this work authorization to provide engineering services for the Olympus Community Development District (“**District**”). We will provide these services pursuant to our current agreement dated May 1, 2020 (“**Engineering Agreement**”) as follows:

I. Scope of Work

The District will engage Engineer to:

- Perform those services as necessary pursuant to the Engineering Agreement including attendance at Board of Supervisors meetings and preparation of reports or other activities as directed by the Board of Supervisors.
- Perform all services related to administration of the District construction projects in an efficient, lawful and satisfactory manner.
- Act as Purchasing Agent for the District with respect to the direct purchase of construction materials for the District’s improvements in accordance with the procurement procedures adopted by the Board of Supervisors and/or the terms of any applicable construction contracts.

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, et cetera, pursuant to the Engineering 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.

APPROVED AND ACCEPTED

Sincerely,

By: _____
Authorized Representative of
Olympus Community Development District

By: _____
Its: _____
Matthews Design Group, LLC

**Olympus
Community Development District**

Updated Engineers Report

OLYMPUS
COMMUNITY DEVELOPMENT DISTRICT
Report of District Engineer
February 2020

Prepared for:

Olympus
Community Development District
Clermont, Florida

Prepared by:

Chris Buttermore, P.E.
Matthews Design Group, LLC
St. Augustine, Florida

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INTRODUCTION

The Olympus Community Development District (the "District") encompasses approximately 247.02 acres, more or less, in the City of Clermont, Florida, and is located in Sections 21 & 28, Township 23 South, and Range 26 East. Primary access will be provided from US Highway 27. Exhibit A is a Vicinity Map that represents the site location. Exhibit B is an adjacent roadway map that represents the surrounding road network.

Current plans are to complete capital improvements needed to support the development of the Olympus Planned Unit Development (PUD) based on the districts within the Olympus community. These PUD based districts include Conservation & Open Space District (COS), Residential Neighborhood Single-Use District (RSD), Office & Medical Services Single-Use District (OSD), Hospitality Single-Use District (HSD), Urban Mixed-Use District (UMU), and Urban Special-Use District (USU). The current PUD, approved by the City of Clermont, will be used for determining what development will be allowed in each district.

The District has been established as a Community Development District which is a local unit of special-purpose government. Exhibit C provides a Metes & Bounds Boundary Description and Map of the District. The majority of all construction and development activities associated with the Community are wholly contained within or in close proximity to the limits established for the District.

There are two types of offsite improvements associated with the District:

1. Cost sharing for the Hancock Road utility extension from the District northward to Hartwood Marsh Road.
2. Proportionate share payment for additional offsite roadway. No obligation has been imposed for signalization improvements as per the approved traffic impact analysis. However, any future signalization requirement would be the responsibility of the District.

These improvements benefit the District specifically and the public more generally. The offsite improvements will ultimately be owned and maintained by the City of Clermont, Lake County, or the Florida Department of Transportation.

The District and/or Olympus Sports & Entertainment Group, LLC, a Florida limited liability company ("Developer"), or its successors or assigns will be responsible for offsite improvements that directly benefit the District. The City of Clermont will participate in a cost share of item 1 above as part of a Developer's Agreement.

The Olympus Community Development District is governed by a Board of Supervisors consisting of five (5) members. The Board of Supervisors are as follows. Their terms, powers and duties are as described in Chapter 190, Florida Statutes:

- (a) Michael Carroll Sr
- (b) Michael Carroll Jr
- (c) Russ Caldwell
- (d) Matt Carroll
- (e) Edward Dempsey

The District is management by PFM Group Consulting, LLC. Hopping, Green & Sams, P.A., serves as District General Counsel (the "District Counsel"). Matthews Design Group, LLC. is interim the District Engineer (the "District Engineer"). The District Manager oversees the operation and maintenance of the District, as supervised by the Board of Supervisors.

PURPOSE AND SCOPE

The District was established for the purpose of financing or acquiring, constructing, maintaining and operating all or a portion of the infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the infrastructure improvements necessary for development activities as well as to be financed and/or acquired by the District. The District will finance, acquire and/or construct, operate, and maintain a portion of the infrastructure improvements that are needed to serve the Community and allocate the costs for these infrastructure improvements to the property owners within the District. The Developer is currently the owner of all the lands within the District and is the master developer of the Community. The proposed infrastructure improvements, as outlined herein, are necessary for the functional development of the lands within the District as required by the City of Clermont. This Engineer's Report reflects the District's present intentions. The implementation and completion of the Capital Improvement Program ("CIP") outlined in this Report requires final approval by the District's Board of Supervisors, including the award of contracts for the construction or acquisition of the improvements. Cost estimates contained in this Report have been prepared based on the best available information, including bid documents and pay requests where available. These estimates may not reflect final engineering design or complete permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, etc. Nevertheless, all costs contained herein, may be reasonably expected to adequately fund the improvements described, and contingency costs as included are reasonable.

DEVELOPMENT DESCRIPTION

Olympus is planned for multiple types of development, including residential, retail, office, medical, hospitality, sports/civil and recreational. Development will be controlled by the PUD based District the development will be located within and by the approved PUD text. As mentioned, US Highway 27 will provide access to the District from the west. The District is primarily bound on the west by the US Highway 27, bound on the north and east by Schofield Road, and bound on the south by undeveloped property.

LAND USE

As stated, the District consists of 247.02 acres, more or less. The proposed land uses within the District consist of single-family residential (detached and attached), multi-family residential, office, medical services, retail, sports & civic, hotel & hospitality, corporate conference & mixed-use, active recreational open space, passive open space, public & private roadways, conservation areas, jurisdictional wetlands, wetland buffers, and stormwater management areas.

GOVERNMENTAL ACTIONS

On May 14, 2019, Clermont's City Council approved and adopted the Annexation of the District lands into the City of Clermont and the Rezoning of the lands to Planned Unit Development (PUD) by Ordinance No. 2018-35 & 2018-36. Applications for development permits and approvals are being processed for the appropriate federal, state and county governmental agencies consistent with the Olympus District and other local, state and federal regulations. A list of the significant approvals that are required is shown below and

a status summary is shown in Exhibit E.

The following permits are required for the Community:

- **City of Clermont**
 - Annexation – Ordinance 2018-35 (5/14/2019)
 - Rezone – Ordinance 2018-36 (5/14/2019)
 - Utility Plan Approval (Portion of Phases 1 & 2)
 - Concurrent Site/Development/Construction (Phases 1 & 2)
 - Final Plat Approval
- **Lake County**
 - Utility Plan Approval (Portions of Phases 1 & 2)
- **Florida Department of Transportation (FDOT)**
 - Access Permit
 - Drainage Permit
 - Utility Permit
- **Florida Department of Environmental Protection (FDEP)**
 - Permit to Construct Water Distribution Systems (Phases 1 & 2)
 - Permit to Construct Wastewater Collection Systems (Phases 1 & 2)
- **St. Johns River Water Management District**
 - Environmental Resource Permit (Phases 1 & 2)
- **Army Corps of Engineers:**
 - Nationwide
 - US Fish & Wildlife Service

It is Matthews Design Group's opinion that there are no technical reasons existing at this time which would prohibit the implementation of the plans for the Development as presented herein and that permits normally obtained by site development engineers, not heretofore issued and which are necessary to affect the improvements described herein, will be obtained during the ordinary course of development. The permit status for the development is summarized in Exhibit D included with this Report.

INFRASTRUCTURE BENEFIT

The project includes the construction of two types of public benefits. These proposed infrastructure improvements include:

1. Project-wide public benefits; and
2. Incidental public benefits.

The project-wide public benefits are provided by infrastructure improvements that serve all development in the District. These public infrastructure improvements include: local roads, adjacent roadway improvements, wastewater, potable water, reclaimed water and irrigation systems, underground electrical systems, street lighting, stormwater management improvements, and landscaping.

Incidental public benefits include those benefits to the general public who do not necessarily reside within the District. The general public will benefit from the District's share of offsite transportation improvements and offsite utility extensions.

The proposed infrastructure improvements identified in this Report are intended to provide specific benefit to the assessable real property within the boundaries of the District. The construction and maintenance of the proposed infrastructure improvements are necessary for the development of the assessable property in the District and will benefit the property intended for development and the various uses previously described in this report. As noted, the District may construct, acquire, own, and operate all or any portion of the proposed infrastructure.

The District will operate and maintain some of the infrastructure improvements as noted in Table 1.

CAPITAL IMPROVEMENT PROGRAM

The District's Capital Improvement Program ("CIP") includes infrastructure improvements that will provide special benefit to all lands within the District. Said improvements include earthwork, stormwater management facilities, internal roadways, recreational trail system, hardscaping, landscaping, potable water, reclaimed and irrigation water transmission systems, wastewater collection and transmission facilities. The costs for engineering survey, design and inspection of these elements, other professional services associated with design and construction, permitting, as well as costs for legal and engineering services associated with administering some aspects of the CIP, have been included.

The CIP will also provide offsite infrastructure improvements that will benefit the District as well as adjacent developments, existing and future. These improvements include water and sewer main extensions, roadway extensions, and signalization improvements.

The estimated total cost of the CIP is \$31,445,124 and installation of the CIP improvements will be split into two phases. Refer to Exhibit E for a summary of the costs by infrastructure category and phase for the CIP.

ROADWAYS

District Funded Offsite Roadways:

The Conditions of Approval require certain off-site improvements to be completed as a condition of development of the Community. The District will fund these offsite improvements.

The current plan of development requires the following offsite transportation improvements; the costs of which are included in the estimated project costs in Exhibit E.

- Hancock Road and Utility Extensions

Developer Funded Internal Roadways:

The design of roadways within the District will comply with the City of Clermont's Development Code and the PUD. Based on the current plan of development, the Developer will fund and construct divided 2-lane and 4-lane roads providing access to the developments within the District.

UTILITIES

The District will fund and construct the potable water distribution system, the wastewater collection and transmission system, the reclaimed water distribution systems, and the irrigation water systems. The District will also fund the underground electrical system.

Potable Water, Reclaimed Water and Wastewater

Utility ownership will be split between Lake County and the City of Clermont. A jurisdiction line separating the two agencies runs east/west through the center of the two existing lakes. No interconnect between the agencies' proposed utility mains is proposed. Utility service for the City of Clermont portion of the District will be provided via the water and sewer extension mentioned along the future Hancock Road extension. Utility service for the Lake County portion of the District will be provided by the adjacent development to the south (Hanover). The City of Clermont and Lake County will provide potable water and reclaimed water to the lands within the District and treat wastewater that originates from the District. When completed, the City of Clermont and Lake County will own, operate and maintain the potable water distribution system, reclaimed water distribution system and wastewater collection and transmission system within the District.

Irrigation Water

The landscaped roadways, and some parks, recreational, and common areas will be irrigated using irrigation systems connected to stormwater/irrigation lakes located within the District. The District will own, operate and maintain the irrigation system. Reuse water mains will also be provided for irrigation use.

Underground Electrical System

The District will fund and construct the underground electrical system that will provide service to the lands within the District. Duke Energy will own, operate, and maintain the underground electrical system.

STORMWATER MANAGEMENT SYSTEM

The City of Clermont and the St. Johns River Water Management District ("SJRWMD") regulate the design criteria for the stormwater management system within the District. The majority of the District land is considered a closed basin and will be treated as such during stormwater design and permitting. The northeast portion of the District land has a pre-development flow northward to the land north of Schofield Road. Considerations have been made to both receive runoff from adjacent properties and to allow runoff to leave the District site onto adjacent properties to be consistent with pre-development flows. The pre-development site runoff and water management criteria have been established by the City of Clermont and SJRWMD.

The stormwater management system for the District focuses on utilizing the existing lakes for stormwater retention. The smaller, western lake will be converted to underground treatment and retention so that the surface area can be used as additional open space. The larger, eastern lake will mostly remain as is for retention. Additional smaller ponds and underground treatment facilities will assist with treating the water prior to entering the existing lake.

The primary objectives of the stormwater management system for the District are:

1. To provide a stormwater conveyance and storage system, which includes stormwater quality treatment.
2. To adequately protect development within the District from regulatory-defined rainfall events.
3. To maintain existing wetlands and conservation areas.
4. To ensure that adverse stormwater impacts do not occur upstream or downstream as a result of the Development.
5. To satisfactorily accommodate stormwater runoff from adjacent off-site areas that naturally drains through the District. Accommodating existing drainage conditions are a requirement of more than one regulatory agency and are an integral part of the infrastructure improvements constructed with development projects.
6. To preserve the function of the floodplain storage during the 100-year storm event.

The stormwater management system provides a system for the District that optimizes the drainage, collection, treatment and attenuation of stormwater runoff.

The District will fund, construct and/or acquire the stormwater management system.

The stormwater collection and outfall systems will be a combination of site grading, earthwork, stabilization, inlets, pipe culverts, control structures, and wetland conservation areas.

LANDSCAPE AND HARDSCAPE

Internal roads and some parks or open space will be irrigated and landscaped. All landscaped and hardscaped areas will be in compliance with City of Clermont and PUD development criteria. The District will fund and construct the landscaping along the roads, the open space or park areas, retaining walls, buffer walls, fencing and landscape buffers within the District's boundary. The District will be responsible for maintenance of these items.

Olympus signage and monumentation will also be funded and constructed by the District and maintained by the District.

RECREATIONAL FACILITIES

The District will fund, construct, operate and maintain certain recreational facilities and other passive recreational features within the Development, including the trail system that will traverse throughout the site. The recreational components will generally be within District open space, parks and other public areas.

PROFESSIONAL SERVICES

Professional fees include civil engineering costs for master planning, site design, permitting, preparation of construction plans, inspection and survey costs for construction staking, preparation of record drawings and preparation of preliminary and final plats.

Professional fees also may include geotechnical costs for additional pre-design soil borings, underdrain analysis, soil stabilization, and construction testing, architectural costs for landscaping, fees associated with transportation planning and design, environmental consultation, irrigation system design and fees for permitting, as well as costs for legal and engineering services associated with the administration of the District's CIP.

CONTINGENCY

This category includes the cost for adjustments as a result of unexpected field conditions, additional requirements of governmental agencies, market conditions, and other unknown factors that may occur throughout the course of development and construction of the infrastructure. In general, the contingency amount is based on a percentage of the total infrastructure cost estimate.

OWNERSHIP AND MAINTENANCE

The ownership and maintenance responsibilities of the proposed infrastructure improvements are set forth below in the table.

Table 1: Ownership and Maintenance			
Proposed Infrastructure	Funding	Ownership	Maintenance
Public Roads within District	CDD	CDD	CDD
Street Lights	CDD	CDD	CDD
Drainage System including curb	CDD	CDD	CDD
Trail System	CDD	CDD	CDD
Potable Water	CDD	CITY or COUNTY	CITY or COUNTY
Sewer	CDD	CITY or COUNTY	CITY or COUNTY
Reclaim to Pond	CDD	CITY or COUNTY	CITY or COUNTY
Irrigation Pump	CDD	CDD	CDD
Well Pump	CDD	CDD	CDD
Irrigation System	CDD	CDD	CDD
Landscaping	CDD	CDD	CDD
Ponds/Earthwork for Ponds	CDD	CDD	CDD
Offsite Public Roads (outside of District)	CDD	CITY	CITY
Offsite public utilities & drainage	CDD	CITY	CITY

PROJECT COSTS

The estimated District Funded total cost of the CIP is \$31,445,124.00. Refer to Exhibit E for a summary of the costs by infrastructure category for the CIP.

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the City of Clermont, Lake County, and the PUD. The planning and design of the infrastructure is in accordance with current governmental regulatory requirements. The infrastructure will provide its intended function so long as the construction is in substantial compliance with the design and permits. The permits and regulatory approvals identified in this Report are sufficient for the completion of the CIP as described in the development plans. The platting, design and permitting for the development are ongoing at this time and there is no reason to believe such permitting will not be obtained.

Items of construction in this Report are based on preliminary quantities for the infrastructure construction as shown on the master plans, conceptual plans, and developing construction drawings and specifications. It is my professional opinion that the estimated infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012(1) and (2) of the Florida Statutes.

The total construction cost estimate for the infrastructure that has been developed in this Report is only an estimate and not a guaranteed maximum price. The estimated cost is based on recent cost information concerning construction and professional services for similar developments in this area of the County applied to the current plan of development. The labor market, future costs of equipment and materials, and the actual construction processes frequently vary and cannot be accurately forecasted. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

The Engineer recommends that in addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on any proposed bonds, the District should also levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District for the purpose of defraying the cost and expenses of maintaining District owned improvements.

Chris Buttermore, P.E

Olympus Community Development District Engineer FL Registration No.: 78811

EXHIBIT A
VICINITY MAP



MATTHEWS DESIGN GROUP

SITE	COUNTY	PROJECT NUMBER
OLYMPUS	LAKE	17122

**EXHIBIT A
VICINITY MAP**

SHEET NO.

1 OF 1

EXHIBIT B

ADJACENT ROAD NETWORK MAP



MATTHEWS DESIGN GROUP

SITE	COUNTY	PROJECT NUMBER
OLYMPUS	LAKE	17122

EXHIBIT B
ADJACENT ROAD NETWORK MAP

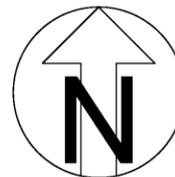
SHEET NO.

EXHIBIT C

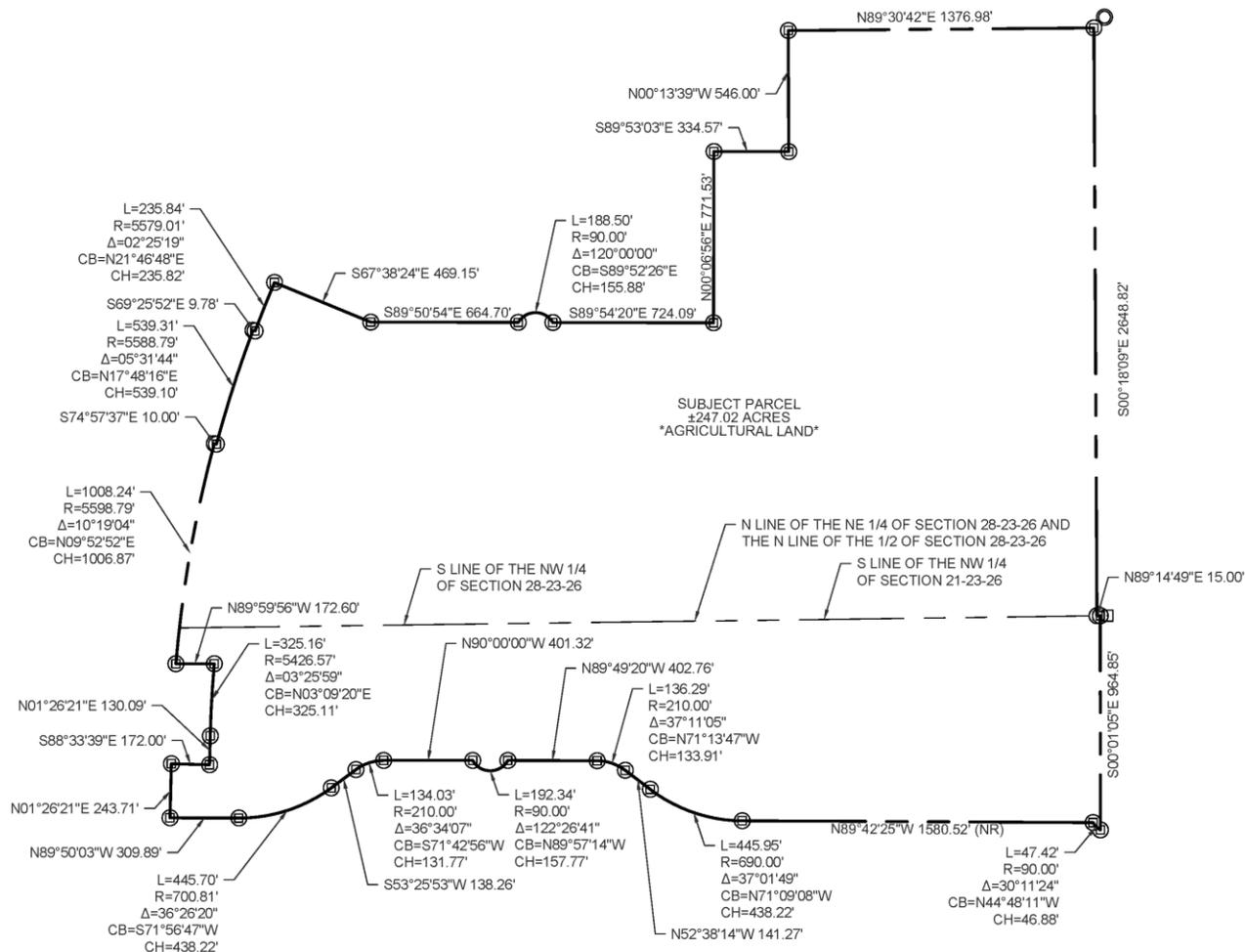
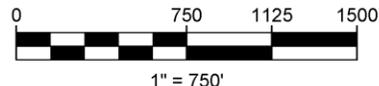
OLYMPUS CDD BOUNDARY METES & BOUNDS DESCRIPTION AND MAP

THIS IS NOT A SURVEY

SECTION 21 & 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST
LAKE COUNTY, FLORIDA



GRAPHIC SCALE



FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OLYMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

1

OF 3

LEGAL DESCRIPTION:

ALL OF TRACTS 47, 50, 51, 52, 53, 59, 60, 61, 62, AND 63, A PORTION OF TRACTS 33, 34, 35, 41, 45, 46, 48, 49, 54, 55, 58 AND 64, A PORTION OF THAT CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 41, 44-46, 48 AND THOSE CERTAIN UN-IMPROVED 30.00 FOOT PLATTED RIGHT OF WAYS LYING SOUTH OF TRACT 47 AND WEST OF TRACTS 52 AND 61, THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACTS 59 - 63 AND A PORTION OF THAT CERTAIN UN-IMPROVED 15.00 FOOT PLATTED RIGHT OF WAY LYING SOUTH OF TRACT 58 AND EAST OF U.S. HIGHWAY 27, ALSO A PORTION OF SAID RIGHT OF WAY LYING SOUTH OF TRACT 64 AND WEST OF SCHOFIELD ROAD; SAID TRACTS AND UN-IMPROVED RIGHTS OF WAY LYING WITHIN THE PLAT OF MONTE VISTA PARK FARMS, AS RECORDED IN PLAT BOOK 2, PAGE 27, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27, SOUTH AND WEST OF SCHOFIELD ROAD IN SECTION 21 TOWNSHIP 23 SOUTH, RANGE 26 EAST.

TOGETHER WITH:

A PORTION OF THE NORTH 1/2 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA, LYING EAST OF US HIGHWAY 27 AND WEST OF SCHOFIELD ROAD.

SAID LANDS TOGETHER BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 28; THENCE S89°14'48"W ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 OF SAID PUBLIC RECORDS OF LAKE COUNTY AND THE POINT OF BEGINNING; THENCE S00°01'04"E ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 931.19 FEET; THENCE DEPARTING SAID WEST RIGHT OF WAY LINE RUN N89°42'25"W, A DISTANCE OF 1580.58 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 690.00 FEET, A CENTRAL ANGLE OF 37°01'49", A CHORD BEARING OF N71°09'08"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.95 FEET TO A POINT OF TANGENCY; THENCE N52°38'14"W, A DISTANCE OF 141.27 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 37°11'05", A CHORD BEARING OF N71°13'47"W AND A CHORD DISTANCE OF 133.91 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 136.29 FEET TO A POINT OF TANGENCY; THENCE N89°49'20"W, A DISTANCE OF 402.76 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 122°26'41", A CHORD BEARING OF N89°57'14"W AND A CHORD DISTANCE OF 157.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 192.34 FEET TO A POINT OF NON TANGENCY; THENCE N90°00'00"W, A DISTANCE OF 401.32 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 210.00 FEET, A CENTRAL ANGLE OF 36°34'07", A CHORD BEARING OF S71°42'56"W AND A CHORD DISTANCE OF 131.77 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 134.03 FEET TO A POINT OF TANGENCY; THENCE S53°25'53"W, A DISTANCE OF 138.26 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.81 FEET, A CENTRAL ANGLE OF 36°26'20", A CHORD BEARING OF S71°56'47"W AND A CHORD DISTANCE OF 438.22 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 445.70 FEET TO A POINT OF TANGENCY; THENCE N89°50'03"W, A DISTANCE OF 309.89 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF US HIGHWAY 27 ALSO KNOWN AS STATE ROAD 25 (VARIABLE RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP FP NO. 238422 1 DATED NOVEMBER 8, 2005); THENCE RUN ALONG SAID EASTERLY RIGHT OF WAY LINE THE FOLLOWING TEN (10) COURSE AND DISTANCES; N01°26'21"E, A DISTANCE OF 243.71 FEET; THENCE S88°33'39"E, A DISTANCE OF 172.00 FEET; THENCE N01°26'21"E, A DISTANCE OF 130.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 5426.57 FEET, A CENTRAL ANGLE OF 03°25'59", A CHORD BEARING OF N03°09'20"E AND A CHORD DISTANCE OF 325.11 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 325.16 FEET TO THE END OF SAID CURVE; THENCE N89°59'56"W, A DISTANCE OF 172.60 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5598.79 FEET, A CENTRAL ANGLE OF 10°19'04", A CHORD BEARING OF N09°52'52"E AND A CHORD DISTANCE OF 1006.87 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1008.24 FEET TO THE END OF SAID CURVE; THENCE S74°57'37"E, A DISTANCE OF 10.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5588.79 FEET, A CENTRAL ANGLE OF 05°31'44", A CHORD BEARING OF N17°48'16"E AND A CHORD DISTANCE OF 539.10 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 539.31 FEET TO THE END OF SAID CURVE; THENCE S69°25'52"E, A DISTANCE OF 9.78 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 5579.01 FEET, A CENTRAL ANGLE OF 02°25'19", A CHORD BEARING OF N21°46'48"E AND A CHORD DISTANCE OF 235.82 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 235.84 FEET TO THE END OF SAID CURVE; THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE RUN S67°38'24"E, A DISTANCE OF 469.15 FEET; THENCE S89°50'54"E, A DISTANCE OF 664.70 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 120°00'00", A CHORD BEARING OF S89°52'26"E AND A CHORD DISTANCE OF 155.88 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.50 FEET TO THE END OF SAID CURVE; THENCE S89°54'20"E, A DISTANCE OF 724.09 FEET; THENCE N00°06'56"E, A DISTANCE OF 771.53 FEET; THENCE S89°53'03"E, A DISTANCE OF 337.15 FEET; THENCE N00°13'39"W, A DISTANCE OF 581.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE N89°30'42"E ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1391.56 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THE AFORESAID SCHOFIELD ROAD; THENCE S00°23'52"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 2664.18 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT:

NORTH BRADSHAW ROAD, AN EXISTING 20.00 FOOT WIDE COUNTY MAINTAINED AND GRADED DIRT ROADWAY LYING IN THE EASTERLY PORTION OF THE SOUTHWEST 1/4 OF SECTION 21, TOWNSHIP 23 SOUTH, RANGE 26 EAST AND THE NORTHWEST 1/4 OF SECTION 28, TOWNSHIP 23 SOUTH, RANGE 26 EAST LYING WITHIN THE BOUNDS OF THE PREVIOUSLY DESCRIBED PARCEL.

CONTAINING: 247.02 ACRES MORE OR LESS.

FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OLYMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

2

OF 3

SURVEY NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM WEST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S00°18'09"E ALONG THE WEST RIGHT OF WAY LINE OF SCHOFIELD ROAD PER DEED BOOK 225, PAGE 510 PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.
2. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) MAP NO. 12069C0675E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "X" AND "A" AND PARTIALLY LIES WITHIN A FLOOD HAZARD AREA.
3. THIS SURVEY WAS PREPARED WITH THE BENEFIT OF A TITLE COMMITMENT PREPARED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, ORDER NO. 6741948, DATED DECEMBER 18, 2017.
3. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
4. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, ADJOINERS OR OTHER INSTRUMENTS OF RECORD BY THIS FIRM.
5. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION.
6. WETLAND AREAS SHOWN HEREON WERE IS PER FIELD LOCATED WETLAND FLAGS PER CARTER ENVIRONMENTAL SERVICES, INC, FLAGGED ON 02/20/2018.
7. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON. (SUBURBAN) 1 FOOT IN 7,500 FEET.
8. THE NORTH RIGHT OF WAY LINE OF SCHOFIELD ROAD AS SHOWN HEREON IS PER THE LAKE COUNTY PROPERTY APPRAISER WEBSITE, NO PUBLIC RECORDINGS WERE PROVIDED TO THIS FIRM FOR THE PORTION OF THE MAINTAINED ROADWAY BY LAKE COUNTY, FLORIDA.
9. THAT PORTION OF SCHOFIELD ROAD (DIRT ROAD) LYING IN SECTIONS 21 AND 28 PARTIALLY LIES OUTSIDE OF THE DEDICATED RIGHT OF WAY AND ENCROACHES WITHIN THE SUBJECT PARCEL AS SHOWN. ACCORDING TO LAKE COUNTY RIGHT OF WAY DEPARTMENT SAID GRADED ROAD IS MAINTAINED BY OSCEOLA COUNTY.
10. NORTH BRADSHAW ROAD SHOWN HEREON IS A 20.00 FOOT WIDE GRADED DIRT ROAD MAINTAINED BY LAKE COUNTY, FLORIDA. LAKE RIGHT OF WAY DEPARTMENT DOES NOT HAVE ANY PUBLIC DEDICATION RECORDINGS FOR THIS ROADWAY AND IT APPEARS THAT THE INTENT OF SAID ROADWAY TO RESIDE WITHIN THE UN-NAMED PLATTED RIGHT OF WAY SHOWN ON THE PLAT OF MONTE CRISTO AS REFERENCED HEREON.

FROM BOUNDARY SURVEY PROVIDED BY DEWBERRY

OLYMPUS

COMMUNITY DEVELOPMENT DISTRICT

SHEET

3

OF 3

EXHIBIT D

PERMIT STATUS

PERMIT STATUS

	<i>PERMIT TYPE</i>	<i>PHASE 1</i>	<i>PHASE 2</i>
City of Clermont	Annexation	5/14/19	5/14/19
	PUD Rezoning	5/14/19	5/14/19
	Site Development & Construction Plans		
	Utility Plan Approval		
	Final Plat Approval		
Lake County	Utility Plan Approval		
FDOT	Access Permit		
	Drainage Permit		
	Utility Permit		
FDEP	Water Dist. System Permit		
	Wastewater Dist. System Permit		
SJRWMD	Env. Resource Permit		
ACOE	Nationwide Permit		
	US Fish & Wildlife Permit		

EXHIBIT E

ESTIMATED COST OF CONSTRUCTION

EXHIBIT E
OLYMPUS COMMUNITY DEVELOPMENT DISTRICT
ESTIMATED COSTS OF CONSTRUCTION

ONSITE IMPROVEMENTS:	Phase I	Phase II	Total
<u>Roads (Sidewalks, Street signs, Curb, Drainage, Paving):</u>			
Road A	\$1,056,682	\$1,962,409	\$3,019,091
Road B	\$1,363,636	\$0	\$1,363,636
Road C	\$0	\$1,568,181	\$1,568,181
Road D	\$1,768,636	\$0	\$1,768,636
Retaining Walls	\$300,000	\$100,000	\$400,000
Drainage Systems	\$534,010	\$356,006	\$890,016
SUBTOTAL	\$5,022,963	\$3,986,597	\$9,009,560
Survey/Monumentation, Engineering, Certification, Architecture	\$727,756	\$478,391	\$1,206,147
Contingency	\$376,722	\$298,995	\$675,717
ROADWAYS TOTAL (WITH SOFT COST & CONTINGENCY)	\$6,127,441	\$4,763,983	\$10,891,424
<u>Trail System:</u>			
Public Trail	\$750,000	\$0	\$750,000
Athlete Trail	\$0	\$900,000	\$900,000
SUBTOTAL	\$750,000	\$900,000	\$1,650,000
<u>Utility Installation:</u>			
Onsite Water & Sewer	\$258,062	\$200,638	\$458,700
Lift Stations	\$0	\$1,200,000	\$1,200,000
Electric (Pads/Conduit/Boxes) & Seimens Design Work	\$315,000	\$0	\$315,000
Reclaimed	\$92,828	\$72,172	\$165,000
SUBTOTAL	\$665,889	\$1,472,811	\$2,138,700
<u>Hardscape & Landscape:</u>			
Entries Monuments & Landscaping	\$750,000	\$750,000	\$1,500,000
Wayfinding/Signage	\$300,000	\$300,000	\$600,000
Champions Plaza	\$0	\$300,000	\$300,000
Athlete Center Plaza	\$0	\$100,000	\$100,000
SUBTOTAL	\$1,050,000	\$1,450,000	\$2,500,000
Site Grading & Earthwork	\$1,500,000	\$1,500,000	\$3,000,000
Master Stormwater Management Facilities	\$250,000	\$0	\$250,000
TOTAL ESTIMATED ONSITE IMPROVEMENTS	\$10,343,331	\$10,086,793	\$20,430,124

OFFSITE IMPROVEMENTS:Utility Installation:

Water and Sewer Extensions	\$2,400,000	\$0	\$2,400,000
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Hardscape:

Lake Pedestrian Bridge	\$0	\$1,190,000	\$1,190,000
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SUBTOTAL	\$0	\$1,190,000	\$1,190,000
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Roads:

Offsite Roadway Impacts	\$2,125,000	\$4,500,000	\$6,625,000
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Other Offsite Road Improvements	\$500,000	\$0	\$500,000
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Signalization	\$0	\$300,000	\$300,000
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SUBTOTAL	\$2,625,000	\$4,800,000	\$7,425,000
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TOTAL ESTIMATED OFFSITE IMPROVEMENTS	\$5,025,000	\$5,990,000	\$11,015,000
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TOTAL ESTIMATED DISTRICT IMPROVEMENTS	\$15,368,331	\$16,076,793	\$31,445,124
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**Olympus
Community Development District**

**Resolution 2020-26,
Bond Resolution**

RESOLUTION 2020-26

A RESOLUTION OF OLYMPUS COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$50,000,000 AGGREGATE PRINCIPAL AMOUNT OF OLYMPUS COMMUNITY DEVELOPMENT DISTRICT BONDS, IN ONE OR MORE SERIES, FOR THE PURPOSE OF FINANCING THE CONSTRUCTION AND/OR ACQUISITION BY THE DISTRICT OF THE PUBLIC IMPROVEMENTS AND COMMUNITY FACILITIES PERMITTED BY THE PROVISIONS OF CHAPTER 190, FLORIDA STATUTES, AS AMENDED, AND THE ORDINANCE CREATING THE DISTRICT; APPROVING A FORM OF A MASTER TRUST INDENTURE; APPROVING AND APPOINTING A TRUSTEE; AUTHORIZING THE COMMENCEMENT OF VALIDATION PROCEEDINGS RELATING TO THE FOREGOING BONDS; AUTHORIZING AND APPROVING OTHER MATTERS RELATING TO THE FOREGOING BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Olympus Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), created by Ordinance No. 2019-48 of the City Council of the City of Clermont, Florida (the "City"), enacted on December 10, 2019;

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, design, acquisition and/or construction of certain improvements pursuant to the Act (collectively, the "Project");

WHEREAS, the District desires to authorize the issuance of not to exceed \$50,000,000 aggregate principal amount of its Olympus Community Development District Bonds, Series to be designated, in one or more series (collectively, the "Bonds"), in order to pay all or a portion of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the improvements on District lands;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically pursuant to Sections 190.011(9), 190.011(14), 190.016(1), 190.016(2), 190.016(8), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds;

WHEREAS, the District desires to appoint a trustee for the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), Florida Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Olympus Community Development District, as follows:

Section 1. Definitions. Undefined capitalized terms used herein shall have the meanings assigned thereto in the Master Trust Indenture (the "Master Indenture"), 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 \$50,000,000 aggregate principal amount of the Bonds (excluding any Refunding Bonds issued as provided in the Master Indenture) in one or more series to pay all or a portion of the Costs of the Project. Pursuant to Section 190.016(1), the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 3. Certain Details of the Bonds. The Bonds, and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District, of the City, of Lake County, Florida (the "County") or of the State of Florida (the "State"), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County, or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

(i) be issued in one or more series and may be delivered in payment of the purchase price 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), 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 Master Indenture) issued may not exceed \$50,000,000;

(ii) be issued in fully registered form in such principal denominations of \$5,000 or any integral multiple thereof, except as otherwise provided in a trust indenture supplemental to the Master Indenture and relating to a particular Series of Bonds (each a "Supplemental Indenture" and, together with the Master Indenture, each a "Series Indenture"), and shall be initially sold in minimum increments of \$100,000 if such Series of Bonds does not bear an investment grade rating by a nationally recognized rating agency;

(iii) be secured and payable from the Special Assessments (as defined in the form of Indenture hereinafter referred to), as provided in the Series 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 a Series of Bonds;

(v) be payable in not more than the maximum number of annual installments allowed by State law; and

(vi) be dated as provided in a resolution adopted by the District prior to the issuance and delivery of a Series of Bonds.

The final maturity date or dates of a Series of 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 Series Indenture, or by one or more resolutions of the District to be adopted prior to the delivery of a Series of 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 a Series Indenture.

Prior to the issuance and delivery of any Series of Bonds, to the extent applicable to such Series of Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings, the adoption of resolutions and the establishment of all necessary collection proceedings, in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, Florida Statutes, as the same may be amended from time to time, or any successor statutes thereto.

Section 4. Designation of Attesting Members. The Chairman and Secretary of the Board of Supervisors (the "Board") of the District, or in the case of the Chairman's and Secretary's absence or inability to act, the Vice Chairman or any Assistant Secretary and members of the Board (each individually a "Designated Member"), are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Designated Member of the Board as they appear on the Bonds, the Series Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 5. Authorization of Execution and Delivery of Master Trust Indenture. The District does hereby authorize and approve the execution and delivery by the Chairman and any Designated Member of the Master Indenture for the Bonds, between the District and the trustee appointed pursuant to Section 7 of this Resolution (the "Trustee"). The Master Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Master Indenture shall be in substantially the form attached hereto and marked **Exhibit "A"** and is hereby approved, with such changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairman or such other Designated Member executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes therein from the form of Indenture attached hereto.

Section 6. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be issued in one or more Series and may be delivered upon receipt of the purchase price therefor, for the purpose of financing or refinancing 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 90 percent of the par value thereof, together with accrued interest thereon, unless otherwise permitted by the Act.

Section 7. Appointment of Trustee. The District hereby appoints U.S. Bank National Association as Trustee under the Master Indenture. The Trustee shall also serve as the Paying Agent, Registrar and Authenticating Agent under the Master 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 Florida, in and for Lake County, Florida, for validation of the Bonds and the proceedings incident thereto for the Bonds and for the Special Assessments to the extent required by and in accordance with Section 190.016(12), Florida Statutes. The 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 Assessment Consultant or 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, the Master 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.

PASSED in Public Session of the Board of Supervisors of the Olympus Community Development District, this 1st day of May, 2020.

[SEAL]

**OLYMPUS COMMUNITY DEVELOPMENT
DISTRICT**

ATTEST:

Secretary/ Assistant Secretary, Board of
Supervisors

Chairman, Board of Supervisors

EXHIBIT A
FORM OF MASTER TRUST INDENTURE

MASTER TRUST INDENTURE

OLYMPUS COMMUNITY DEVELOPMENT DISTRICT

TO

U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

DATED AS OF MAY 1, 2020

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**EXHIBIT A
FORM OF REQUISITION**

MASTER TRUST INDENTURE

THIS MASTER TRUST INDENTURE is dated as of _____ 1, 2020, by and between **OLYMPUS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the "District"), and **U.S. BANK NATIONAL ASSOCIATION**, as trustee (the "Trustee"), a national banking association and having the authority to exercise corporate trust powers, with its designated corporate trust office located at 500 West Cypress Creek Road, Suite 460, Fort Lauderdale, Florida 33309, Attention: Corporate Trust Department.

WHEREAS, the District is a community development district duly organized and existing under the provisions of Chapter 190, Florida Statutes, as amended (the "Act"), for the purpose, among other things, of financing and managing the acquisition, construction, installation, maintenance, and operation of the major infrastructure within and without the boundaries of the District; and

WHEREAS, the District has the power and authority under the Act to issue special assessment bonds and revenue bonds and to use the proceeds thereof to finance the cost of acquiring and constructing assessable improvements (as defined in the Act) and, by virtue of Section 190.022 of the Act, to levy and collect special assessments therefor as provided in Chapter 170, Florida Statutes, as amended, and to levy and collect user charges and fees therefor as provided in Section 190.011, Florida Statutes, as amended; and

WHEREAS, the District has the power and authority under and by virtue of Section 190.021 of the Act to levy and collect Benefit Special Assessments (hereinafter defined); and

WHEREAS, the District has found and determined and does hereby find and determine, that acquisition and construction of the Series Projects (hereinafter defined) is and will be necessary and desirable in serving the District's goal of properly managing the acquisition, construction, installation and operation of portions of the infrastructure within and without the boundaries of the District, all of which is located in the City of Clermont, Florida, Lake County, Florida; and

WHEREAS, the execution and delivery of the Bonds and of this Master Indenture have been duly authorized by the Governing Body of the District and all things necessary to make the Bonds, when executed by the District and authenticated by the Trustee, valid and binding legal obligations of the District and to make this Master Indenture a valid and binding agreement and a valid and binding lien on the Trust Estate (hereinafter defined) have been done;

NOW, THEREFORE, THIS MASTER TRUST INDENTURE WITNESSETH:

GRANTING CLAUSES

That the District, in consideration of the premises and acceptance by the Trustee of the trusts hereby created and the purchase and acceptance of the Bonds (hereinafter defined) by the

Owners (hereinafter defined), and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Bonds of a Series (hereinafter defined) issued hereunder according to their tenor and effect and to secure the performance and observance by the District of all of the covenants expressed or implied herein, in the Supplemental Indenture authorizing the issuance of such Series of Bonds and in the Bonds of such Series, does hereby assign and grant a security interest in the following (herein called the "Trust Estate") to the Trustee and its successors in trust, and assigns forever, for the securing of the performance of the obligations of the District herein set forth: (i) the Pledged Revenues (hereinafter defined) and Pledged Funds (hereinafter defined); and (ii) any and all property of every kind or description which may from time to time hereafter be sold, transferred, conveyed, assigned, hypothecated, endorsed, deposited, pledged, granted or delivered to, or deposited with, the Trustee as security for any Series of Bonds issued pursuant to this Master Indenture by the District or anyone on its behalf or with its consent, or which pursuant to any of the provisions hereof or of the Supplemental Indenture securing such Series of Bonds may come into the possession or control of the Trustee or of a lawfully appointed receiver, as such additional security, and the Trustee is hereby authorized to receive any and all such property as and for security for the payment of such Series of Bonds and the interest and premium, if any, thereon, and to hold and apply all such property subject to the terms hereof, it being expressly understood and agreed that except as otherwise provided herein or in a Supplemental Indenture the Trust Estate established and held hereunder for Bonds of a Series shall be held separate and in trust solely for the benefit of the Owners of the Bonds of such Series and for no other Series;

TO HAVE AND TO HOLD the Trust Estate, whether now owned or held or hereafter acquired, forever;

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth (a) for the equal and proportionate benefit and security of all present and future Owners of the Bonds of a Series, without preference of any Bond of such Series over any other Bond of such Series, (b) for enforcement of the payment of the Bonds of a Series, in accordance with their terms and the terms of this Master Indenture and the Supplemental Indenture authorizing the issuance of such Series of Bonds, and all other sums payable hereunder, under the Supplemental Indenture authorizing such Series of Bonds or on the Bonds of such Series, and (c) for the enforcement of and compliance with the obligations, covenants and conditions of this Master Indenture except as otherwise expressly provided herein, as if all the Bonds at any time Outstanding (hereinafter defined) had been authenticated, executed and delivered simultaneously with the execution and delivery of this Master Indenture, all as herein set forth.

IT IS HEREBY COVENANTED, DECLARED AND AGREED (a) that this Master Indenture creates a continuing lien equally and ratably to secure the payment in full of the principal of, premium, if any, and interest on all Bonds of a Series which may from time to time be Outstanding hereunder, except as otherwise expressly provided herein, (b) that the Trust Estate shall immediately be subject to the lien of this pledge and assignment without any physical delivery thereof or further act, (c) that the lien of this pledge and assignment shall be a first lien

and shall be valid and binding against all parties having any claims of any kind in tort, contract or otherwise against the District, irrespective of whether such parties have notice thereof, and (d) that the Bonds of a Series are to be issued, authenticated and delivered, and that the Trust Estate is to be held, dealt with, and disposed of by the Trustee, upon and subject to the terms, covenants, conditions, uses, agreements and trusts set forth in this Master Indenture and the District covenants and agrees with the Trustee, for the equal and proportionate benefit of the respective Owners from time to time of the Bonds of each respective Series, as follows:

ARTICLE I DEFINITIONS

Section 101. Meaning of Words and Terms. The following words and terms used in this Master Indenture shall have the following meanings, unless some other meaning is plainly intended:

"Accountant" shall mean the independent certified public accountant or independent certified public accounting firm retained by the District to perform the duties of the Accountant under this Master Indenture.

"Accountant's Certificate" shall mean an opinion signed by an independent certified public accountant or firm of certified public accountants (which may be the Accountants) from time to time selected by the District.

"Accounts" shall mean all accounts created pursuant to Section 502 hereof except amounts on deposit in the Series Rebate Account within the Rebate Fund.

"Accreted Value" shall mean, as of the date of computation with respect to any Capital Appreciation Bonds, an amount (truncated to three (3) decimal places) equal to the original principal amount of such Capital Appreciation Bonds at the date of issuance plus the interest accrued on such Bonds from the date of original issuance of such Capital Appreciation Bonds to the date of computation, such interest to accrue at the rate of interest per annum of the Capital Appreciation Bonds (or in accordance with a table of compound accreted values set forth in such Capital Appreciation Bonds), compounded semi-annually on each Interest Payment Date; provided, however, that if the date with respect to which any such computation is made is not an Interest Payment Date, the Accreted Value of any Bond as of such date shall be the amount determined by compounding the Accreted Value of such Bond as of the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance) at the rate of interest per annum of the Capital Appreciation Bonds for the partial semi-annual compounding period determined by dividing (x) the number of days elapsed (determined on the basis of a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months) from the immediately preceding Interest Payment Date (or the date of original issuance if the date of computation is prior to the first Interest Payment Date succeeding the date of original issuance), by (y) one hundred eighty (180). A table of Accreted Values for the Capital Appreciation Bonds

shall be incorporated in a Supplemental Indenture executed by the District upon issuance of any Capital Appreciation Bonds.

"Acquisition and Construction Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Act" shall mean Chapter 190, Florida Statutes, as amended from time to time.

"Additional Bonds" shall mean Bonds of a Series authenticated and delivered pursuant to the terms of a Supplemental Indenture providing for the issuance of pari passu Additional Bonds of such Series.

"Additional Series Project" shall mean the acquisition and/or construction of any additions, extensions, improvements and betterments to and reconstructions of a Series Project to be financed, in whole or in part, from the proceeds of any Subordinate Debt.

"Amortization Installments" shall mean the moneys required to be deposited in a Series Redemption Account within the Debt Service Fund for the purpose of redeeming and paying when due any Term Bonds, the specific amounts and dates of such deposits to be set forth in a Supplemental Indenture.

"Assessments" shall mean all assessments levied and collected by or on behalf of the District pursuant to Section 190.022 of the Act as amended from time to time, together with the interest specified by resolution adopted by the Governing Body, the interest specified in Chapter 170, Florida Statutes, as amended, if any such interest is collected by or on behalf of the Governing Body, and any applicable penalties collected by or on behalf of the District, together with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Delinquent Assessments and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Assessments shall not include Operation and Maintenance Assessments.

"Authorized Denomination" shall, except as provided in any Supplemental Indenture relating to a Series of Bonds, mean the denomination of \$5,000 or any integral multiple thereof.

"Authorized Officer" shall mean any person authorized by the District in writing directed to the Trustee to perform the act or sign the document in question.

"Beneficial Owners" shall have the meaning given such term by the Depository Trust Company so long as it is the registered Owner through its nominee Cede & Co of the Bonds as to which such reference is made to enable such Bonds to be held in book-entry only form, and, shall otherwise mean the registered Owner on the registration books of the District maintained by the Bond Registrar.

"Benefit Special Assessments" shall mean benefit special assessments levied and collected in accordance with Section 190.021(2), Florida Statutes, as amended from time to time, together

with any and all amounts received by the District from the sale of tax certificates or otherwise from the collection of Benefit Special Assessments which are not paid in full when due and which are referred to as such and pledged to a Series of Bonds pursuant to the Supplemental Indenture authorizing the issuance of such Series of Bonds. Benefit Special Assessments shall not include Operation and Maintenance Assessments.

"Bond Anticipation Notes" shall mean bond anticipation notes issued pursuant to a Supplemental Indenture in anticipation of the sale of an authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series of Bonds.

"Bond Counsel" shall mean an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds selected by the District.

"Bond Registrar" or *"Registrar"* shall mean the bank or trust company designated as such by Supplemental Indenture with respect to a Series of Bonds for the purpose of maintaining the registry of the District reflecting the names, addresses, and other identifying information of Owners of Bonds of such Series.

"Bond Year" shall mean, unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, the period commencing on the first day of May in each year and ending on the last day of April of the following year.

"Bonds" shall mean the Outstanding Bonds of all Series.

"Business Day" shall mean any day excluding Saturday, Sunday or any other day on which banks in the cities in which the designated corporate trust office of the Trustee or the Paying Agent are located are authorized or required by law or other governmental action to close and on which the Trustee or Paying Agent, or both, is closed.

"Capital Appreciation Bonds" shall mean Bonds issued under this Master Indenture and any Supplemental Indenture as to which interest is compounded periodically on each of the applicable periodic dates designated for compounding and payable in an amount equal to the then-current Accreted Value only at the maturity or earlier redemption thereof, all as so designated in a Supplemental Indenture of the District providing for the issuance thereof.

"Capitalized Interest" shall mean, with respect to the interest due or to be due on a Series of Bonds prior to, during and for a period not exceeding one year after the completion of a Series Project to be funded by such Series, all or part of such interest which will be paid, or is expected to be paid, from the proceeds of such Series.

"Capitalized Interest Account" shall mean any Capitalized Interest Account to be established within a Series Debt Service Account by Supplemental Indenture with respect to any Series of Bonds issued under this Master Indenture, as authorized pursuant to this Master Indenture.

"Chairman" shall mean the Chair of the Governing Body of the District or his or her designee or the person succeeding to his or her principal functions.

"Code" shall mean the Internal Revenue Code of 1986, as amended, or any successor provisions thereto and the regulations promulgated thereunder or under the Internal Revenue Code of 1954, as amended, if applicable, or any successor provisions thereto.

"Completion Bonds" shall mean Bonds issued pursuant to a Supplemental Indenture ranking on a parity with the Series of Bonds issued under such Supplemental Indenture, the proceeds of which are to be used to complete the Series Project.

"Connection Fees" shall mean all fees and charges assessed by the District to users for the actual costs of connecting to a utility system of the District.

"Consulting Engineer" shall mean the independent engineer or engineering firm or corporation employed by the District in connection with any Series Project to perform and carry out the duties of the Consulting Engineer under this Master Indenture or any Supplemental Indenture.

"Cost" as applied to a Series Project or Additional Series Project, shall include the cost of acquisition and construction thereof and all obligations and expenses relating thereto including, but not limited to, those items of cost which are set forth in Section 403 hereof, to the extent such costs are consistent with the definition set forth in Section 190.003(8), Florida Statutes, and other applicable law.

"Credit Facility" or "Liquidity Facility" shall mean a letter of credit, a municipal bond insurance policy, a surety bond or other similar agreement issued by a banking institution or other entity satisfactory to the District and providing for the payment of the principal of, interest on or purchase price of a Series of Bonds or any alternate or substitute Credit Facility or Liquidity Facility if then in effect.

"Current Interest Bonds" shall mean Bonds of a Series the interest on which is payable at least annually.

"Date of Completion" with respect to a Series Project or Additional Series Project shall mean: (i) the date upon which such Project and all components thereof have been acquired or constructed and are capable of performing the functions for which they were intended, as evidenced by a certificate of the Consulting Engineer filed with the Trustee and the District; or (ii) the date on which the District determines, upon the recommendation of or in consultation with the Consulting Engineer, that it cannot complete such Project in a sound and economical manner within a reasonable period of time as evidenced by a certificate of the Consulting Engineer of the District filed with the Trustee and the District; provided that in each case such certificate of the Consulting Engineer shall set forth the amount of all Costs of such Project which has theretofore been incurred, but which on the Date of Completion is or will be unpaid or unreimbursed.

"Debt Service" shall mean collectively the principal (including Amortization Installments), interest, and redemption premium, if any, payable with respect to the Bonds.

"Debt Service Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Delinquent Assessments" shall mean, collectively, any and all installments of any Assessments which are not paid when due, including any applicable grace period under State law or District proceedings.

"Depository" shall mean any bank or trust company duly authorized by law to engage in the banking business and designated by the District as a depository of moneys subject to the provisions of this Master Indenture.

"Direct Billed" shall mean Assessments or Operation and Maintenance Assessments, as applicable within the context in which such reference is made, which are billed directly by the District rather than collected on the tax bill using the Uniform Method.

"District" shall mean the Olympus Community Development District, a community development district established pursuant to the Act or any successor thereto which succeeds to the obligations of the District hereunder.

"Engineer's Certificate" shall mean a certificate of the Consulting Engineer or of such other engineer or firm of engineers having a favorable repute for skill and experience in the engineering matters with respect to which such certification is required by this Master Indenture.

"Federal Securities" shall mean, to the extent permitted by law for investment as contemplated in this Master Indenture and any Supplemental Indenture, (i) Government Obligations, (ii) any Tax Exempt Obligations which are fully secured as to principal and interest by an irrevocable pledge of Government Obligations, which Government Obligations are segregated in trust and pledged for the benefit of the holders of the Tax Exempt Obligations, (iii) certificates of ownership of the principal or interest of Government Obligations, which Government Obligations are held in trust and (iv) investment agreements at least 100% collateralized by obligations described in clauses (i), (ii) or (iii) above.

"Fiscal Year" shall mean the fiscal year of the District in effect from time to time, which shall initially mean the period commencing on the first day of October of any year and ending on the last day of September of the following year.

"Funds" shall mean all funds, except the Rebate Fund, created pursuant to Section 502 hereof.

"Governing Body" shall mean the Board of Supervisors of the District.

"Government Obligations" shall mean direct obligations of, or obligations the payment of which is unconditionally guaranteed by, the United States of America.

"Indenture" shall mean this Master Indenture, as amended and supplemented from time to time by a Supplemental Indenture or indentures, and shall mean when used with respect to a Series of Bonds issued hereunder, this Master Indenture, as amended and supplemented by the Supplemental Indenture relating to such Series of Bonds.

"Insurer" shall mean the issuer of any municipal bond insurance policy insuring the timely payment of the principal of and interest on Bonds or any Series of Bonds.

"Interest Payment Date" shall mean the dates specified in a Supplemental Indenture with respect to a Series of Bonds upon which the principal of and/or interest on Bonds of such Series shall be due and payable in each Bond Year.

"Investment Obligations" shall mean and include, except as otherwise provided in the Supplemental Indenture providing for the authorization of Bond Anticipation Notes or Bonds, mean and includes any of the following securities, if and to the extent that such securities are legal investments for funds of the District:

- (i) Government Obligations;
- (ii) Bonds, debentures, notes or other evidences of indebtedness issued by any of the following agencies or such other government-sponsored agencies which may presently exist or be hereafter created; provided that, such bonds, debentures, notes or other evidences of indebtedness are fully guaranteed as to both principal and interest by the United States of America; Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Financing Bank; Federal Home Loan Bank System; Export-Import Bank of the United States; Farmers Home Administration; Small Business Administration; Inter-American Development Bank; International Bank for Reconstruction and Development; Federal Land Banks; the Federal National Mortgage Association; the Government National Mortgage Association; the Tennessee Valley Authority; or the Washington Metropolitan Area Transit Authority;
- (iii) Direct and general obligations of any state of the United States, to the payment of the principal of and interest on which the full faith and credit of such state is pledged, if at the time of their purchase such obligations are rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;
- (iv) Negotiable or non-negotiable certificates of deposit, time deposits or other similar banking arrangements issued by any bank or trust company, including the Trustee, or any federal savings and loan association, the deposits of which are insured by the Federal Deposit Insurance Corporation (including the FDIC's Savings Association Insurance Fund), which securities, to the extent that the principal thereof exceeds the maximum amount insurable by the Federal Deposit Insurance Corporation and, therefore, are not so insured, shall be fully secured to the extent permitted by law as to principal and interest by the securities listed in subsection (i), (ii) or (iii)

above; provided, however, that with respect to securities used to secure securities hereunder, in addition to direct and general obligations of any political subdivision or instrumentality of any such state, to the payment of the principal of and interest on which the full faith and credit of such subdivision or instrumentality is pledged if such obligations are initially rated in one of the three highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(v) Bank or broker repurchase agreements fully secured by securities specified in (i) or (ii) above, which may include repurchase agreements with the commercial banking department of the Trustee, provided that such securities are deposited with the Trustee, with a Federal Reserve Bank or with a bank or trust company (other than the seller of such securities) having a combined capital and surplus of not less than \$100,000,000;

(vi) A promissory note of a bank holding company rated in either of the two highest rating categories without regard to gradations within any such categories by either S&P or Moody's;

(vii) Any short term government fund or any money market fund whose assets consist of (i), (ii) and (iii) above;

(viii) Commercial paper which at the time of purchase is rated in the highest rating category without regard to gradations with such category by either S&P or Moody's;

(ix) (A) Certificates evidencing a direct ownership interest in non-callable Government Obligations or in future interest or principal payments thereon held in a custody account by a custodian satisfactory to the Trustee, and (B) obligations of any state of the United States of America or any political subdivision, public instrumentality or public authority of any such state which are not subject to redemption prior to the date on which the proceeds attributable to the principal of such obligations are to be used and which are fully secured by and payable solely from non-callable Government Obligations held pursuant to an escrow agreement; and

(x) The Local Government Surplus Funds Trust Fund as described in Florida Statutes, Section 218.405 or the corresponding provisions of subsequent laws.

Under all circumstances, the Trustee shall be entitled to rely on the direction of an Authorized Officer that any investment directed by the District is permitted under the Indenture and is a legal investment for funds of the District.

"Letter of Credit Agreement" shall mean any financing agreement relating to a Credit Facility for so long as such agreement will be in effect.

"Liquidity Agreement" shall mean any financing agreement relating to a Liquidity Facility for so long as such agreement will be in effect.

"Majority Owners" shall mean the Beneficial Owners of more than fifty percent (50%) of the aggregate principal amount of a Series of Bonds then Outstanding or all of the Bonds then Outstanding, as applicable in the context within which such reference is made.

"Master Indenture" shall mean this Master Trust Indenture, as amended and supplemented from time to time in accordance with the provisions hereof.

"Maturity Amount" shall mean the amount due at maturity with respect to a Capital Appreciation Bond.

"Maximum Annual Debt Service Requirement" shall mean, at any given time of determination, the greatest amount of principal, interest and Amortization Installments coming due in any current or future Bond Year with regard to the Series of Bonds for which such calculation is made; provided, the amount of interest coming due in any Bond Year shall be reduced to the extent moneys derived from the proceeds of Bonds are used to pay interest in such Bond Year.

"Moody's" shall mean Moody's Investors Service, Inc., a corporation organized and existing under the laws of the State of Delaware, its successors and assigns, and, if such corporation is dissolved or liquidated or no longer performs the functions of a securities rating agency, Moody's will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Operation and Maintenance Assessments" shall mean assessments described in Section 190.022(1), Florida Statutes, for the maintenance of District facilities or the operations of the District.

"Option Bonds" shall mean Current Interest Bonds, which may be either Serial or Term Bonds, which by their terms may be tendered by and at the option of the Owner for purchase prior to the stated maturity thereof.

"Outstanding" when used with reference to Bonds, shall mean, as of a particular date, all Bonds theretofore authenticated and delivered under this Master Indenture, except:

(i) Bonds theretofore canceled by the Trustee or delivered to the Trustee for cancellation;

(ii) Bonds (or portions of Bonds) for the payment or redemption of which moneys, equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held in trust under this Master Indenture or Supplemental Indenture with respect to Bonds of any Series and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), provided that if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given or provision satisfactory to the Trustee shall have been made for the giving of such notice as provided in Article III hereof or in the Supplemental Indenture relating to the Bonds of any Series;

(iii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to this Master Indenture and the Supplemental Indenture with respect to Bonds of a Series unless proof satisfactory to the Trustee is presented that any such Bonds are held by a bona fide purchaser in due course; and

(iv) Bonds paid or deemed to have been paid as provided in this Master Indenture or in a Supplemental Indenture with respect to Bonds of a Series, including Bonds with respect to which payment or provision for payment has been made in accordance with Article XII hereof.

In addition, Bonds actually known by the Trustee to be held by or for the District will not be deemed to be Outstanding for the purposes and within the purview of Article IX and Article XI of this Master Indenture.

"Owner" or *"Owners"* shall mean the registered owners from time to time of Bonds.

"Paying Agent" shall mean the bank or trust company designated by Supplemental Indenture with respect to a Series of Bonds as the place where Debt Service shall be payable with respect to such Series of Bonds and which accepts the duties of Paying Agent under this Master Indenture and under such Supplemental Indenture.

"Pledged Funds" shall mean all of the Series Pledged Funds.

"Pledged Revenues" shall mean all of the Series Pledged Revenues.

"Prepayments" shall mean any Assessments or Benefit Special Assessments, or portions thereof, which shall be paid to the District prior to the time such amounts become due. Prepayments shall not include any interest paid on such Assessments.

"Principal and Interest Requirement" shall mean with respect to a Series of Bonds, the respective amounts which are required in each Bond Year to provide:

(i) for paying the interest on all Bonds of such Series then Outstanding which is payable in such Bond Year;

(ii) for paying the principal or Maturity Amount of all Serial Bonds of such Series then Outstanding which is payable in such Bond Year; and

(iii) the Amortization Installments on the Term Bonds of such Series of Bonds, if any, payable in such Bond Year.

"Property Appraiser" shall mean the Property Appraiser of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Rebate Amount" shall mean the amount, if any, required to be rebated to the United States pursuant to Section 148(f) of the Internal Revenue Code of 1986, as amended, and the regulations and rulings thereunder.

"Rebate Analyst" shall mean the person or firm selected by the District to calculate the Rebate Amount, which person or firm shall have recognized expertise in the calculation of the Rebate Amount.

"Rebate Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Record Date" shall mean the fifteenth (15th) day of the calendar month next preceding any Debt Service payment date or, in the case of any proposed redemption of Bonds, the fifth (5th) day next preceding the date of mailing of notice of such redemption, or if either of the foregoing days is not a Business Day, then the Business Day immediately preceding such day.

"Redemption Price" shall mean the principal of, premium, if any, and interest accrued to the date fixed for redemption of any Bond called for redemption pursuant to the provisions thereof, hereof and of the Supplemental Indenture pursuant to which such Bond is issued.

"Refunding Bonds" shall mean Bonds issued pursuant to provisions of this Master Indenture, the proceeds of which are used to refund one or more Series of Outstanding Bonds.

"Reserve Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"Revenue Fund" shall mean the fund so designated in, and created pursuant to, Section 502 hereof.

"S&P" shall mean S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC, a limited liability company organized and existing under the laws of the State of Delaware, its successors and its assigns, and, if such entity is dissolved or liquidated or no longer performs the functions of a securities rating agency, S&P will be deemed to refer to any other nationally recognized securities rating agency designated by the District by written notice to the Trustee.

"Secretary" shall mean the Secretary or any Assistant Secretary to the Governing Body, or his or her designee or the person succeeding to his or her principal functions.

"Serial Bonds" shall mean Bonds (other than Term Bonds) that mature in annual or semi-annual installments.

"Series" shall mean all of the Bonds authenticated and delivered on original issuance of a stipulated aggregate principal amount in a simultaneous transaction under and pursuant to the same Supplemental Indenture and any Bonds thereafter authenticated and delivered in lieu of or in substitution therefor pursuant to this Master Indenture and such Supplemental Indenture regardless of variations in maturity, interest rate or other provisions; provided, however, two or more Series of Bonds may be issued simultaneously under the same Supplemental Indenture if designated as separate Series of Bonds by the District upon original issuance.

"Series Acquisition and Construction Account" shall mean the account within the Acquisition and Construction Fund with respect to each Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Debt Service Account" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"Series Interest Account" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"Series Pledged Funds" shall mean all amounts on deposit from time to time in the Funds and Accounts and designated in the Supplemental Indenture relating to such Series of Bonds as pledged to the payment of such Series of Bonds; provided, however, such term shall not include any amounts on deposit in a Series Rebate Account in the Rebate Fund.

"Series Pledged Revenues" shall mean the revenues designated as such by Supplemental Indenture and which shall constitute the security for and source of payment of a Series of Bonds and may consist of Assessments, Benefit Special Assessments, Connection Fees or other user fees or other revenues or combinations thereof imposed or levied by the District in accordance with the Act.

"Series Principal Account" shall mean the account with respect to a Series of Bonds established within the Debt Service Fund so designated in, and created pursuant to, Section 502 hereof.

"Series Project" or *"Series Projects"* shall mean the acquisition, construction, equipping and/or improvement of capital projects to be located within or without the District for the benefit of the District to be financed with all or a part of the proceeds of a Series of Bonds as shall be described in the Supplemental Indenture authorizing such Series of Bonds.

"Series Rebate Account" shall mean the account in the Rebate Fund with respect to a Series of Bonds so designated in, and created pursuant to, a Supplemental Indenture.

"Series Redemption Account" shall mean the account so designated in, and created pursuant to, Section 502 hereof.

"Series Reserve Account" shall mean the Reserve Account for the Series of Bonds, if any, established in the Reserve Fund by Supplemental Indenture in an amount equal to the Series Reserve Account Requirement for such Series of Bonds.

"Series Reserve Account Requirement" shall mean the amount of money or other security which may be in the form of a reserve fund insurance policy or other security as may be required by the terms of a Supplemental Indenture to be deposited in or credited to a Series Reserve

Account for each Series of Bonds; provided, however, that unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, as of any date of calculation for a particular Series Reserve Account, the "Series Reserve Account Requirement" shall be an amount equal to the lesser of: (A) Maximum Annual Debt Service Requirement for all Outstanding Bonds of such Series, (B) 125% of the average annual debt service for all Outstanding Bonds of such Series, or (C) the aggregate of 10% of the proceeds of the Bonds of such Series calculated as of the date of original issuance thereof. In computing the Series Reserve Account Requirement in respect of any Series of Bonds that constitute Variable Rate Bonds, the interest rate on such Bonds shall be assumed to be the greater of: (1) 110% of the daily average interest rate on such Variable Rate Bonds during the 12 months ending with the month preceding the date of calculation, or such shorter period of time that such Series of Bonds shall have been Outstanding, or (2) the actual rate of interest borne by such Variable Rate Bonds on such date of calculation; provided, in no event shall the Series Reserve Account Requirement as adjusted on such date of calculation exceed the lesser of the amounts specified in the immediately preceding sentence. In computing the Series Reserve Account Requirement in accordance with clause (C) of this definition in respect of any Capital Appreciation Bonds, the principal amount of such Bonds shall be the original principal amount thereof, not the Accreted Value. A Supplemental Indenture may provide that the Series Reserve Account Requirement for a Series is zero.

"Series Revenue Account" shall mean the Revenue Account for a Series of Bonds established in the Revenue Fund by Supplemental Indenture for such Series of Bonds.

"Series Trust Estate" shall mean the Trust Estate for a Series of Bonds established by Supplemental Indenture for such Series of Bonds.

"Subordinate Debt" shall mean indebtedness secured hereby or by any Supplemental Indenture which is by its terms expressly subordinate and inferior hereto both in lien and right of payment.

"Supplemental Indenture" shall mean an indenture supplemental hereto authorizing the issuance of a Series of Bonds hereunder and establishing the terms thereof and the security therefor and shall also mean any indenture supplementary hereto entered into for the purpose of amending the terms and provisions hereof with respect to all Bonds in accordance with Article XI hereof.

"Taxable Bonds" shall mean Bonds of a Series which are not Tax Exempt Bonds.

"Tax Collector" shall mean the Tax Collector of Lake County, Florida, or the person succeeding to such officer's principal functions.

"Tax Exempt Bonds" shall mean Bonds of a Series the interest on which, in the opinion of Bond Counsel on the date of original issuance thereof, is excludable from gross income for federal income tax purposes.

"Tax Exempt Obligations" shall mean any bond, note or other obligation issued by any person, the interest on which is excludable from gross income for federal income tax purposes.

"Tax Regulatory Covenants" shall mean the Tax Regulatory Covenants of the District contained in the Supplemental Indenture authorizing the issuance of a Series of Tax Exempt Bonds, setting forth the covenants of the District necessary for the preservation of the excludability of interest thereon from gross income for federal income tax purposes, as such covenants shall be amended from time to time upon written instructions from Bond Counsel.

"Term Bonds" shall mean Bonds that mature on one date and that are subject to mandatory redemption from Amortization Installments or are subject to extraordinary mandatory or mandatory redemption upon receipt of unscheduled Pledged Revenues.

"Time Deposits" shall mean time deposits, certificates of deposit or similar arrangements with any bank or trust company, including the Trustee or an affiliate thereof, which is a member of the Federal Deposit Insurance Corporation and any Federal or State of Florida savings and loan association which is a member of the Federal Deposit Insurance Corporation or its successors and which are secured or insured in the manner required by Florida law.

"Trust Estate" shall have the meaning ascribed to such term in the granting clauses hereof, including, but not limited to, the Pledged Revenues and Pledged Funds.

"Trustee" shall mean U.S. Bank National Association with its designated office in Fort Lauderdale, Florida and any successor trustee appointed or serving pursuant to Article VI hereof.

"Uniform Method" shall mean the uniform method for the levy, collection and enforcement of Special Assessments afforded by Sections 197.3631, 197.3632 and 197.3635, Florida Statutes, or any successor statutes.

"Variable Rate Bonds" shall mean Current Interest Bonds, which may be either Serial Bonds or Term Bonds, issued with a variable, adjustable, convertible or other similar interest rate which is not fixed in percentage for the entire term thereof at the date of issue, which Bonds may also be Option Bonds.

Section 102. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words "Bond," "Owner," "person," "Paying Agent," and "Bond Registrar" shall include the plural as well as the singular number and the word "person" shall mean any individual, corporation partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof. All references to Florida Statutes or other provisions of Florida law shall be deemed to include any and all amendments thereto.

ARTICLE II
FORM, EXECUTION, DELIVERY AND DESIGNATION OF BONDS

Section 201. Issuance of Bonds. For the purpose of providing funds for paying all or part of the Cost of a Series Project, Bonds of a Series, without limitation as to aggregate principal amount, may be issued under this Master Indenture subject to the conditions hereinafter provided in Section 207 of this Article. Debt Service on each Series of Bonds shall be payable solely from the Pledged Revenues and Pledged Funds pledged to such Series of Bonds in the Supplemental Indenture authorizing the issuance of such Series of Bonds and, as may be provided in such Supplemental Indenture, all of the provisions of this Master Indenture shall be for the benefit and security of the present and future Owners of such Series of Bonds so issued, without preference, priority or distinction, as to lien or otherwise, of any one Bond of such Series over any other Bond of such Series. The District may also issue from time to time, Additional Bonds, Completion Bonds and Refunding Bonds of a Series under and pursuant to the terms of the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 202. Details of Bonds. Bonds of a Series shall be in such denominations, numbered consecutively, shall bear interest from their date until their payment at rates not exceeding the maximum rate permitted by law, shall be dated, shall be stated to mature in such year or years in accordance with the Act, and shall be subject to redemption prior to their respective maturities, subject to the limitations hereinafter provided, as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series may be Current Interest Bonds, Variable Rate Bonds, Capital Appreciation Bonds, Option Bonds or any combination thereof and may be secured by a Credit Facility or Liquidity Facility, all as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds. Bonds of a Series (or a part of a Series) may be in book-entry form at the option of the District as shall be provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Debt Service shall be payable in any coin or currency of the United States of America which, at the date of payment thereof, is legal tender for the payment of public and private debts. Interest shall be paid to the registered Owner of Bonds at the close of business on the Record Date for such interest; provided, however, that on or after the occurrence and continuance of an Event of Default under clause (a) of Section 902 hereof, the payment of interest and principal or Redemption Price or Amortization Installments pursuant hereto shall be made by the Paying Agent to such person, who, on a special record date which is fixed by the Trustee, which shall be not more than fifteen (15) and not less than ten (10) days prior to the date of such proposed payment, appears on the registration books of the Bond Registrar as the registered Owner of a Bond. Any payment of principal, Maturity Amount or Redemption Price shall be made only upon presentation of the Bond at the designated corporate trust office of the Paying Agent in Fort Lauderdale, Florida; provided, however, that presentation shall not be required if the Bonds are in book-entry only form. Payment of interest shall be made by check or draft (or by wire transfer to the registered Owner if such Owner requests such method of payment by delivery of written notice to the Paying Agent prior to the Record Date for the respective interest payment to such account as shall be specified in such request, but only if the registered Owner owns not less than

\$1,000,000, or, if less than such amount, all of the Outstanding Bonds of a Series, in aggregate principal amount of the Bonds). Unless otherwise provided in the Supplemental Indenture authorizing a Series of Bonds, interest on a Series of Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Section 203. Execution and Form of Bonds. The Bonds shall be signed by, or bear the facsimile signature of the Chairman, shall be attested and countersigned by the Secretary, and the certificate of authentication appearing on the face of the Bonds shall be signed by, or bear the facsimile signature, of the Trustee; provided, however, that each Bond shall be manually signed by either the Chairman, the Secretary or the Trustee. The official seal of the District shall be imprinted or impressed on the Bonds. In case any officer whose signature or a facsimile of whose signature appears on any Bond shall cease to be such officer before the delivery of such Bond, such signature or such facsimile shall nevertheless be valid for all purposes the same as if he or she had remained in office until such delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the actual time of the execution of such Bond shall be proper officers to execute such Bond although at the date of such Bond such persons may not have been such officers. The Bonds, and the provisions for registration and reconversion to be endorsed on such Bonds, shall be substantially in the form set forth in a Supplemental Indenture. The Trustee may appoint one or more authenticating agents.

Section 204. Negotiability, Registration and Transfer of Bonds. The District shall cause books for the registration and for the transfer of the Bonds as provided in this Master Indenture to be kept by the Bond Registrar. All Bonds shall be registered as to both principal and interest. Any Bond may be transferred only upon an assignment duly executed by the registered owner or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, such transfer to be made on such books and endorsed on the Bond by the Bond Registrar. No charge shall be made to any Owner for registration and transfer as hereinabove provided, but any Owner requesting any such registration or transfer shall pay any tax or other governmental charge required to be paid with respect thereto. The Bond Registrar shall not be required to transfer any Bond during the period between the Record Date and the Interest Payment Date next succeeding the Record Date of such Bond, during the period between the Record Date for the mailing of a notice of redemption and the date of such mailing, nor after such Bond has been selected for redemption. The Bonds shall be and have all the qualities and incidents of negotiable instruments under the laws of the State of Florida, and each successive Owner, in accepting any of the Bonds, shall be conclusively deemed to have agreed that such Bonds shall be and have all of the qualities and incidents of negotiable instruments under the laws of the State of Florida.

Section 205. Ownership of Bonds. The person in whose name any Bond shall be registered shall be deemed the absolute owner thereof for all purposes, and payment of Debt Service shall be made only to or upon the order of the registered owner thereof or his attorney or legal representative as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. The Trustee, the District, the Bond Registrar and the Paying Agent may deem and treat the registered owner

of any Bond as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment thereof and for all other purposes whatsoever, and neither the Trustee, the District, the Bond Registrar nor the Paying Agent shall be affected by any notice to the contrary.

Section 206. Special Obligations. Each Series of Bonds shall be a special and direct obligation of the District. Neither the Bonds nor the interest and premium, if any, payable thereon shall constitute a general obligation or general indebtedness of the District within the meaning of the Constitution and laws of Florida. The Bonds and the interest and premium, if any, payable thereon do not constitute either a pledge of the full faith and credit of the District or a lien upon any property of the District other than as provided herein or in the Supplemental Indenture authorizing the issuance of such Series of Bonds. No Owner or any other person shall ever have the right to compel the exercise of any ad valorem taxing power of the District or any other public authority or governmental body to pay Debt Service or to pay any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds. Rather, Debt Service and any other amounts required to be paid pursuant to this Master Indenture, any Supplemental Indenture, or the Bonds, shall be payable solely from, and shall be secured solely by, the Series Pledged Revenues and the Series Pledged Funds pledged to such Series of Bonds, all as provided herein and in such Supplemental Indenture.

Section 207. Authorization of Bonds. (a) There shall be issued from time to time in Series, under and secured by this Master Indenture, Bonds without limitation as to aggregate principal amount for the purposes of: (i) paying all or part of the Cost of a Series Project or Series Projects or refunding an Outstanding Series of Bonds or any portion thereof; (ii) depositing the Series Reserve Account Requirement to the Series Reserve Account for such Series of Bonds; and (iii) paying the costs and expenses of issuing such Series of Bonds.

(b) Each Series of Bonds, upon initial issuance thereof, shall be executed by the District for delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the District or upon its order, but only upon the further receipt by the Trustee of the following:

- (i) an executed and attested original or certified copy of this Master Indenture;
- (ii) an executed and attested original or certified copy of the Supplemental Indenture fixing the amount of and security for the Series of Bonds authorized to be issued thereby and establishing, among other things, the dates on which, and the amounts in which, such Series of Bonds will mature (provided that the final maturity date of such Series of Bonds shall be not later than permitted by the Act with respect to such Series of Bonds), designating the Paying Agent and Bond Registrar, fixing the Amortization Installments, if any, for the Term Bonds of such Series, awarding the Series of Bonds, specifying the interest rates or the method for calculating such interest rates with respect to such Series of Bonds, specifying the redemption provisions and prices thereupon, specifying other details of such Series of Bonds, and directing the delivery of such Series of Bonds to or upon the order of the initial purchaser thereof upon payment of the purchase price therefor set forth in such Supplemental Indenture;

(iii) an opinion of counsel for the District substantially to the effect that the signer is of the opinion that this Master Indenture and the Supplemental Indenture relating to such Series of Bonds have been duly and validly authorized in accordance with the terms hereof and of the Act, and have been duly approved and adopted, that the issuance of such Series of Bonds has been duly authorized, and that this Master Indenture and the Supplemental Indenture (assuming due authorization, execution and delivery by the Trustee) constitute binding obligations of the District, enforceable against the District in accordance with their terms except as enforcement thereof may be affected by bankruptcy and other similar laws relating to creditor's rights generally and subject to equitable principles, whether in a proceeding at law or in equity and that the Assessments are legal, valid, and binding liens upon the property against which the Assessments are made, coequal with the lien of all State, County and municipal ad valorem taxes and superior in priority to all other liens, titles and claims against said property then existing or thereafter created, until paid;

(iv) an opinion of Bond Counsel for the District substantially to the effect that the signer is of the opinion that the Bonds of such Series are valid, binding and enforceable obligations of the District and, if such Series of Bonds are not Taxable Bonds, that interest thereon is excludable from gross income of the Owners under the income tax laws of the United States in effect on the date such Series of Bonds are delivered to their initial purchasers.

Execution of a Series of Bonds by the District shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the District and payment to the Trustee of the initial purchase price for a Series of Bonds shall be conclusive evidence of satisfaction of the conditions precedent set forth in this Section 207(b) as to the underwriter of such Series of Bonds.

The Trustee shall be provided with reliance letters with respect to the opinions required in paragraphs (iii) and (iv) above. When the documents mentioned in subsections (i) through (iv) above shall have been received, and when the Bonds of such Series shall have been executed and authenticated as required by this Master Indenture, such Series of Bonds shall be delivered to, or upon the order of, the District, but only upon payment to the Trustee of the purchase price of such Series of Bonds, together with accrued interest, if any, thereon as set forth in a certificate of delivery and payment executed by the Chairman or Vice Chairman of the District.

(c) The proceeds (including accrued interest and any premium) of each Series of Bonds shall be applied as soon as practicable upon delivery thereof to the Trustee as follows:

(i) the amount received as accrued interest on the Bonds shall be deposited to the credit of the Series Interest Account and Capitalized Interest, if any, shall be deposited to the credit of the Series Interest Account;

(ii) an amount equal to the Series Reserve Account Requirement or the initial cost of satisfying the Series Reserve Account Requirement if not satisfied by the deposit of cash, shall be deposited to the credit of the Series Reserve Account; and

(iii) the balance shall be deposited and applied as provided for in the Supplemental Indenture authorizing the issuance of such Series of Bonds.

Section 208. Temporary Bonds. Pending delivery of definitive Bonds, there may be executed, authenticated, and delivered to the Owners thereof, in lieu of definitive Bonds and subject to the same limitations and conditions except as to identifying numbers, temporary printed, engraved, lithographed or typewritten Bonds in Authorized Denominations, substantially of the tenor set forth in the Bond form to be set forth in the Supplemental Indenture authorizing such Series of Bonds. The District shall cause definitive Bonds to be prepared and to be executed, endorsed, registered and delivered to the Trustee, and the Trustee, upon presentation to it of any temporary Bond, shall cancel the same or cause the same to be canceled and cause to be authenticated and delivered, in exchange therefor, at the place designated by the Owner, without expense to the Owner, definitive Bonds of the same Series and in the same aggregate principal amount, maturing on the same date and bearing interest or yield to maturity at the same rate as the temporary Bond surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits of this Master Indenture and any Supplemental Indenture as the definitive Bonds to be issued hereunder.

Section 209. Mutilated, Destroyed or Lost Bonds. If any Bonds become mutilated or destroyed or lost, the District may cause to be executed, and the District may cause to be delivered, a new Bond in substitution therefor upon the cancellation of such mutilated Bond or in lieu of and in substitution for such Bond destroyed or lost, and upon payment by the Owner of the reasonable expenses and charges of the District and the Trustee in connection therewith and, in the case of a Bond destroyed or lost, upon the Owner filing with the Trustee evidence satisfactory to it that such Bond was destroyed or lost and of his or her ownership thereof, and upon furnishing the District and the Trustee with indemnity satisfactory to them.

Section 210. Pari Passu Obligations Under Credit Agreements. As may be provided for or required in any Supplemental Indenture, the District may incur financial obligations under a Letter of Credit Agreement or a Liquidity Agreement payable *pari passu* with respect to the lien on the Trust Estate pledged to a Series of Bonds issued under this Master Indenture and a Supplemental Indenture, without meeting any financial test or requirement set forth in this Master Indenture or the corresponding Supplemental Indenture, but only if the Letter of Credit Agreement or Liquidity Agreement supports a related Series of Bonds then being issued which does meet such tests or requirements.

Section 211. Bond Anticipation Notes. Whenever the District shall authorize the issuance of a Series of Bonds, the District may by resolution authorize the issuance of Bond Anticipation Notes in anticipation of the sale of such authorized Series of Bonds in a principal amount not exceeding the principal amount of such Series. The aggregate principal amount of

Bonds of such Series and all other Bonds previously authenticated and delivered to pay the Cost of the Series Project or Projects for which the proceeds of the Bond Anticipation Notes will be applied shall not exceed such Cost. The interest on such Bond Anticipation Notes may be payable out of the related Series Interest Account to the extent provided in the resolution of the District authorizing such Bond Anticipation Notes. The principal of and interest on such Bond Anticipation Notes and renewals thereof shall be payable from any moneys of the District available therefor or from the proceeds of the sale of the Series of Bonds in anticipation of which such Bond Anticipation Notes are issued. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established by the Indenture for such purposes; provided, however, that the resolution or resolutions authorizing such Bond Anticipation Notes may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes and for the deposit, in the related Series Interest Account. In the event that the District adopts a resolution authorizing the issuance of Bond Anticipation Notes, the District will promptly furnish to the Trustee a copy of such resolution, certified by an Authorized Officer, together with such information with respect to such Bond Anticipation Notes as the Trustee may reasonably request, including, without limitation, information as to the paying agent or agents for such Bond Anticipation Notes. The Trustee shall have no duties or obligations to the holders of such Bond Anticipation Notes unless specifically so authorized by the resolution of the District authorizing the issuance of such Bond Anticipation Notes and unless the Trustee accepts in writing such duties and obligations.

Section 212. Tax Status of Bonds. Any Series of Bonds issued under this Master Indenture either (i) may be issued as Tax Exempt Bonds, or (ii) may be issued as Taxable Bonds. The intended tax status of any Series of Bonds to be issued may be referenced in any Supplemental Indenture authorizing the issuance of such Series of Bonds.

ARTICLE III REDEMPTION OF BONDS

Section 301. Redemption Generally. The Bonds of any Series shall be subject to redemption, either in whole on any date or in part on any Interest Payment Date, and at such times, in the manner and at such prices, as may be provided by the Supplemental Indenture authorizing the issuance of such Series of Bonds. The District shall provide written notice to the Trustee of any optional redemption on or before the forty-fifth (45th) day next preceding the date to be fixed for such optional redemption. Notwithstanding any other provision of this Master Indenture, notice of optional redemption may be conditioned upon the occurrence or non-occurrence of such event or events or upon the later deposit of moneys therefor as shall be specified in such notice of optional redemption and may also be subject to rescission by the District if expressly set forth in such notice.

Unless otherwise provided in the Supplemental Indenture relating to a Series of Bonds, if less than all of the Bonds of any one maturity of a Series shall be called for redemption, the

particular Bonds of a Series to be redeemed shall be selected by lot in such reasonable manner as the Bond Registrar in its discretion may determine. The portion of any Series of Bonds to be redeemed shall be in an Authorized Denomination and, in selecting the Bonds of such Series to be redeemed, the Bond Registrar shall treat each such Bond as representing that number of Bonds of such Series which is obtained by dividing the principal amount of such Bond by an Authorized Denomination (such amount being hereinafter referred to as the "unit of principal amount").

If it is determined that one or more, but not all, of the units of principal amount represented by any such Bond is to be called for redemption, then upon notice of intention to redeem such unit or units of principal amount as provided below, the registered Owner of such Bond, upon surrender of such Bond to the Paying Agent for payment to such registered Owner of the redemption price of the unit or units of principal amount called for redemption, shall be entitled to receive a new Bond or Bonds of such Series in the aggregate principal amount of the unredeemed balance of the principal amount of such Bond. New Bonds of such Series representing the unredeemed balance of the principal amount shall be issued to the Owner thereof without any charge therefor. If the Owner of any Bond of a denomination greater than the unit of principal amount to be redeemed shall fail to present such Bond to the Paying Agent for payment in exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the unit or units of principal amount called for redemption.

Subject to the provisions of Section 506(b) hereof, the District may purchase a Bond or Bonds of a Series in the open market at a price no higher than the highest redemption price (including premium) for the Bond to be so purchased with any funds legally available therefor and any such Bonds so purchased shall be credited to the amounts otherwise required to be deposited for the payment of Bonds of such Series as provided in Section 506(b) hereof or as otherwise provided in the Supplemental Indenture relating to such Series.

Section 302. Notice of Redemption; Procedure for Selection. The District shall establish each redemption date, other than in the case of a mandatory sinking fund redemption, in which case the Trustee shall establish the redemption date, and the District or the Trustee, as the case may be, shall notify the Bond Registrar in writing of such redemption date on or before the forty-fifth (45th) day next preceding the date fixed for redemption, which notice shall set forth the terms of the redemption and the aggregate principal amount of Bonds so to be redeemed. Except as provided below, notice of redemption shall be given by the Bond Registrar not less than thirty (30) nor more than forty-five (45) days prior to the date fixed for redemption by first-class mail, postage prepaid, to any Paying Agent for the Bonds to be redeemed and to the registered Owner of each Bond to be redeemed, at the address of such registered Owner on the registration books maintained by the Bond Registrar (and, for any Owner of \$1,000,000 or more in the principal amount of Bonds, to one additional address if written request therefor is provided to the Bond Registrar prior to the Record Date); and a second notice of redemption shall be sent by registered or certified mail at such address to any Owner who has not submitted his Bond to the Paying Agent for payment on or before the date sixty (60) days following the date fixed for redemption of such Bond, in each case stating: (i) the numbers of the Bonds to be redeemed, by

giving the individual certificate number of each Bond to be redeemed (or stating that all Bonds between two stated certificate numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption); (ii) the CUSIP numbers of all Bonds being redeemed; (iii) in the case of a partial redemption of Bonds, the principal amount of each Bond being redeemed; (iv) the date of issue of each Bond as originally issued and the complete official name of the Bonds including the Series designation; (v) the rate or rates of interest borne by each Bond being redeemed; (vi) the maturity date of each Bond being redeemed; (vii) the place or places where amounts due upon such redemption will be payable; and (viii) the notice date, redemption date, and redemption price. The notice shall require that such Bonds be surrendered at the designated corporate trust office of the Paying Agent for redemption at the redemption price and shall state that further interest on such Bonds will not accrue from and after the redemption date. CUSIP number identification with appropriate dollar amounts for each CUSIP number also shall accompany all redemption payments.

Any required notice of redemption also shall be sent by registered mail, overnight delivery service, telecopy or other secure means, postage prepaid, to any Owner of \$1,000,000 or more in aggregate principal amount of Bonds to be redeemed, to certain municipal registered securities depositories in accordance with the then-current guidelines of the Securities and Exchange Commission which are known to the Bond Registrar to be holding Bonds thirty-two (32) days prior to the redemption date and to at least two (2) of the national information services that disseminate securities redemption notices in accordance with the then-current guidelines of the Securities and Exchange Commission, when possible, at least thirty (30) days prior to the redemption date; provided that neither failure to send or receive any such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Failure to give notice by mailing to the Owner of any Bond designated for redemption or to any depository or information service shall not affect the validity of the proceedings for the redemption of any other Bond.

Section 303. Effect of Calling for Redemption. On the date designated for redemption of any Bonds, notice having been filed and mailed in the manner provided above, the Bonds called for redemption shall be due and payable at the redemption price provided for the redemption of such Bonds on such date and, moneys for payment of the redemption price being held in a separate account by the Paying Agent in trust for the Owners of the Bonds to be redeemed, interest on the Bonds called for redemption shall cease to be entitled to any benefit under this Master Indenture, and the Owners of such Bonds shall have no rights in respect thereof, except to receive payment of the redemption price thereof, and interest, if any, accrued thereon to the redemption date, and such Bonds shall no longer be deemed to be Outstanding.

Section 304. Cancellation. Bonds called for redemption shall be canceled upon the surrender thereof.

**ARTICLE IV
ACQUISITION AND CONSTRUCTION FUND**

Section 401. Acquisition and Construction Fund. There is created and established by Section 502 hereof a fund designated as the "Acquisition and Construction Fund" which shall be held by the Trustee and to the credit of the Series Acquisition and Construction Accounts there shall be deposited the amounts specified in the Supplemental Indenture relating to such Series of Bonds.

Section 402. Payments from Acquisition and Construction Fund. Payments of the Cost of constructing and acquiring a Series Project shall be made from the Acquisition and Construction Fund as herein provided. All such payments shall be subject to the provisions and restrictions set forth in this Article and in Article V hereof, and the District covenants that it will not request any sums to be paid from the Acquisition and Construction Fund except in accordance with such provisions and restrictions. Moneys in the Acquisition and Construction Fund shall be disbursed by check, voucher, order, draft, certificate or warrant signed by any one or more officers or employees of the Trustee legally authorized to sign such items or by wire transfer to an account specified by the payee upon satisfaction of the conditions for disbursement set forth in Section 503(b) hereof.

Section 403. Cost of Project. For the purposes of this Master Indenture, the Cost of the Series Project shall include, without intending thereby to limit or to restrict or expand any proper definition of such cost under the Act, other applicable provisions of Florida law, or this Master Indenture, the following:

(i) ***Expenses of Bond Issuance.*** All expenses and fees relating to the issuance of the Bonds, including, but not limited to, initial Credit Facility or Liquidity Facility fees and costs, attorneys' fees, underwriting fees and discounts, the Trustee's acceptance fees, expenses and Trustee's counsel fees and costs, rating agency fees, fees of financial advisors, engineer's fees and costs, administrative expenses of the District, the costs of preparing audits and engineering reports, the costs of preparing reports, surveys, and studies, and the costs of printing the Bonds and preliminary and final disclosure documents.

(ii) ***Accrued and Capitalized Interest.*** Any interest accruing on the Bonds from their date through the first Interest Payment Date received from the proceeds of the Bonds (to be deposited into the related Series Interest Account) and Capitalized Interest (to be deposited into the related Series Interest Account or Capitalized Interest Account) as may be authorized or provided for by a Supplemental Indenture related to a Series of Bonds. Notwithstanding the deposit of Capitalized Interest into the related Series Capitalized Interest Account or Interest Account, Capitalized Interest shall also include any amount directed by the District to the Trustee in writing to be withdrawn from the related Series Acquisition and Construction Account and deposited into such Capitalized Interest Account or Interest Account, provided that such direction includes a certification that such amount represents earnings on amounts on deposit in the related Series Acquisition and Construction Account and that, after such deposit, the amount

on deposit in such Acquisition and Construction Account, together with earnings thereon will be sufficient to complete the related Series Project which is to be funded from such Acquisition and Construction Account.

(iii) *Acquisition Expenses.* The costs of acquiring, by purchase or condemnation, all of the land, structures, improvements, rights-of-law, franchises, easements, plans and specifications and similar items and other interests in property, whether real or personal, tangible or intangible, which themselves constitute the Series Project or which are necessary or convenient to acquire, install and construct the Series Project and payments, contributions, dedications, taxes, assessments or permit fees or costs and any other exactions required as a condition to receive any government approval or permit necessary to accomplish any District purpose.

(iv) *Construction Expense.* All costs incurred including interest charges, for labor and materials, including equipment, machinery and fixtures, by contractors, builders, and materialmen in connection with the acquisition, installation and construction of the Series Project, and including without limitation costs incident to the award of contracts.

(v) *Other Professional Fees and Miscellaneous Expenses.* All legal, architectural, engineering survey, and consulting fees, as well as all financing charges, taxes, insurance premiums, and miscellaneous expenses, not specifically referred to in this Master Indenture that are incurred in connection with the acquisition and construction of the Series Project.

(vi) Expenses of determining the feasibility or practicality of acquisition, construction, installation, or reconstruction.

(vii) Costs of surveys, estimates, plans and specifications.

(viii) Costs of improvements.

(ix) Financing charges.

(x) Creation of initial reserve and debt service funds.

(xi) Working capital.

(xii) Amounts to repay temporary or bond anticipation notes or loans made to finance any costs permitted under the Act.

(xiii) Costs incurred to enforce remedies against contractors, subcontractors, any provider of labor, material, services or any other person for a default or breach under the corresponding contract, or in connection with any dispute.

(xiv) Premiums for contract bonds and insurance during construction and costs on account of personal injuries and property damage in the course of construction and insurance against the same.

- (xv) Expenses of Project management and supervision.
- (xvi) Costs of effecting compliance with any and all governmental permits relating to the Series Project.
- (xvii) Any other "cost" or expense as provided by the Act.
- (xviii) **Refinancing Costs.** All costs described in (i) through (xvii) above or otherwise permitted by the Act associated with refinancing or repaying any loan or other debt obligation of the District.

Section 404. Disposition of Balances in Acquisition and Construction Fund. On the Date of Completion of a Series Project, the balance in the related Series Acquisition and Construction Account not reserved for the payment of any remaining part of the Cost of the Series Project shall be transferred by the Trustee to the credit of the Series Redemption Account, and used for the purposes set forth for such Account in the Supplemental Indenture relating to such Series of Bonds.

ARTICLE V ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 501. Lien. There is hereby irrevocably pledged for the payment of the Bonds of each Series issued hereunder, subject only to the provisions of this Master Indenture and any Supplemental Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this Master Indenture and any such Supplemental Indenture with respect to each Series of Bonds, the Trust Estate; provided, however, that unless otherwise specifically provided herein or in a Supplemental Indenture relating to a Series of Bonds with respect to the Trust Estate securing such Series of Bonds, the Pledged Funds and Pledged Revenues securing a Series of Bonds shall secure only such Series of Bonds and shall not secure any other Bonds or Series of Bonds.

The foregoing pledge shall be valid and binding from and after the date of initial delivery of the Bonds and the proceeds of sale of the Bonds and all the moneys, securities and funds set forth in this Section 501 shall immediately be subject to the lien of the foregoing pledge, which lien is hereby created, without any physical delivery thereof or further act. Such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District or the Trustee, irrespective of whether such parties have notice thereof. Such lien shall be prior and superior to all other liens now existing or hereafter created.

Section 502. Establishment of Funds and Accounts. The following funds and accounts are hereby established and shall be held by the Trustee:

- (a) Acquisition and Construction Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series

Acquisition and Construction Account and a Series Costs of Issuance Account for each Series of Bonds issued hereunder;

(b) Revenue Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Revenue Account for each Series issued hereunder;

(c) Debt Service Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Debt Service Account and within such Series Debt Service Account,

(i) a Series Interest Account,

(ii) a Series Principal Account,

(iii) a Series Sinking Fund Account,

(iv) a Series Redemption Account and therein a Prepayment Subaccount and an Optional Redemption Subaccount, and

(v) a Capitalized Interest Account

for each such Series of Bonds issued hereunder;

(d) Reserve Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Reserve Account for each such Series of Bonds issued hereunder and any Bonds issued on a parity with any such Series of Bonds hereunder; and

(e) Rebate Fund, and within such Fund there may be established by Supplemental Indenture authorizing a Series of Bonds a separate Series Rebate Account for each such Series of Tax Exempt Bonds issued hereunder.

Notwithstanding the foregoing, the Supplemental Indenture authorizing any Series of Bonds may establish such other Series Accounts or dispense with the Series Accounts set forth above as shall be deemed advisable by the District in connection with such Series of Bonds.

Section 503. Acquisition and Construction Fund.

(a) *Deposits.* The District shall pay to the Trustee, for deposit into the related Acquisition and Construction Account in the Acquisition and Construction Fund, as promptly as practicable, the following amounts received by it:

(1) the amount set forth in the Supplemental Indenture relating to such Series of Bonds;

- (2) subject to Section 806 hereof, payments made to the District from the sale, lease or other disposition of the Series Project or any portion thereof;
- (3) the balance of insurance proceeds with respect to the loss or destruction of the Series Project or any portion thereof; and
- (4) such other amounts as may be provided in a Supplemental Indenture.

Amounts in such Acquisition and Construction Account shall be applied to the Cost of the Series Project; provided, however, that if any amounts remain in the Acquisition and Construction Account after the Date of Completion, and if such amounts are not reserved for payment of any remaining part of the Cost of the Series Project, such amounts shall be applied in the manner set forth in Section 404 above.

(b) *Disbursements.* Unless otherwise provided in the Supplemental Indenture authorizing the issuance of such Series of Bonds, payments from a Series Acquisition and Construction Account shall be paid in accordance with the provisions of this subsection (b). Before any such payment shall be made, the District shall file with the Trustee a requisition in the form of Exhibit A hereto, signed by an Authorized Officer.

Upon receipt of each such requisition and accompanying certificate the Trustee shall promptly withdraw from the Series Acquisition and Construction Account and pay to the person, firm or corporation named in such requisition the amount designated in such requisition. The Trustee shall have no duty to investigate the accuracy or validity of the items delivered pursuant to this Section 503(b) or to determine that the requisition is for payment of a cost for which payment is permitted hereunder.

(c) *Inspection.* All requisitions and certificates received by the Trustee pursuant to this Article shall be retained in the possession of the Trustee, subject at all reasonable times to the inspection of the District, the Consulting Engineer, the Owner of any Bonds of the related Series, and the agents and representatives thereof.

(d) *Completion of Series Project.* On the Date of Completion, the balance in the Acquisition and Construction Account not reserved by the District for the payment of any remaining part of the Cost of the Series Project shall be applied in accordance with the provisions of Section 404 hereof.

Section 504. Revenue Fund and Series Revenue Accounts. The District hereby covenants and agrees that it will assess, impose, establish and collect the Pledged Revenues with respect to each Series of Bonds in amounts and at times sufficient to pay, when due, the principal of, premium, if any, and interest on such Series of Bonds. The District hereby covenants and agrees to immediately deposit upon receipt of all such Pledged Revenues (except Prepayments), when received, into the related Series Revenue Account and to immediately deposit all Prepayments, when received, into the related Series Redemption Account, unless otherwise provided for in the Supplemental Indenture relating to a Series of Bonds. The Trustee may

assume that any payments made by the District are not Prepayments and are to be deposited into the applicable Series Revenue Account absent written notification to the contrary to the Trustee at the time such funds are deposited with the Trustee.

Section 505. Debt Service Fund and Series Debt Service Account.

(a) *Principal, Maturity Amount, Interest and Amortization Installments.* On the Business Day preceding each Interest Payment Date on the Bonds, the Trustee shall withdraw from the Series Revenue Account and, from the amount so withdrawn, shall make the following deposits in the following order of priority:

(i) to the credit of the related Series Interest Account, an amount which, together with other amounts, if any, then on deposit therein will equal the amount of interest payable on the Bonds of such Series on such Interest Payment Date;

(ii) to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein will equal the principal amount, if any, payable with respect to Serial Bonds of such Series on such Interest Payment Date;

(iii) in each Bond Year in which Term Bonds of such Series are subject to mandatory redemption from Amortization Installments, to the related Series Sinking Fund Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Amortization Installment payable on the Term Bonds of such Series on such Interest Payment Date;

(iv) in each Bond Year in which Capital Appreciation Bonds of such Series mature, to the related Series Principal Account, an amount which, together with other amounts, if any, then on deposit therein, will equal the Maturity Amount payable with respect to the Capital Appreciation Bonds of such Series maturing on such Interest Payment Date;

(v) to the credit of the Series Reserve Account, an amount, if any, which, together with the amount then on deposit therein, will equal the Series Reserve Account Requirement; and

(vi) to the credit of the Series Rebate Account the Rebate Amount, if any, required to be deposited therein pursuant to the Supplemental Indenture related to a Series of Tax Exempt Bonds.

Notwithstanding the foregoing, so long as there are moneys on deposit in the related Series Capitalized Interest Account on the date required for any transfer into the Series Interest Account as set forth above, the Trustee shall, prior to making any transfer into the related Series Interest Account from the related Series Revenue Account, transfer to the related Series Interest Account from the related Series Capitalized Interest Account, the lesser of the interest on such Series of Bonds coming due on the next succeeding Interest Payment Date or the amount remaining on deposit in the related Series Capitalized Interest Account.

(b) *Disposition of Remaining Amounts on Deposit in Series Revenue Account.* The District shall authorize the withdrawal, from time to time, from the Series Revenue Account an amount sufficient to pay the fees and charges of the Trustee, Bond Registrar, and Paying Agent, when due. Subject to the provisions of Section 604 hereof, if (i) the amount on deposit in the Series Interest Account, Series Principal Account, and Series Redemption Account in each Bond Year equals the interest payable on the Bonds of such Series in such Bond Year, the principal amount of Serial Bonds payable in such Bond Year, the Maturity Amount of all Capital Appreciation Bonds due in such Bond Year and the Amortization Installment required to be paid into the Series Redemption Account in such Bond Year, and (ii) any amounts remain in the Series Revenue Account, then, such amounts shall, at the written direction of the District, be applied to pay the commissions, fees, costs and any other charges of the Tax Collector and the Property Appraiser, or, if such commissions, fees, costs, or other charges have been paid by the District, then to reimburse the District for such payment upon written request of an Authorized Officer. If, after such amounts have been withdrawn, paid and provided for as provided above, any amounts remain in the Series Revenue Account, such amounts shall be disbursed to the District on written request of an Authorized Officer and applied to any lawful purpose of the District. After making the payments provided for in this subsection (b), the balance, if any, remaining in the Series Revenue Account shall be retained therein, or, at the written direction of an Authorized Officer to the Trustee, transferred into the Series Redemption Account.

(c) *Series Reserve Account.* Moneys held for the credit of a Series Reserve Account shall be used for the purpose of paying interest or principal or Amortization Installment or Maturity Amount on the Bonds of the related Series whenever amounts on deposit in the Series Debt Service Account shall be insufficient for such purpose.

(d) *Series Debt Service Account.* Moneys held for the credit of a Series Principal Account and Series Interest Account in a Series Debt Service Account shall be withdrawn therefrom by the Trustee and transferred by the Trustee to the Paying Agent in amounts and at times sufficient to pay, when due, the interest on the Bonds of such Series, the principal of Serial Bonds of such Series, the Maturity Amount of Capital Appreciation Bonds of such Series and to redeem Term Bonds of such Series that are subject to mandatory redemption from Amortization Installments, as the case may be.

(e) *Series Redemption Account.* Moneys representing Prepayments on deposit in a Series Redemption Account to the full extent of a multiple of an Authorized Denomination shall, unless otherwise provided in the Supplemental Indenture relating to such Series of Bonds, be used by the Trustee to redeem Bonds of such Series on the earliest date on which such Bonds are permitted to be called without payment of premium by the terms hereof (including extraordinary or extraordinary mandatory redemption) and of the Supplemental Indenture relating to such Series of Bonds. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption. Moneys other than from Prepayments shall be held and applied in a Series Redemption Account as provided in Section 506(a) hereof.

(f) *Payment to the District.* When no Bonds of a Series remain Outstanding, and after all expenses and charges herein and in the related Supplemental Indenture required to be paid have been paid as certified to the Trustee in writing by an Authorized Officer, and after all amounts due and owing to the Trustee have been paid in full, the Trustee shall pay any balance in the Series Accounts for such Series of Bonds to the District upon the written direction of an Authorized Officer, free and clear of any lien and pledge created by this Master Indenture; provided, however, that if an Event of Default has occurred and is continuing in the payment of the principal or Maturity Amount of, or interest or premium on the Bonds of any other Series, the Trustee shall pay over and apply any such excess pro rata (based upon the ratio of the aggregate principal amount of such Series to the aggregate principal amount of all Series Outstanding and for which such an Event of Default has occurred and is continuing) to each other Series of Bonds for which such an Event of Default has occurred and is continuing.

Section 506. Optional Redemption.

(a) *Excess Amounts in Series Redemption Account.* The Trustee shall, but only at the written direction of an Authorized Officer on or prior to the forty-fifth (45th) day preceding the date of redemption, call for redemption on each Interest Payment Date on which Bonds are subject to optional redemption, from moneys on deposit in a Series Redemption Account such amount of Authorized Denominations of Bonds of such Series then subject to optional redemption as, with the redemption premium, if any, will exhaust such amount as nearly as may be practicable. Such redemption shall be made pursuant to the provisions of Article III hereof. The District shall pay all expenses incurred by the Trustee and Paying Agent in connection with such redemption.

(b) *Purchase of Bonds of a Series.* The District may purchase Bonds of a Series then Outstanding at any time, whether or not such Bonds shall then be subject to redemption, at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would be payable on the next redemption date to the Owners of such Bonds under the provisions of this Master Indenture and the Supplemental Indenture pursuant to which such Series of Bonds was issued if such Bonds were called for redemption on such date. Before making each such purchase, the District shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds of such Series so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Trustee shall pay the interest accrued on such Bonds to the date of delivery thereof from the related Series Interest Account and the principal portion of the purchase price of Serial Bonds from the related Series Principal Account, but no such purchase shall be made after the Record Date in any Bond Year in which Bonds have been called for redemption. To the extent that insufficient moneys are on deposit in a related Series Interest Account to pay the accrued interest portion of the purchase price of any Bonds or in a related Series Principal Account to pay the principal amount of the purchase price of any Serial Bond, the Trustee shall transfer into such Accounts from the related Series Revenue Account sufficient moneys to pay such respective

amounts. In the event that there are insufficient moneys on deposit in the related Series Principal Account with which to pay the principal portion of the purchase price of any Term Bonds, the Trustee may, at the written direction of the District, transfer moneys into such related Series Principal Account from the related Series Revenue Account to pay the principal amount of such purchase price, but only in an amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year calculated after giving effect to any other purchases of Term Bonds during such Bond Year. The Trustee may pay the principal portion of the purchase price of Bonds from the related Series Redemption Account, but only upon delivery of written instructions from an Authorized Officer of the District to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Redemption Account to pay the purchase price of such Bonds; (ii) setting forth the amounts and maturities of Bonds of such Series which are to be redeemed from such amounts; and (iii) containing cash flows which demonstrate that, after giving effect to the purchase of Bonds in the amounts and maturities set forth in clause (ii) above, the Pledged Revenues to be received by the District in the current and each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. The Trustee may pay the principal portion of the purchase price of any Term Bonds from the related Series Principal Account, but only Term Bonds of a maturity having Amortization Installments in the current Bond Year and in the principal amount no greater than the Amortization Installment related to such Series of Bonds coming due in the current Bond Year (calculated after giving effect to any other purchases of Term Bonds during such Bond Year). The Trustee may pay the principal portion of the purchase price of Term Bonds having maturities different from or in amounts greater than set forth in the next preceding sentence from amounts on deposit in the related Series Principal Account and the Trustee may transfer moneys from the related Series Revenue Account to the related Series Principal Account for such purpose, but only upon delivery of written instructions from an Authorized Officer to the Trustee accompanied by a certificate of an Authorized Officer: (i) stating that sufficient moneys are on deposit in the Series Principal Account, after giving effect to any transfers from the related Series Revenue Account, to pay the principal portion of the purchase price of such Term Bonds; (ii) setting forth the amounts and maturities of Term Bonds of such Series which are to be redeemed from such amounts and the Amortization Installments against which the principal amount of such purchases are to be credited; and (iii) containing cash flow which demonstrate that, after giving effect to the purchase of Term Bonds in the amounts and having the maturities and with the credits against Amortization Installments set forth in clause (ii) above and any transfers from the related Series Revenue Account, the Pledged Revenues to be received by the District in the current and in each succeeding Bond Year will be sufficient to pay the principal, Maturity Amount and Amortization Installments of and interest on all Bonds of such Series. If any Bonds are purchased pursuant to this subsection (b), the principal amount of the Bonds so purchased shall be credited as follows:

(i) if the Bonds are to be purchased from amounts on deposit in the Prepayment Subaccount of a Series Redemption Account, against the principal coming due or Amortization

Installments set forth in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(ii) if the Bonds are Term Bonds of a Series, against the Amortization Installment for Bonds of such Series first coming due in the current Bond Year, or, if such Term Bonds so purchased are to be credited against Amortization Installments coming due in any succeeding Bond Year, against the Amortization Installments on Term Bonds of such Series maturing on the same date and designated in the certificate of the Authorized Officer accompanying the direction of the District to effect such purchase; or

(iii) against the principal or Maturity Amount of Serial Bonds coming due on the maturity date of such Serial Bond.

Section 507. Rebate Fund and Series Rebate Accounts.

(a) *Creation.* There is hereby created and established a Rebate Fund, and within the Rebate Fund a Series Rebate Account for each Series of Tax Exempt Bonds. Moneys deposited and held in the Rebate Fund shall not be subject to the pledge of this Master Indenture.

(b) *Payment to United States.* The Trustee shall pay to the District upon written request of the District, the Rebate Amount required to be paid to the United States at the times, in the manner and as calculated in accordance with the Supplemental Indenture related to a Series of Tax Exempt Bonds. The Trustee shall have no responsibility for computation of the Rebate Amount and instead the District shall cause the Rebate Amount to be calculated by the Rebate Analyst and shall cause the Rebate Analyst to deliver such computation to the Trustee as provided in the Supplemental Indenture related to a Series of Tax Exempt Bonds but before the date of any required payment of the Rebate Amount to the Internal Revenue Service. The fees of, and expenses incurred by, the Rebate Analyst in computing the Rebate Amount shall be paid by the District, which amount shall be treated as administrative and operating expenses of the District payable or reimbursable from the Series Revenue Account in accordance with Section 505(b) hereof.

(c) *Deficiencies.* If the Trustee does not have on deposit in the Series Rebate Account sufficient amounts to make the payments required by this Section 507, the District shall pay, from any legally available source, the amount of any such deficiency to the United States as in paragraph (b) above provided.

(d) *Survival.* The covenants and agreements of the District in this Section 507 and Section 809 and, any additional covenants related to compliance with provisions necessary in order to preserve the exclusion of interest on the Bonds of a Series from gross income for Federal income tax purposes shall survive the defeasance of the Bonds of such Series in accordance with Article XII hereof.

Section 508. Investment of Funds and Accounts. Unless otherwise provided in the Supplemental Indenture authorizing the issuance of a Series of Bonds, moneys held for the credit of the Series Accounts shall be invested as hereinafter in this Section 508 provided.

(a) *Series Acquisition and Construction Account, Revenue Account and Debt Service Account.* Moneys held for the credit of a Series Acquisition and Construction Account, the Series Revenue Account, and the Series Debt Service Account shall, as nearly as may be practicable, be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer, which Investment Obligations shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates, as estimated by an Authorized Officer, when moneys held for the credit of each such Series Account will be required for the purposes intended.

(b) *Series Reserve Account.* Moneys held for the credit of a Series Reserve Account shall be continuously invested and reinvested by the Trustee in Investment Obligations as directed in writing by an Authorized Officer.

(c) *Investment Obligations as a Part of Funds and Accounts.* Investment Obligations purchased as an investment of moneys in any Fund or Account shall be deemed at all times to be a part of such Fund or Account, and the interest accruing thereon and profit realized from such investment shall be credited as provided in Section 510 hereof. Any loss resulting from such investment shall be charged to such Fund or Account. The foregoing notwithstanding, for purposes of investment and to the extent permitted by law, amounts on deposit in any Fund or Account may be commingled for purposes of investment, provided adequate care is taken to account for such amounts in accordance with the prior sentence. The Trustee may, upon the written direction of an Authorized Officer, transfer investments within such Funds or Accounts without being required to sell such investments. The Trustee shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from any such Fund or Account. The Trustee shall not be liable or responsible for any loss resulting from any such investment or for failure to make an investment (except failure to make an investment in accordance with the written direction of an Authorized Officer) or for failure to achieve the maximum possible earnings on investments. The Trustee shall have no obligation to invest funds without written direction from an Authorized Officer.

(d) *Valuation.* In computing the value of the assets of any Fund or Account, investments and earnings thereon shall be deemed a part thereof. The Trustee shall value the assets in each of the Funds and Accounts established hereunder as of September 30 of each Fiscal Year, and as soon as practicable after each such valuation date (but no later than ten (10) days after each such valuation date) shall provide the District a report of the status of each Fund and Account as of the valuation date. For the purpose of determining the amount on deposit to the credit of any Fund or Account established hereunder, with the exception of a Series Reserve Account, obligations in which money in such Fund or Account shall have been invested shall be valued at the market value or the amortized cost thereof, whichever is lower, or at the redemption

price thereof, to the extent that any such obligation is then redeemable at the option of the holder. For the purpose of determining the amount on deposit to the credit of a Series Reserve Account, obligations in which money in such Account shall have been invested shall be valued at par, if purchased at par, or at amortized cost, if purchased at other than par, plus, in each case, accrued interest. Amortized cost, when used with respect to an obligation purchased at a premium above or a discount below par, means the value as of any given time obtained by dividing the total premium or discount at which such obligation was purchased by the number of days remaining to maturity on such obligation at the date of such purchase and by multiplying the amount thus calculated by the number of days having passed since such purchase; and (1) in the case of an obligation purchased at a premium by deducting the product thus obtained from the purchase price, and (2) in the case of an obligation purchased at a discount by adding the product thus obtained to the purchase price.

Section 509. Deficiencies and Surpluses in Funds. For purposes of this Section 509: (a) a "deficiency" shall mean, in the case of a Series Reserve Account, that the amount on deposit therein is less than the Series Reserve Account Requirement (but only after the Bond Year in which the amount on deposit therein first equals the Series Reserve Account Requirement), and (b) a "surplus" shall mean in the case of a Series Reserve Account, that the amount on deposit therein is in excess of the applicable Series Reserve Account Requirement.

At the time of any withdrawal from a Series Reserve Account that results in a deficiency therein, the Trustee shall promptly notify the District of the amount of any such deficiency and the Trustee shall withdraw the amount of such deficiency from the related Series Revenue Account, and, if amounts on deposit therein are insufficient therefor, the District shall pay the amount of such deficiency to the Trustee, for deposit in such Series Reserve Account, from the first legally available sources of the District.

The Trustee, as of the close of business on the last Business Day in each Bond Year, after taking into account all payments and transfers made as of such date, shall compute, in the manner set forth in Section 508(d), the value of the Series Reserve Account and shall promptly notify the District of the amount of any deficiency or surplus as of such date in such Series Reserve Account. The District shall immediately pay the amount of any deficiency to the Trustee, for deposit in the Series Reserve Account, from any legally available sources of the District. The Trustee, as soon as practicable after such computation, shall deposit any surplus, at the direction of an Authorized Officer, to the credit of the Series Redemption Account or the Series Principal Account.

Section 510. Investment Income. Unless provided otherwise in a Supplemental Indenture, earnings on Investments in a Series Acquisition and Construction Account, a Series Interest Account and a Series Revenue Account shall be deposited, as realized, to the credit of such Series Account and used for the purpose of such Account. Unless provided in a Supplemental Indenture, earnings on investments in a Series Principal Account and Redemption Account shall be deposited, as realized, to the credit of such Series Interest Account and used for the purpose of such Account.

Earnings on investments in a Series Reserve Account shall, unless otherwise therein provided in a Supplemental Indenture, be disposed of as follows:

(a) if there was no deficiency (as defined in Section 509 above) in the Series Reserve Account as of the most recent date on which amounts on deposit in the Series Reserve Account were valued by the Trustee, and if no withdrawals have been made from the Series Reserve Account since such date, then earnings on investments in the Series Reserve Account shall be deposited, as realized, in the Series Revenue Account.

(b) if as of the last date on which amounts on deposit in the Series Reserve Account were valued by the Trustee there was a deficiency (as defined in Section 509 above) in the Series Reserve Account, or if after such date withdrawals have been made from the Series Reserve Account and have created such a deficiency, then earnings on investments in the Series Reserve Account shall be deposited to the credit of the Series Reserve Account until the amount on deposit therein equals the Series Reserve Account Requirement and thereafter shall be deposited to the Series Revenue Account

Section 511. Cancellation of Bonds. All Bonds paid, redeemed or purchased, either at or before maturity, shall be canceled upon the payment, redemption or purchase of such Bonds. All Bonds canceled under any of the provisions of this Master Indenture shall be destroyed by the Paying Agent, which shall, upon request of the District, execute a certificate in duplicate describing the Bonds so destroyed. One executed certificate shall be filed with the Trustee and the other executed certificate shall be retained by the Paying Agent.

ARTICLE VI CONCERNING THE TRUSTEE

Section 601. Acceptance of Trust. The Trustee accepts and agrees to execute the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the parties hereto and the Owners agree. The Trustee shall have only those duties expressly set forth herein, and no duties shall be implied against the Trustee.

Section 602. No Responsibility for Recitals. The recitals, statements and representations in this Master Indenture, in any Supplemental Indenture or in the Bonds, save only the Trustee's authentication certificate, if any, upon the Bonds, have been made by the District and not by the Trustee; and the Trustee shall be under no responsibility for the correctness thereof.

Section 603. Trustee May Act Through Agents; Answerable Only for Willful Misconduct or Negligence. The Trustee may execute any powers hereunder and perform any duties required of it through attorneys, agents, officers or employees, and shall be entitled to advice of counsel concerning all questions hereunder, and the Trustee shall not be answerable for the default or misconduct of any attorney, agent or employee selected by it with reasonable care. In performance of its duties hereunder, the Trustee may rely on the advice of counsel and shall

not be held liable for actions taken in reliance on the advice of counsel. The Trustee shall not be answerable for the exercise of any discretion or power under this Master Indenture or any Supplemental Indenture nor for anything whatsoever in connection with the trust hereunder, except only its own negligence or willful misconduct.

Section 604. Compensation and Indemnity. The District shall pay the Trustee reasonable compensation for its services hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, and, to the extent permitted under Florida law, shall indemnify the Trustee and hold the Trustee harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder except with respect to the Trustee's own negligence or misconduct. The Trustee shall have no duty in connection with its responsibilities hereunder to advance its own funds nor shall the Trustee have any duty to take any action hereunder without first having received indemnification satisfactory to it. If the District defaults in respect of the foregoing obligations, the Trustee may deduct the amount owing to it from any moneys received or held by the Trustee under this Master Indenture or any Supplemental Indenture and payable to the District other than moneys from a Credit Facility or Liquidity Facility. This provision shall survive termination of this Master Indenture and any Supplemental Indenture, and as to any Trustee, its resignation or removal thereof. As security for the foregoing, the District hereby grants to the Trustee a security interest in and to the amounts of deposit in all Series Funds and Accounts (other than the Rebate Fund) thereby, in effect, granting the Trustee a first charge against these moneys following an Event of Default for its fees and expenses (including legal counsel and default administration costs and expenses), subordinate and inferior to the security interest granted to the Owners of the Bonds from time to time secured thereby, but nevertheless payable in the order of priority as set forth in Section 905(a) upon the occurrence of an Event of Default.

Section 605. No Duty to Renew Insurance. The Trustee shall be under no duty to effect or to renew any insurance policy nor shall it incur any liability for the failure of the District to require or effect or renew insurance or to report or file claims of loss thereunder.

Section 606. Notice of Default; Right to Investigate. The Trustee shall give written notice, as soon as practicable, by first-class mail to registered Owners of Bonds of all defaults of which the Trustee has actual knowledge, unless such defaults have been remedied (the term "defaults" for purposes of this Section 606 and Section 607 being defined to include the events specified as "Events of Default" in Section 902 hereof, but not including any notice or periods of grace provided for therein) or if the Trustee based upon the advice of counsel upon which the Trustee is entitled to rely, determines that the giving of such notice is not in the best interests of the Owners of the Bonds. The Trustee will be deemed to have actual knowledge of any payment default under this Master Indenture or under any Supplemental Indenture and, after receipt of written notice thereof by a Credit Facility issuer or a Liquidity Facility issuer of a default under its respective reimbursement agreement, but shall not be deemed to have actual knowledge of any other default unless notified in writing of such default by the Owners of at least 25% in aggregate principal amount of the Outstanding Bonds. The Trustee may, however, at any time require of the District full information as to the performance of any covenant hereunder; and if

information satisfactory to it is not forthcoming, the Trustee may make or cause to be made, at the expense of the District, an investigation into the affairs of the District.

Section 607. Obligation to Act on Default. Before taking any action under this Master Indenture or any Supplemental Indenture in respect of an Event of Default, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability resulting from its own negligence or willful misconduct in connection with any such action.

Section 608. Reliance by Trustee. The Trustee may act on any requisition, resolution, notice, telegram, request, consent, waiver, opinion, certificate, statement, affidavit, voucher, bond, or other paper or document or telephone message which it in good faith believes to be genuine and to have been passed, signed or given by the proper persons or to have been prepared and furnished pursuant to any of the provisions of this Master Indenture or any Supplemental Indenture, and the Trustee shall be under no duty to make any investigation as to any statement contained in any such instrument, but may accept the same as conclusive evidence of the accuracy of such statement.

Section 609. Trustee May Deal in Bonds. The Trustee may in good faith buy, sell, own, hold and deal in any of the Bonds and may join in any action which any Owners may be entitled to take with like effect as if the Trustee were not a party to this Master Indenture or any Supplemental Indenture. The Trustee may also engage in or be interested in any financial or other transaction with the District.

Section 610. Construction of Ambiguous Provision. The Trustee may construe any ambiguous or inconsistent provisions of this Master Indenture or any Supplemental Indenture and any construction by the Trustee shall be binding upon the Owners. The Trustee shall give prompt written notice to the District of any intention to make such construal.

Section 611. Resignation of Trustee. The Trustee may resign and be discharged of the trusts created by this Master Indenture by written resignation filed with the Secretary of the District not less than sixty (60) days before the date when such resignation is to take effect; provided that notice of such resignation shall be sent by first-class mail to each Owner as its name and address appears on the Bond Register and to any Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer, at least sixty (60) days before the resignation is to take effect. Such resignation shall take effect on the day specified in the Trustee's notice of resignation unless a successor Trustee is previously appointed, in which event the resignation shall take effect immediately on the appointment of such successor; provided, however, that notwithstanding the foregoing such resignation shall not take effect until a successor Trustee has been appointed. If a successor Trustee has not been appointed within sixty (60) days after the Trustee has given its notice of resignation, the Trustee may petition any court of competent jurisdiction for the appointment of a temporary successor Trustee to serve as Trustee until a successor Trustee has been duly appointed.

Section 612. Removal of Trustee. Any Trustee hereunder may be removed at any time, with or without cause, by an instrument appointing a successor to the Trustee so removed, upon application of the District; provided, however, that if an Event of Default has occurred hereunder and is continuing with respect to a Series of Bonds, then the Trustee hereunder may be removed only by an instrument appointing a successor to the Trustee so removed executed by the Majority Owners of the Series as to which such Event of Default exists and filed with the Trustee and the District.

The Trustee may also be removed at any time for any breach of trust or for acting or proceeding in violation of, or for failing to act or proceed in accordance with, any provision of this Master Indenture or any Supplemental Indenture with respect to the duties and obligations of the Trustee, by any court of competent jurisdiction upon the application of the District; provided that no Event of Default has occurred hereunder and is continuing, or upon the application of the Owners of not less than 20% in aggregate principal amount of the Bonds then Outstanding.

Section 613. Appointment of Successor Trustee. If the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and the District shall appoint a successor and shall mail notice of such appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Register, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer; provided, however, that the District shall not appoint a successor Trustee if an Event of Default has occurred and is continuing, unless the District shall have received the prior written consent, which consent shall not be unreasonably withheld, of any Credit Facility issuer and any Liquidity Facility issuer, to the appointment of such successor Trustee. If an Event of Default has occurred hereunder and is continuing and the Trustee or any successor Trustee resigns or is removed or dissolved, or if its property or business is taken under the control of any state or federal court or administrative body, a vacancy shall forthwith exist in the office of the Trustee, and a successor may be appointed by any court of competent jurisdiction upon the application of the Owners of not less than twenty percent (20%) in aggregate principal amount of the Bonds then Outstanding and such successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 614. Qualification of Successor Trustee. A successor Trustee shall be a national bank with trust powers or a bank or trust company with trust powers, having a combined net capital and surplus of at least \$50,000,000.

Section 615. Instruments of Succession. Except as provided in Section 616 hereof, any successor Trustee shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Trustee, without any further act,

deed, or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor in trust hereunder, with like effect as if originally named Trustee herein. After withholding from the funds on hand any amounts owed to itself hereunder, the Trustee ceasing to act hereunder shall pay over to the successor Trustee all moneys held by it hereunder; and the Trustee ceasing to act and the District shall execute and deliver an instrument or instruments transferring to the successor Trustee all the estates, properties, rights, powers and trusts hereunder of the Trustee ceasing to act except for the rights granted under Section 604 hereof. The successor Trustee shall mail notice of its appointment, including the name and address of the applicable corporate trust office of the successor Trustee, by first-class mail to each Owner as its name and address appears on the Bond Registrar, and to the Paying Agent, Bond Registrar, any Credit Facility issuer and any Liquidity Facility issuer.

Section 616. Merger of Trustee. Any corporation into which any Trustee hereunder may be merged or with which it may be consolidated or into which all or substantially all of its corporate trust assets shall be sold or its operations conveyed, or any corporation resulting from any merger or consolidation to which any Trustee hereunder shall be a party, shall be the successor Trustee under this Master Indenture, without the execution or filing of any paper or any further act on the part of the parties thereto, anything herein to the contrary notwithstanding; provided, however, that any such successor corporation continuing to act as Trustee hereunder shall meet the requirements of Section 614 hereof, and if such corporation does not meet the aforesaid requirements, a successor Trustee shall be appointed pursuant to this Article VI.

Section 617. Resignation of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may resign and be discharged of the duties created by this Master Indenture by executing an instrument in writing resigning such duties and specifying the date when such resignation shall take effect, and filing the same with the District and the Trustee not less than sixty (60) days before the date specified in such instrument when such resignation shall take effect, and by giving written notice of such resignation mailed not less than sixty (60) days prior to such resignation date to each Owner as its name and address appear on the registration books of the District maintained by the Bond Registrar. Such resignation shall take effect on the date specified in such notice, unless a successor Paying Agent or Bond Registrar is previously appointed in which event such resignation shall take effect immediately upon the appointment of such successor Paying Agent or Bond Registrar. If the successor Paying Agent or Bond Registrar shall not have been appointed within a period of sixty (60) days following the giving of notice, then the Trustee may appoint a successor Paying Agent or Bond Registrar as provided in Section 619 hereof.

Section 618. Removal of Paying Agent or Bond Registrar. The Paying Agent or Bond Registrar may be removed at any time prior to any Event of Default by the District by filing with the Paying Agent or Bond Registrar to be removed, and with the Trustee, an instrument or instruments in writing executed by an Authorized Officer appointing a successor. Such removal shall be effective thirty (30) days (or such longer period as may be set forth in such instrument) after delivery of the instrument; provided, however, that no such removal shall be effective until

the successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder.

Section 619. Appointment of Successor Paying Agent or Bond Registrar. In case at any time the Paying Agent or Bond Registrar shall be removed, or be dissolved, or if its property or affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy, or for any other reason, then a vacancy shall forthwith and ipso facto exist in the office of the Paying Agent or Bond Registrar, as the case may be, and a successor shall be appointed by the District; and in case at any time the Paying Agent or Bond Registrar shall resign, then a successor shall be appointed by the District. Upon any such appointment, the District shall give written notice of such appointment to the predecessor Paying Agent or Bond Registrar, the successor Paying Agent or Bond Registrar, the Trustee and all Owners. Any new Paying Agent or Bond Registrar so appointed shall immediately and without further act supersede the predecessor Paying Agent or Bond Registrar.

Section 620. Qualifications of Successor Paying Agent or Bond Registrar. Every successor Paying Agent or Bond Registrar (i) shall be a commercial bank or trust company (a) duly organized under the laws of the United States or any state or territory thereof, (b) authorized by law to perform all the duties imposed upon it by this Master Indenture, and (c) capable of meeting its obligations hereunder, and (ii) shall have a combined net capital and surplus of at least \$50,000,000.

Section 621. Acceptance of Duties by Successor Paying Agent or Bond Registrar. Except as provided in Section 622 hereof, any successor Paying Agent or Bond Registrar appointed hereunder shall execute, acknowledge and deliver to the District an instrument accepting such appointment hereunder, and thereupon such successor Paying Agent or Bond Registrar, without any further act, deed or conveyance, shall become duly vested with all the estates, property, rights, powers, duties and obligations of its predecessor hereunder, with like effect as if originally named Paying Agent or Bond Registrar herein. Upon request of such Paying Agent or Bond Registrar, such predecessor Paying Agent or Bond Registrar and the District shall execute and deliver an instrument transferring to such successor Paying Agent or Bond Registrar all the estates, property, rights and powers hereunder of such predecessor Paying Agent or Bond Registrar and such predecessor Paying Agent or Bond Registrar shall pay over and deliver to the successor Paying Agent or Bond Registrar all moneys and other assets at the time held by it hereunder.

Section 622. Successor by Merger or Consolidation. Any corporation into which any Paying Agent or Bond Registrar hereunder may be merged or converted or with which it may be consolidated or into which substantially all of its corporate trust assets shall be sold or otherwise conveyed, or any corporation resulting from any merger or consolidation to which any Paying Agent or Bond Registrar hereunder shall be a party, shall be the successor Paying Agent or Bond Registrar under this Master Indenture without the execution or filing of any paper or any further act on the part of the parties hereto, anything in this Master Indenture to the contrary notwithstanding.

Section 623. Brokerage Statements. The District acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the District the right to receive individual confirmations of security transactions at no additional cost, as they occur, the District specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the District periodic cash transaction statements that include detail for all investment transactions made by the Trustee hereunder.

Section 624. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee will ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE VII FUNDS CONSTITUTE TRUST FUNDS

Section 701. Trust Funds. Subject to the provisions of Section 604 and Section 905(a) hereof, all amounts on deposit in Series Funds or Accounts for the benefit of a Series of Bonds shall:

(a) be used only for the purposes and in the manner herein and in the Supplemental Indenture relating to such Series of Bonds provided and, pending such application, be held by the Trustee in trust for the benefit of the Owners of such Series of Bonds;

(b) be irrevocably pledged to the payment of such Series of Bonds, except for amounts on deposit in the Series Rebate Accounts in the Rebate Fund;

(c) be held and accounted for separate and apart from all other Funds and Accounts, including Series Accounts of other Series of Bonds, and other funds and accounts of the Trustee and the District;

(d) until applied for the purposes provided herein, be subject to a first lien in favor of the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, which lien is hereby created, prior and superior to all other liens now existing or hereafter created, and to a second lien in favor of the Trustee as security for the reasonable compensation for the services of the Trustee hereunder, and also all its reasonable expenses and disbursements, including the reasonable fees and expenses of Trustee's counsel, subordinate and inferior to the security interest granted to the Owners of such Series of Bonds and any pari passu obligations to issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds, but nevertheless payable in the order of priority as set forth in Section 905(a) hereof upon the occurrence of an Event of Default; and

(e) shall not be subject to lien or attachment by any creditor of the Trustee or any creditor of the District or any other Series of Bonds other than the Owners of such Series of Bonds and the issuers of Credit Facilities or Liquidity Facilities with respect to such Series of Bonds.

ARTICLE VIII COVENANTS AND AGREEMENTS OF THE DISTRICT

Section 801. Payment of Bonds. The District shall duly and punctually pay or cause to be paid, but only from the Trust Estate with respect to each Series of Bonds, Debt Service on the dates, at the places, and in the amounts stated herein, in any Supplemental Indenture, and in the Bonds of such Series.

Section 802. Extension of Payment of Bonds. Except as provided in Section 901 hereof, the District shall not directly or indirectly extend the time for payment of the interest on any Bonds. The time for payment of Bonds of any Series shall be the time prescribed in the Supplemental Indenture relating to such Series of Bonds.

Section 803. Further Assurance. At any and all times the District shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, moneys, securities and funds hereby pledged or assigned, or intended so to be, or which the District may become bound to pledge or assign after the date of execution of this Master Indenture.

Section 804. Power to Issue Bonds and Create a Lien. The District hereby represents to the Trustee and to the Owners that it is and will be duly authorized under all applicable laws to issue the Bonds of each Series, to execute this Master Indenture, to adopt Supplemental Indentures, and to pledge its moneys, securities and funds in the manner and to the extent provided herein. Except as provided herein, the District hereby represents that such moneys, securities and funds of the District are and will be free and clear of any pledge, lien, charge or encumbrance thereon and all action on the part of the District to that end has been and will be duly and validly taken. The Bonds of each Series, this Master Indenture and any Supplemental Indenture are and will be the valid and legally enforceable obligations of the District, enforceable in accordance with their terms except to the extent that enforcement thereof may be subject to bankruptcy and other similar laws affecting creditors' rights generally. The District shall at all times, to the extent permitted by law, defend, preserve and protect the pledge and lien created by this Master Indenture and all the rights of the Owners hereunder against all claims and demands of all other persons whomsoever.

Section 805. Power to Undertake Series Projects and to Collect Pledged Revenues. The District has or will have upon the date of issuance of each Series of Bonds, and will have so long as any Bonds are Outstanding, good right and lawful power: (i) to undertake the Series Projects, or it will take such action on its part required which it deems reasonable in order to

obtain licenses, orders, permits or other authorizations, if any, from any agency or regulatory body having lawful jurisdiction which must be obtained in order to undertake such Series Project; and (ii) to fix, levy and collect or cause to be collected any and all Pledged Revenues.

Section 806. Sale of Series Projects. The District covenants that, until such time as there are no Bonds of a Series Outstanding, it will not sell, lease or otherwise dispose of or encumber the related Series Project or any part thereof other than as provided herein. The District may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by the District in connection with a Series Project, or any materials used in connection therewith, if the District shall determine that such articles are no longer needed or are no longer useful in connection with the acquisition, construction, operation or maintenance of a Series Project, and the proceeds thereof may be applied to the replacement of the properties so sold or disposed of and, if not so applied, shall be deposited to the credit of the related Series Acquisition and Construction Account or, after the Date of Completion of the Series Project, shall be applied as provided in the corresponding Supplemental Indenture. The District may from time to time sell or lease such other property forming part of a Series Project which it may determine is not needed or serves no useful purpose in connection with the maintenance and operation of such Series Project, if the Consulting Engineer shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as hereinabove provided for the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be applied as provided in the corresponding Supplemental Indenture.

Notwithstanding the foregoing, the District may: (i) dispose of all or any part of a Series Project, other than a Series Project the revenues to be derived from the operation of which are pledged to a Series of Bonds, by gift or dedication thereof to any unit of local government, or to the State or any agency or instrumentality of either of the foregoing or the United States Government; and/or (ii) impose, declare or grant title to or interests in the Series Project or a portion or portions thereof in order to create ingress and egress rights and public and private utility easements as the District may deem necessary or desirable for the development, use and occupancy of the property within the District; and/or (iii) impose or declare covenants, conditions and restrictions pertaining to the use, occupancy and operation of the Series Projects.

Section 807. Completion and Maintenance of Series Projects. The District shall complete the acquisition and construction of a Series Project with all practical dispatch and in a sound and economical manner. So long as any Series Project is owned by the District, the District shall maintain, preserve and keep the same or cause the same to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation thereof may be properly and advantageously conducted.

Section 808. Accounts and Reports.

(a) **Annual Report.** The District shall, within thirty (30) days of receipt and approval by the District, so long as any Bonds are Outstanding, deliver to each Requesting Owner (hereinafter defined), and otherwise as provided by law, a copy of its annual audit for such year, accompanied by an Accountant's Certificate, including: (i) statements in reasonable detail of its financial condition as of the end of such Fiscal Year and income and expenses for such Fiscal Year, and (ii) statements of all receipts and disbursements of the Pledged Revenues of each Series of Bonds (unless the Pledged Revenues of such Series are remitted directly to the Trustee). The Trustee shall, within ninety (90) days after the close of each Fiscal Year so long as any Bonds are Outstanding, file with the District a summary with respect to each Fund and Account of the deposits thereto and disbursements therefrom during such Fiscal Year and the amounts held therein at the end of such Fiscal Year, or at the option of the Trustee, such summary can be made on a monthly basis. For purposes of the foregoing, the term "Requesting Owner" shall mean the Owner (or beneficial owner in the case of book-entry Bonds) of more than \$1,000,000 aggregate principal amount of any Series of Bonds who requests such information in writing to the District.

(b) **Default Certificate.** The District shall file with the Trustee, so long as any Bonds are Outstanding, a certificate of an Authorized Officer upon the occurrence of an Event of Default as described in Section 902(g) hereof, such certificate to contain a description of the nature of such Event of Default and actions taken or to be taken to remedy such Event of Default.

(c) **Inspection.** The reports, statements and other documents required to be furnished by the District to the Trustee and by the Trustee to the District pursuant to any provisions hereof shall be available for inspection by any Owner at the designated corporate trust office of the Trustee upon the giving of at least five (5) days advance written notice to the Trustee.

(d) **Reports Pursuant to Uniform Special District Accountability Act of 1989.** The District covenants and agrees that it will comply with the provisions of Chapter 189.01 et seq., Florida Statutes, as amended, the Uniform Special District Accountability Act of 1989, to the extent applicable to the District, including any reporting requirements contained therein which are applicable to the District. The District may contract with a service provider selected by the District to ensure such compliance.

Section 809. Arbitrage and Other Tax Covenants. The District hereby covenants that it will not take any action, and will not fail to take any action, which action or failure would cause the Tax Exempt Bonds to become "arbitrage bonds" as defined in Section 148 of the Internal Revenue Code of 1986. The District further covenants that it will take all such actions after delivery of any Tax Exempt Bonds as may be required in order for interest on such Tax Exempt Bonds to remain excludable from gross income (as defined in Section 61 of the Internal Revenue Code of 1986) of the Owners. Without limiting the generality of the foregoing, the District hereby covenants that it will to the extent not remitted by the Trustee from funds held in the Rebate Account, remit to the United States that Rebate Amount at the time and place required by this Master Indenture and any Supplemental Indenture, including any Tax Regulatory Covenants

contained therein. Notwithstanding the foregoing, nothing shall require the District to impose additional assessments, taxes, or other similar amounts, the imposition of which would require an action of the Governing Body.

Section 810. Enforcement of Payment of Assessment. The District will assess, levy, collect or cause to be collected and enforce the payment of Assessments, Benefit Special Assessments, and/or any other sources which constitute Pledged Revenues for the payment of any Series of Bonds in the manner prescribed by this Master Indenture, any Supplemental Indenture and all resolutions, ordinances or laws thereunto appertaining at times and in amounts as shall be necessary in order to pay, when due, the principal of and interest on the Series of Bonds to which such Pledged Revenues are pledged; and to pay or cause to be paid the proceeds of such Assessments as received to the Trustee in accordance with the provisions hereof.

Section 811. Method of Collection of Assessments and Benefit Special Assessments. The District shall levy and collect Assessments and Benefit Special Assessment in accordance with applicable Florida law, including the Act.

Section 812. Delinquent Assessment. If the owner of any lot or parcel of land shall be delinquent in the payment of any Assessment or Benefit Special Assessment pledged to a Series of Bonds, then such Assessment or Benefit Special Assessments shall be enforced in accordance with the provisions of Chapters 170 and/or 197, Florida Statutes, including but not limited to the sale of tax certificates and tax deed as regards such Delinquent Assessment. In the event the provisions of Chapter 197, Florida Statutes, are inapplicable or unavailable, then upon the delinquency of any Assessment or Benefit Special Assessments, the District either on its own behalf or through the actions of the Trustee may, and shall, if so directed in writing by the Majority Owners of the Outstanding Bonds of the Series, declare the entire unpaid balance of such Assessment or Benefit Special Assessment to be in default and, at its own expense, cause such delinquent property to be foreclosed in the same method now or hereafter provided by law for the foreclosure of mortgages on real estate, or pursuant to the provisions of Chapter 173, and Sections 190.026 and/or 170.10, Florida Statutes, or otherwise as provided by law. The District further covenants to furnish, at its expense, to any Owner of Bonds of the related Series so requesting, sixty (60) days after the due date of each annual installment, a list of all Delinquent Assessments, to the extent such information is reasonably available to the District, together with a copy of the District's annual audit and a list of foreclosure actions currently in progress and the current status of such Delinquent Assessments.

Notwithstanding anything to the contrary herein, the District shall be entitled to recover from any foreclosure or other enforcement action before such proceeds are applied to the payment of principal or interest on the Bonds, all fees and costs expended in connection with such foreclosure, regardless of whether such fees and costs are included as part of the Assessments, Benefit Special Assessments or Pledged Revenues. The foregoing is not intended and does not create a right for the District to be paid prior to the Trustee's right as provided in Section 905 hereof.

Section 813. Deposit of Proceeds from Sale of Tax Certificates. If any tax certificates relating to Delinquent Assessments which are pledged to a Series of Bonds are sold by the Tax Collector pursuant to the provisions of Section 197.432, Florida Statutes, or if any such tax certificates are not sold but are later redeemed, the proceeds of such sale or redemption (to the extent that such proceeds relate to the Assessments), less any commission or other charges retained by the Tax Collector, shall, if paid by the Tax Collector to the District, be paid by the District to the Trustee not later than five (5) Business Days following receipt of such proceeds by the District and shall be deposited by the Trustee to the credit of the related Series Revenue Account.

Section 814. Sale of Tax Deed or Foreclosure of Assessment or Benefit Special Assessment Lien. If any property shall be offered for sale for the nonpayment of any Assessment, which is pledged to a Series of Bonds, and no person or persons shall purchase such property for an amount less than or equal to the full amount due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), the property may then be purchased by the District for an amount equal to the balance due on the Assessments or Benefit Special Assessments (principal, interest, penalties and costs, plus attorneys' fees, if any), from any legally available funds of the District and the District shall receive in its corporate name or in the name of a special purpose entity title to the property for the benefit of the Owners of the Series of Bonds to which such Assessments or Benefit Special Assessments were pledged; provided that the Trustee shall have the right, acting at the direction of the Majority Owners of the applicable Series of Bonds secured by such Assessment or Benefit Special Assessment, but shall not be obligated, to direct the District with respect to any action taken pursuant to this paragraph. The District, either through its own actions or actions caused to be taken through the Trustee, shall have the power to lease or sell such property and deposit all of the net proceeds of any such lease or sale into the related Series Revenue Account. Not less than ten (10) days prior to the filing of any foreclosure action as herein provided, the District shall cause written notice thereof to be mailed to any designated agents of the Owners of the related Series of Bonds. Not less than thirty (30) days prior to the proposed sale of any lot or tract of land acquired by foreclosure by the District, it shall give written notice thereof to such representatives. The District, either through its own actions or actions caused to be taken through the Trustee, agrees that it shall be required to take the measures provided by law for the listing for sale of property acquired by it as trustee for the benefit of the Owners of the related Series of Bonds within sixty (60) days after the receipt of the request therefor signed by the Trustee or the Majority Owners of the Outstanding Bonds of such Series.

Section 815. Other Obligations Payable from Assessments or Benefit Special Assessments. The District will not issue or incur any obligations payable from the proceeds of Assessments or Benefit Special Assessments securing a Series of Bonds nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge upon such Assessments or Benefit Special Assessments other than the lien of any Subordinate Debt except for fees, commissions, costs, and other charges payable to the Property Appraiser or to the Tax Collector pursuant to Florida law.

Section 816. Re-Assessments. If any Assessments or Benefit Special Assessments shall be either in whole or in part annulled, vacated or set aside by the judgment of any court, or the District shall be satisfied that any such Assessments or Benefit Special Assessments is so irregular or defective that it cannot be enforced or collected, or if the District shall have omitted to make such Assessments or Benefit Special Assessments when it might have done so, the District shall either: (i) take all necessary steps to cause a new Assessment or Benefit Special Assessment to be made for the whole or any part of such improvement or against any property benefited by such improvement; or (ii) in its sole discretion, make up the amount of such Assessment or Benefit Special Assessment from legally available moneys, which moneys shall be deposited into the related Series Revenue Account. In case any such subsequent Assessment or Benefit Special Assessment shall also be annulled, the District shall obtain and make other Assessments or Benefit Special Assessments until a valid Assessment or Benefit Special Assessment shall be made.

Section 817. General. The District shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the District under law and this Master Indenture, in accordance with the terms of such provisions.

Upon the date of issuance of each Series of Bonds, all conditions, acts and things required by law and this Master Indenture and any Supplemental Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Series of Bonds shall exist, have happened and have been performed and upon issuance the issue of such Series of Bonds shall be within every debt and other limit prescribed by the laws of the State of Florida applicable to the District.

The District shall not enter into any contract or take any action by which the rights of the Trustee or the Bondholders may be impaired and shall, from time to time, execute and deliver such further instruments and take such further action as may be required to carry out the purposes of this Master Indenture and any Supplemental Indenture. For so long as any Bonds are Outstanding hereunder, unless otherwise provided by the Act, the District shall maintain its corporate existence as a local unit of special purpose government under the Act and shall provide for or otherwise require all Series Projects, and all parts thereof owned by the District to be (a) continuously operated, repaired, improved and maintained as shall be necessary to provide adequate service to the lands benefited thereby; and (b) in compliance with all valid and applicable laws, acts, rules, regulations, permits, orders, requirements and directions of any competent public authority.

Section 818. Secondary Market Disclosure. The District covenants and agrees with the Owners, from time to time, of the Bonds issued hereunder to make best efforts to provide, or cause to be provided, on a timely basis, all appropriate information repositories such information and documents as shall be required by applicable law to enable Owners to purchase and resell the Bonds issued, from time to time, hereunder. For purposes of complying with the above-described provision, the District may rely on an opinion of counsel which is familiar with disclosure of information relating to municipal securities. Nothing herein shall, however, require

the District to provide disclosure in order to enable the purchaser of a security in a "private placement transaction," within the meaning of applicable securities laws, to offer or re-sell such security in other than a "private placement transaction." All financial statements provided to a repository shall be in accordance with generally accepted governmental accounting principles and shall be provided to such repository as soon as practicable after the same becomes available. The financial statements shall contain such information as shall be customary for local governments, such as the District. Nothing in this Section 818 is intended to impose upon the District, and this Section 818 shall not be construed as imposing upon the District any disclosure obligations beyond those imposed by applicable law. Failure to comply with the provisions of this Section 818 shall not constitute an Event of Default hereunder, but instead shall be enforceable by mandamus, injunction or any other means of specific performance.

ARTICLE IX EVENTS OF DEFAULT AND REMEDIES

Section 901. Extension of Interest Payment. If the time for payment of interest of a Bond of any Series shall be extended, whether or not such extension be by or with the consent of the District, such interest so extended shall not be entitled, in case of default hereunder, to the benefit or security of this Master Indenture unless the aggregate principal amount of all Bonds of such Bonds then Outstanding and of all accrued interest, the time for payment of which shall not have been extended, shall have previously been paid in full.

Section 902. Events of Default. Each of the following events is hereby declared an Event of Default with respect to a Series of Bonds, but no other Series of Bonds unless otherwise provided in the Supplemental Indenture relating to such Series:

- (a) Any payment of Debt Service on such Series of Bonds is not made when due;
- (b) The District shall for any reason be rendered incapable of fulfilling its obligations hereunder or under the Supplemental Indenture relating to such Series of Bonds;
- (c) The District admits in writing its inability to pay its debts generally as they become due, or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself or for the whole or any part of a related Series Project;
- (d) The District is adjudged insolvent by a court of competent jurisdiction, or is adjudged bankrupt on a petition in bankruptcy filed against the District, or an order, judgment or decree be entered by any court of competent jurisdiction appointing, without the consent of the District, a receiver or trustee of the District or of the whole or any part of its property and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof;

(e) The District shall file a petition or answer seeking reorganization or any arrangement under the Federal bankruptcy laws or any other applicable law or statute of the United States of America or any state thereof;

(f) Under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District's assets or any part thereof, and such custody or control shall not be terminated within ninety (90) days from the date of assumption of such custody or control;

(g) Any portion of the Assessments pledged to a Series shall have become Delinquent Assessments and, as the result thereof, the Indenture provides for the Trustee to withdraw funds in an amount greater than twenty-five percent (25%) of the amount on deposit in a Series Reserve Account to pay Debt Service on the corresponding Series of Bonds (regardless of whether the Trustee does or does not, per the direction of the Majority Owners, actually withdraw such funds from the Series Reserve Account to pay Debt Service on the corresponding Series of Bonds);

(h) The District shall default in the due and punctual performance of any of the material covenants, conditions, agreements and provisions contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds on the part of the District to be performed (other than a default in the payment of Debt Service on the related Series of Bonds when due, which is an Event of Default under subsection (a) above) and such default shall continue for thirty (30) days after written notice specifying such default and requiring same to be remedied shall have been given to the District by the Trustee or, if the Trustee is unwilling or unable to act, by Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds of such Series then Outstanding and affected by such default; and

(i) More than twenty percent (20%) of the Operation and Maintenance Assessments levied by the District on tax parcels subject to Assessments pledged to a Series of Bonds are not paid by the date such are due and payable; provided, however, that such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied.

Section 903. Acceleration of Maturities of Bonds of a Series Under Certain Circumstances. Upon the happening and continuance of any Event of Default specified in clauses (a) through (i) of Section 902 above with respect to a Series of Bonds, the Trustee shall, upon written direction of the Majority Owners of such Series then Outstanding, by a notice in writing to the District, declare the aggregate principal amount of all of the Bonds of such Series then Outstanding (if not then due and payable) to be due and payable immediately and, upon such declaration, the same shall become and be immediately due and payable, anything contained in the Bonds of such Series or in this Master Indenture or in the Supplemental Indenture authorizing such Series to the contrary notwithstanding; provided, however, that no such declaration of acceleration shall occur in the case of Bonds of a Series secured by Assessments, except to the extent that the Assessments have been accelerated and are currently due and payable in accordance with applicable law; and provided further, however, that if at any time after the

aggregate principal amount of the Bonds of any Series then Outstanding shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Master Indenture or the related Supplemental Indenture, moneys shall have accumulated in the related Series Revenue Account sufficient to pay the principal of all matured Bonds of such Series and all arrears of interest, if any, upon all Bonds of such Series then Outstanding (except the aggregate principal amount of any Bonds of such Series then Outstanding that is only due because of a declaration under this Section 903, and except for the interest accrued on the Bonds of such Series since the last Interest Payment Date), and all amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with the Paying Agent, and every other default (other than a default in the payment of the aggregate principal amount of the Bonds of such Series then Outstanding that is due only because of a declaration under this Section 903) shall have been remedied, then the Trustee or, if the Trustee is unable or unwilling to act, the Majority Owners of such Series then Outstanding not then due except by virtue of a declaration under this Section 903, may, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 904. Enforcement of Remedies. Upon the happening and continuance of any Event of Default specified in Section 902 above with respect to a Series of Bonds, the Trustee may protect and enforce the rights of the Owners of the Bonds of such Series under Florida law, and under this Master Indenture, the related Supplemental Indenture and the Bonds of such Series, by such proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein or in the related Supplemental Indenture granted or for the enforcement of any proper legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce such rights.

The Majority Owners of the Bonds of such Series then Outstanding shall, subject to the requirements of Section 607 hereof, have the right, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings by the Trustee hereunder, provided that such directions shall not be in conflict with any rule of law or this Master Indenture and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unduly prejudicial to the rights of the Owners of such Series of Bonds not parties to such direction or would subject the Trustee to personal liability or expense. Notwithstanding the foregoing, the Trustee shall have the right to select and retain legal counsel of its choosing to represent it in any such proceedings. The Trustee may take any other action which is not inconsistent with any direction under this second paragraph of this Section 904.

No Owner of such Series of Bonds shall have any right to pursue any other remedy under this Master Indenture or such Series of Bonds unless: (1) an Event of Default shall have occurred and is continuing; (2) the Majority Owners of such Series Outstanding have requested the Trustee, in writing, to exercise the powers granted in this first paragraph of this Section 904 or to pursue

such remedy in its or their name or names; (3) the Trustee has been offered indemnity satisfactory to it against costs, expenses and liabilities reasonably anticipated to be incurred; (4) the Trustee has declined to comply with such request, or has failed to do so, within sixty (60) days after its receipt of such written request and offer of indemnity; and (5) no direction inconsistent with such request has been given to the Trustee during such 60-day period by the Majority Owners of such Series Outstanding. The provisions of this immediately preceding sentence of this Section 904 are conditions precedent to the exercise by any Owner of such Series of Bonds of any remedy hereunder. The exercise of such rights is further subject to the provisions of Sections 907, 909, 910 and the second paragraph of this Section 904. No one or more Owner of such Series of Bonds shall have any right in any manner whatsoever to enforce any right under this Master Indenture, except in the manner herein provided.

The District covenants and agrees that upon the occurrence and continuance of an Event of Default, it will take such actions to enforce the remedial provisions of the Indenture, the provisions for the collection of Delinquent Assessments, the provisions for the foreclosure of liens of Delinquent Assessments, and will take such other appropriate remedial actions as shall be directed by the Trustee acting at the direction of, and on behalf of, the Majority Owners, from time to time, of the Bonds of a Series. Notwithstanding anything to the contrary herein, and unless otherwise directed by the Majority Owners of the Bonds of a Series and allowed pursuant to Federal or State law, the District acknowledges and agrees that (i) upon failure of any property owner to pay an installment of Assessments collected directly by the District when due, that the entire Assessment on the tax parcel as to which such Delinquent Assessment appertains, with interest and penalties thereon, shall immediately become due and payable as provided by applicable law and the District shall promptly, but in any event within one hundred twenty (120) days, cause to be brought the necessary legal proceedings for the foreclosure of liens of Delinquent Assessments, including interest and penalties with respect to such tax parcel and (ii) the foreclosure proceedings shall be prosecuted to a sale and conveyance of the property involved in said proceedings as now provided by law in suits to foreclose mortgages.

Section 905. Pro Rata Application of Funds Among Owners of a Series of Bonds. Anything in this Master Indenture to the contrary notwithstanding, if at any time the moneys in the Series Funds and Accounts shall not be sufficient to pay Debt Service on the related Series of Bonds when due, such moneys together with any moneys then available or thereafter becoming available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied as follows:

(a) Unless the aggregate principal amount of all the Bonds of such Series shall have become due and payable or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied:

FIRST: to the payment of any then-due fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid;

SECOND: to payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds of such Series, in the order in which such installments become due and payable and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the rates of interest specified in the Bonds of such Series; and

THIRD: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds of such Series which shall have become due (other than Bonds of such Series called for redemption for the payment of which sufficient moneys are held pursuant to this Master Indenture), in the order of their due dates, with interest upon the Bonds of such Series at the rates specified therein from the dates upon which they become due to their payment date, and, if the amount available shall not be sufficient to pay in full the principal of Bonds of such Series due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Owners of the Bonds of such Series entitled thereto without any discrimination or preference except as to any difference in the foregoing rates of interest.

(b) If the aggregate principal amount of all the Bonds of a Series shall have become due and payable in accordance with their terms or shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, all such moneys shall be applied first to the payment of any fees and expenses of the Trustee, including reasonable counsel fees and expenses, to the extent not otherwise paid, and, then the payment of the whole amount of principal and interest then due and unpaid upon the Bonds of such Series, without preference or priority of principal or of interest or of any installment of interest over any other, or of any Bond over any other Bond of such Series, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds of such Series.

(c) If the principal of all the Bonds of a Series shall have been declared due and payable pursuant to the provisions of Section 903 of this Article, and if such declaration shall thereafter have been rescinded and annulled pursuant to the provisions of Section 903 of this Article, then, if the aggregate principal amount of all of the Bonds of such Series shall later become due or be declared due and payable pursuant to the provisions of Section 903 of this Article, the moneys remaining in and thereafter accruing to the related Series Revenue Fund shall be applied in accordance with subsection (b) above.

The provisions of this Section 905 are in all respects subject to the provisions of Section 901 of this Article.

Whenever moneys are to be applied pursuant to this Section 905, such moneys shall be applied by the Trustee at such times as the Trustee in its sole discretion shall determine, having due regard to the amount of such moneys available for application and the likelihood of

additional moneys becoming available for such application. The deposit of such moneys with the Paying Agent shall constitute proper application by the Trustee, and the Trustee shall incur no liability whatsoever to any Owner or to any other person for any delay in applying any such funds, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies such moneys in accordance with such provisions of this Master Indenture as may be applicable at the time of application. Whenever the Trustee shall exercise such discretion in applying such funds, it shall fix the date upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to any Owner until such Bond shall be surrendered to him for appropriate endorsement.

Section 906. Effect of Discontinuance of Proceedings. If any proceeding taken by the Trustee or any Owner on account of any default shall have been discontinued or abandoned for any reason, then the District and the Owner shall be restored to their former positions and rights hereunder, respectively, and all rights and remedies of the Owners shall continue as though no such proceeding had been taken.

Section 907. Restriction on Individual Owner Actions. Except as provided in Section 910 below, no Owner of any of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of this Master Indenture or any Supplemental Indenture, or to enforce any right hereunder or thereunder except in the manner herein or therein provided, and all proceedings at law or in equity shall be instituted and maintained for the benefit of all Owners of the Bonds of such Series.

Section 908. No Remedy Exclusive. No remedy conferred upon the Trustee or the Owners is intended to be exclusive of any other remedy herein or in any Supplemental Indenture provided, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereunder.

Section 909. Delay Not a Waiver. No delay or omission of the Trustee or any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given to the Trustee and the Owners may be exercised from time to time and as often as may be deemed expedient.

Section 910. Right to Enforce Payment of Bonds. Nothing in this Article shall affect or impair the right of any Owner to enforce the payment of Debt Service on the Bond of which such person is the registered Owner, or the obligation of the District to pay Debt Service to the Owner at the time and place specified in such Bond.

Section 911. No Cross Default Among Series. The occurrence of an Event of Default hereunder or under any Supplemental Indenture with respect to any Series of Bonds shall not constitute an Event of Default with respect to any other Series of Bonds, unless the event giving

rise to the Event of Default also constitutes an Event of Default hereunder or under the Supplemental Indenture with respect to such other Series of Bonds.

Section 912. Indemnification. Other than to make proper draws under a Credit Facility, the Trustee shall be under no obligation to institute any suit or to take any remedial proceeding under this Master Indenture or any Supplemental Indenture or to enter any appearance or in any way defend in any suit in which it may be made defendant, or to advance its own money, or to take any steps in the execution of the trusts hereby created or in the enforcement of any rights and powers hereunder, until it shall be indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability. Notwithstanding the foregoing, the indemnification provided by this Section 912 shall not be applicable in cases of the Trustee's negligence or willful misconduct, or in the case of an indemnity from the District, such indemnity may only be requested to be provided to the extent permitted by Florida law.

Section 913. Provisions Relating to Bankruptcy or Insolvency of Landowner. (a) The provisions of this Section 913 shall be applicable both before and after the commencement, whether voluntary or involuntary, of any case, proceeding or other action by or against any owner of any tax parcel, or tax parcels which are in the aggregate, subject to at least three percent (3%) of the Assessments pledged to the Bonds of a Series Outstanding (an "Insolvent Taxpayer") under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization, assignment for the benefit of creditors, or relief of debtors (a "Proceeding").

(b) The District acknowledges and agrees that, although the Bonds of a Series were issued by the District, the Owners of the Bonds of a Series are categorically the party with the ultimate financial stake in the transaction and, consequently, the party with a vested and pecuniary interest in a Proceeding. In the event of any Proceeding involving an Insolvent Taxpayer:

(i) the District hereby agrees that it shall seek to secure the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds of a Series Outstanding, prior to making any election, giving any consent, commencing any action or filing any motion, claim, obligation, notice or application or in taking any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the Outstanding Bonds of a Series or any rights of the Trustee under the Indenture (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within thirty (30) days following request for consent);

(ii) the District hereby agrees that it shall not make any election, give any consent, commence any action or file any motion, claim, obligation, notice or application or take any other action or position in any Proceeding or in any action related to a Proceeding that affects, either directly or indirectly, the Assessments relating to the Bonds of a Series Outstanding, the

Bonds of a Series Outstanding or any rights of the Trustee under the Indenture that are inconsistent with any written consent received (or deemed received) from the Trustee;

(iii) the District hereby agrees that it shall seek the written consent of the Trustee prior to filing and voting in any such Proceeding (provided, however, the Majority Owners shall be deemed to have consented to the proposed action if the District does not receive a written response from the Majority Owners within thirty (30) days following request for consent);

(iv) the Trustee shall have the right, by interpleader or otherwise, to seek or oppose any relief in any such Proceeding that the District, as claimant with respect to the Assessments relating to the Bonds of a Series Outstanding would have the right to pursue, and, if the Trustee chooses to exercise any such rights, the District shall not oppose the Trustee in seeking to exercise any and all rights and taking any and all actions available to the District in connection with any Proceeding of any Insolvent Taxpayer, including without limitation, the right to file and/or prosecute and/or defend any claims and proofs of claims, to vote to accept or reject a plan, to seek dismissal of the Proceeding, to seek stay relief to commence or continue foreclosure or pursue any other available remedies as to the Assessments relating to the Bonds of a Series Outstanding, to seek substantive consolidation, to seek to shorten the Insolvent Taxpayer's exclusivity periods or to oppose any motion to extend such exclusivity periods, to oppose any motion for use of cash collateral or for authority to obtain financing, to oppose any sale procedures motion or any sale motion, to propose a competing plan of reorganization or liquidation, or to make any election under Section 1111(b) of the Bankruptcy Code; and

(v) the District shall not challenge the validity or amount of any claim submitted in good faith in such Proceeding by the Trustee or any valuations of the lands owned by any Insolvent Taxpayer submitted in good faith by the Trustee in such Proceeding or take any other action in such Proceeding which is adverse to Trustee's enforcement of the District's claim and rights with respect to the Assessments relating to the Bonds of a Series Outstanding or receipt of adequate protection (as that term is defined in the Bankruptcy Code). Without limiting the generality of the foregoing, the District agrees that the Trustee shall have the right (i) to file a proof of claim with respect to the Assessments pledged to the Bonds of a Series Outstanding, (ii) to deliver to the District a copy thereof, together with evidence of the filing with the appropriate court or other authority, and (iii) to defend any objection filed to said proof of claim.

The District acknowledges and agrees that it shall not be a defense to a breach of the foregoing covenants that it has acted on advice of counsel in not complying with the foregoing covenants.

(c) Notwithstanding the provisions of the immediately preceding paragraphs, nothing in this Section 913 shall preclude the District from becoming a party to a Proceeding in order to enforce a claim for Operation and Maintenance Assessments, and the District shall be free to pursue such a claim in such manner as it shall deem appropriate in its sole and absolute discretion. Any actions taken by the District in pursuance of its claim for Operation and

Maintenance Assessments in any Proceeding shall not be considered an action adverse or inconsistent with the Trustee's rights or consents with respect to the Assessments relating to the Bonds of a Series Outstanding whether such claim is pursued by the District or the Trustee; provided, however, that the District shall not oppose any relief sought by the Trustee under the authority granted to the Trustee in clause (b)(iv) above.

ARTICLE X EXECUTION OF INSTRUMENTS BY OWNERS AND PROOF OF OWNERSHIP OF BONDS

Section 1001. Execution of Instruments by Owners and Proof of Ownership of Bonds.

Any request, direction, consent or other instrument in writing required or permitted by this Master Indenture or any Supplemental Indenture to be signed or executed by Owners may be in any number of concurrent instruments of similar tenor and may be signed or executed by Owners or their attorneys or legal representatives. Proof of the execution of any such instrument shall be sufficient for any purpose of this Master Indenture and shall be conclusive in favor of the District with regard to any action taken by it under such instrument if verified by any officer in any jurisdiction who, by the laws thereof, has power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signer thereof.

Nothing contained in this Article shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters herein stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future owner of the same Bond in respect of anything done by the Trustee or the District in pursuance of such request or consent.

Section 1002. Deposit of Bonds. Notwithstanding the foregoing, neither the District nor the Trustee shall be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond shall be deposited with the Trustee.

ARTICLE XI SUPPLEMENTAL INDENTURES

Section 1101. Supplemental Indentures Without Owner Consent. The Governing Body from time to time may authorize such indentures supplemental hereto or amendatory hereof as shall not be inconsistent with the terms and provisions hereof (which supplemental indenture shall thereafter form a part hereof), without the consent of the Owners, for the following purposes:

(a) to provide for the initial issuance of a Series of Bonds or refunding bonds of a Series; or

(b) to make any change whatsoever to the terms and provisions of this Master Indenture, but only as such change relates to a Series of Bonds upon the original issuance thereof (or upon the original issuance of refunding bonds of a Series which defease and discharge the Supplemental Indenture of the Series of Bonds to be refunded) under and pursuant to the terms of the Supplemental Indenture effecting such change; or

(c) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Master Indenture; or

(d) to grant to the Owners or to the Trustee on behalf of the Owners any additional rights or security that may lawfully be granted; or

(e) to add to the covenants and agreements of the District in this Master Indenture other covenants and agreements thereafter to be observed by the District to the benefit of the Owners of the Outstanding Bonds; or

(f) to make such changes as may be necessary in order to reflect amendments to Chapters 170, 190, 197 and 298, or other Florida Statutes, so long as, in the opinion of counsel to the District, such changes either: (a) do not have a material adverse effect on the Owners of each Series of Bonds to which such changes relate; or (b) if such changes do have a material adverse effect, that they nevertheless are required to be made as a result of such amendments; or

(g) to modify the provisions of this Master Indenture or any Supplemental Indenture provided that such modification does not, in the written opinion of Bond Counsel, materially adversely affect the interests of the Owners of the Bonds Outstanding, upon which opinion the Trustee may conclusively rely.

Section 1102. Supplemental Indentures With Owner Consent. Subject to the provisions contained in this Section 1102, and not otherwise, the Majority Owners then Outstanding shall have the right, from time to time, anything contained in this Master Indenture to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental hereto or amendatory hereof as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of this Master Indenture; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds then Outstanding and affected by such supplement or amendment,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond;

(b) a reduction in the principal, premium, or interest on any Bond;

(c) a preference or priority of any Bond over any other Bond; or

(d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture.

In addition to the foregoing, the Majority Owners of any Series then Outstanding shall have the right, from time to time, anything contained in this Master Indenture or in the Supplemental Indenture relating to such Series of Bonds to the contrary notwithstanding, to consent to and approve the adoption of such indentures supplemental to the Supplemental Indenture relating to such Series of Bonds or amendatory thereof, but not hereof, as shall be deemed desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the provisions of such Supplemental Indenture or of any indenture supplemental thereto; provided, however, that nothing herein contained shall permit, or be construed as permitting, without the consent of all Owners of Bonds of such Series then Outstanding and affected by such amendment,

(a) an extension of the maturity of, or an extension of the Interest Payment Date on, any Bond of such Series;

(b) a reduction in the principal, premium, or interest on any Bond of such Series;

(c) a preference or priority of any Bond of such Series over any other Bond of such Series; or

(d) a reduction in the aggregate principal amount of the Bonds of such Series required for consent to such indenture supplemental to the Supplemental Indenture.

If at any time the District shall determine that it is desirable to approve any Supplemental Indenture pursuant to this Section 1102, the District shall cause the Trustee to mail, at the expense of the District, notice of the proposed approval to the Owners whose approval is required. Such notice shall be prepared by the District and shall briefly set forth the nature of the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture and shall state that copies thereof are on file with the Secretary for inspection by all affected Owners. The District shall not, however, be subject to any liability to any Owner by reason of its failure to cause the notice required by this Section 1102 to be mailed and any such failure shall not affect the validity of such Supplemental Indenture or indenture supplemental to a Supplemental Indenture when consented to and approved as provided in this Section 1102.

Whenever, at any time within one (1) year after the date of the first mailing of such notice, there shall be delivered to the District an instrument or instruments in writing purporting to be executed by the Owners of the requisite principal amount of the Bonds of such Series Outstanding, which instrument or instruments shall refer to the proposed Supplemental Indenture or indenture supplemental to a Supplemental Indenture described in such notice and shall specifically consent to and approve the execution thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body and

the Trustee may approve such Supplemental Indenture and cause it to be executed, in substantially such form, without liability or responsibility to any Owner.

Section 1103. Opinion of Bond Counsel With Respect to Supplemental Indenture. In addition to the other requirements herein set forth with respect to Supplemental Indentures or indenture supplemental to a Supplemental Indenture, no such indenture shall be effective unless and until there shall have been delivered to the Trustee the opinion of Bond Counsel to the effect that such indenture is permitted pursuant to this Master Indenture and that such indenture is the valid and binding obligation of the District enforceable in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency or general equitable principles, upon which opinion the Trustee may conclusively rely. In addition, if such indenture relates to a Series of Tax Exempt Bonds, such opinion shall also state that such indenture will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the related Series of Bonds.

Section 1104. Supplemental Indenture Part of Indenture. Any supplemental indenture executed in accordance with this Article and approved as to legality by counsel to the District shall thereafter, except as otherwise provided therein, form a part of this Master Indenture. Except as applicable only to Bonds of a Series, all of the terms and conditions contained in any such supplemental indenture amendatory of this Master Indenture shall be part of the terms and conditions hereof.

Section 1105. Insurer or Issuer of a Credit Facility or Liquidity Facility as Owner of Bonds. As long as a Credit Facility or Liquidity Facility securing all or a portion of the Bonds of a Series Outstanding is in effect and the issuer thereof is not in default of any of its obligations under such Credit Facility or Liquidity Facility, as the case may be, the issuer of the Credit Facility or Liquidity Facility or the Insurer, to the extent so authorized in the applicable Supplemental Indenture, will be deemed to be the Owner of the Bonds of such Series secured by the Credit Facility or Liquidity Facility: (i) at all times for the purpose of the execution and delivery of a supplemental indenture or of any amendment, change or modification of the Master Indenture or the applicable Supplemental Indenture or the initiation by Owners of any action to be undertaken by the Trustee at the Owner's request, which under the Master Indenture or the applicable Supplemental Indenture requires the written approval or consent of or can be initiated by the Majority Owners of the Series at the time Outstanding; (ii) at all times for the purpose of the mailing of any notice to Owners under the Master Indenture or the applicable Supplemental Indenture; and (iii) following an Event of Default for all other purposes. Notwithstanding the foregoing, neither an Insurer nor the issuer of a Credit Facility or Liquidity Facility with respect to a Series of Bonds will be deemed to be an Owner of the Bonds of such Series with respect to any such Supplemental Indenture or of any amendment, change or modification of the Master Indenture which would have the effect of permitting: (i) a change in the terms of redemption or maturity of any Bonds of a Series Outstanding or of any installment of interest thereon; or (ii) a reduction in the principal amount or the Redemption Price thereof or in rate of interest thereon; or (iii) reducing the percentage or otherwise affecting the classes of Bonds the consent of the

Owners of which is required to effect any such modification or amendment; or (iv) creating any preference or priority of any Bond of a Series over any other Bond of such Series.

ARTICLE XII DEFEASANCE

Section 1201. Defeasance and Discharge of the Lien of this Master Indenture and Supplemental Indentures.

(a) If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon and the obligations under any Letter of Credit Agreement and any Liquidity Agreement, at the times and in the manner stipulated therein and in this Master Indenture and any Letter of Credit Agreement and any Liquidity Agreement and pays or causes to be paid all other moneys owing hereunder and under any Supplemental Indenture (including, without limitation the fees and expenses of the Trustee, including reasonable counsel fees and expenses), then the lien of this Master Indenture and all covenants, agreements and other obligations of the District to the Owners and the issuer of any Credit Facility or Liquidity Facility shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee upon the request of the District shall execute and deliver to the District all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee and the Paying Agent shall pay over or deliver, as directed by the District, all moneys or securities held by them pursuant to this Master Indenture which are not required for the payment of principal or Redemption Price, if applicable, on Bonds not theretofore surrendered for such payment or redemption or for payment of obligations under any Letter of Credit Agreement and any Liquidity Agreement. If the District pays or causes to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds or of a particular maturity, of a particular Series or of any part of a particular maturity or Series the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Master Indenture, such Bonds shall cease to be entitled to any lien, benefit or security under this Master Indenture, and all covenants, agreements and obligations of the District to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied. Anything to the contrary in this Section 1201 notwithstanding, this Master Indenture shall not be discharged nor shall any Bonds with respect to which moneys or Federal Securities have been deposited in accordance with the provisions of this Section 1201 cease to be entitled to the lien, benefit or security under this Master Indenture, except to the extent that the lien, benefit and security of this Master Indenture and the obligations of the District hereunder shall be limited solely to and such Bonds shall be secured solely by and be payable solely from the moneys or Federal Securities so deposited.

(b) Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee (through deposit pursuant to this Master Indenture of funds for such payment or redemption or otherwise) at the maturity or

redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in this Section 1201. All Outstanding Bonds of any particular maturity or Series shall prior to the maturity or redemption date thereof be deemed to have been paid within the meaning and with the effect expressed in subsection (a) of this Section 1201 if: (i) in case any of such Bonds are to be redeemed on any date prior to their maturity, the District shall have given to the Trustee or the Bond Registrar irrevocable instructions accepted in writing by the Trustee or the Bond Registrar to mail as provided in Article III notice of redemption of such Bonds on such date; (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Federal Securities, the principal of and the interest on which when due shall, as demonstrated in an Accountant's Certificate, provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on or prior to the redemption date or maturity date thereof, as the case may be; (iii) the District shall have given the Trustee or the Bond Registrar in form satisfactory to it irrevocable instructions to mail, postage prepaid, to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice to the registered Owners of such Bonds and to the Registrar that the deposit required by (ii) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section 1201 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on such Bonds; and (iv) an opinion of Bond Counsel to the effect that such defeasance is permitted under this Master Indenture and the Supplemental Indenture relating to the Series of Bonds so defeased and that, in the case of Tax Exempt Bonds, such defeasance will not adversely affect the tax exempt status of such Series of Bonds.

(c) Neither Federal Securities nor moneys deposited with the Trustee pursuant to this Section 1201 nor principal or interest payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or redemption price, if applicable, and interest on such Bonds; provided that any cash received from such principal or interest payments on such Federal Securities deposited with the Trustee: (i) to the extent such cash shall not be required at any time for such purpose as evidenced by an Accountant's Certificate or, and to the extent all obligations under any Letter of Credit Agreement or any Liquidity Agreement are satisfied, as determined by an Insurer or an issuer of any Credit Facility and any Liquidity Facility securing the Bonds with respect to which such Federal Securities have been so deposited, shall be paid over upon the direction of the District as received by the Trustee, free and clear of any trust, lien, pledge or assignment securing such Bonds or otherwise existing under this Master Indenture; and (ii) to the extent such cash shall be required for such purpose at a later date, shall, to the extent practicable, be reinvested in Federal Securities maturing at times and in amounts sufficient to pay when due the principal or redemption price, if applicable, and interest to become due on such Bonds, or obligations under any Letter of Credit Agreement or any Liquidity Agreement, on or prior to such redemption date or maturity date thereof, as the case may be, and interest earned from such reinvestments shall be paid over as received by the Trustee to the District, free and clear of any lien, pledge or security interest

securing such Bonds or otherwise existing under this Master Indenture. For the purposes of this provision, Federal Securities means and includes only such securities which shall not be subject to redemption prior to their maturity other than at the option of the holder thereof.

(d) As to any Variable Rate Bonds, whether discharged and satisfied under the provisions of subsection (a) or (b) above, the amount required for the interest thereon shall be calculated at the maximum rate permitted by the terms of the provisions which authorized the issuance of such Variable Rate Bonds; provided, however, that if on any date, as a result of such Variable Rate Bonds having borne interest at less than such maximum rate for any period, the total amount of moneys and Investment Obligations on deposit for the payment of interest on such Variable Rate Bonds is in excess of the total amount which would have been required to be deposited on such date in respect of such Variable Rate Bonds in order to fully discharge and satisfy such Bonds and obligations under Letter of Credit Agreement and any Liquidity Agreement pursuant to the provisions of this Section 1201, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing said Variable Rate Bonds or otherwise existing under this Master Indenture or under any Letter of Credit Agreement or any Liquidity Agreement.

(e) Notwithstanding any of the provisions of this Master Indenture to the contrary, Option Bonds may only be fully discharged and satisfied either pursuant to subsection (a) above or by depositing in the Series Interest Account, the Series Principal Account and the Series Redemption Account, or in such other accounts which are irrevocably pledged to the payment of the Option Bonds, as the District may create and establish by Supplemental Indenture, moneys which together with other moneys lawfully available therefor shall be sufficient at the time of such deposit to pay when due the maximum amount of principal of and redemption price, if any, and interest on such Option Bonds which could become payable to the Owners of such Bonds upon the exercise of any options provided to the Owners of such Bonds; provided however, that if, at the time a deposit is made pursuant to this subsection (e), the options originally exercisable by the Owner of an Option Bond are no longer exercisable, such Bond shall not be considered an Option Bond for purposes of this subsection (e). If any portion of the moneys deposited for the payment of the principal of and redemption price, if any, and interest on Option Bonds is not required for such purpose and is not needed to reimburse an Insurer or an issuer of any Credit Facility or Liquidity Facility, for obligations under any Letter of Credit Agreement or any Liquidity Agreement, the District may use the amount of such excess free and clear of any trust, lien, security interest, pledge or assignment securing such Option Bonds or otherwise existing under this Master Indenture or any Letter of Credit Agreement or Liquidity Agreement.

(f) Anything in this Master Indenture to the contrary notwithstanding, any moneys held by the Trustee or any Paying Agent in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Trustee or any Paying Agent at such date, or for two (2) years after the date of deposit of such moneys if deposited with the Trustee or Paying Agent after the date when such Bonds became due and payable, shall, at the written request of the District, be repaid by the

Trustee or Paying Agent to the District as its absolute property and free from trust, and the Trustee or Paying Agent shall thereupon be released and discharged with respect thereto and the Owners shall look only to the District for the payment of such Bonds; provided, however, that before being required to make any such payment to the District, the Trustee or Paying Agent shall, at the expense of the District, cause to be mailed, postage prepaid, to any Insurer or any issuer of any Credit Facility or Liquidity Facility, and to each registered Owner of Bonds then Outstanding at the address, if any, appearing upon the registry books of the District, a notice that such moneys remain unclaimed and that, after a date named in such notice, which date shall be not less than thirty (30) days after the date of the mailing of such notice, the balance of such moneys then unclaimed shall be returned to the District.

(g) In the event that the principal and Redemption Price, if applicable, and interest due on the Bonds shall be paid by the Insurer pursuant to a municipal bond insurance policy, the assignment and pledge and all covenants, agreements and other obligations of the District to the Owners of such Bonds shall continue to exist and the Insurer shall be subrogated to the rights of such Owners.

(h) Anything in this Master Indenture to the contrary notwithstanding, the provisions of the foregoing subsections (b) through (g) shall apply to the discharge of Bonds of a Series and to the discharge of the lien of any Supplemental Indenture securing such Series of Bonds as though each reference to the "Master Indenture" were a reference to such "Supplemental Indenture" and as though each reference to "Bonds Outstanding" were a reference to the "Bonds of such Series Outstanding."

Section 1202. Moneys Held in Trust. All moneys and obligations held by an escrow or paying agent or trustee pursuant to this Section 1202 shall be held in trust and the principal and interest of said obligations when received, and said moneys, shall be applied to the payment, when due, of the principal, interest and premium, if any, of the Bonds to be paid or to be called for redemption.

ARTICLE XIII MISCELLANEOUS PROVISIONS

Section 1301. Effect of Covenant. All covenants, stipulations, obligations and agreements of the District contained in this Master Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the District and of the Governing Body of the District to the full extent authorized or permitted by law and all such covenants, stipulations, obligations and agreements shall bind or inure to the benefit of the successor or successors thereof from time to time and any officer, board, body or commission to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

Except as otherwise provided herein, all rights, powers and privileges conferred, and duties and liabilities imposed, upon the District or upon the Governing Body by this Master

Indenture shall be exercised or performed by the Governing Body, or by such other officers, board, body or commission as may be required by law to exercise such powers or to perform such duties.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member, agent or employee of the Governing Body in his or her individual capacity, and neither the members of the Governing Body nor any official executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 1302. Manner of Giving Notice to the District and the Trustee. Any notice, demand, direction, request or other instrument authorized or required by this Master Indenture to be given to or filed with the District or the Governing Body or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of this Master Indenture if and when sent by certified mail, return receipt requested:

To the District, addressed to:

Olympus Community Development District
c/o District Manager
PFM Group Consulting LLC
12051 Corporate Boulevard
Orlando, Florida 32817

To the Trustee, addressed to:

U.S. Bank National Association
500 West Cypress Creek Road
Suite 460
Fort Lauderdale, Florida 33309
Attention: Corporate Trust Department

or to such other address as shall be provided to the other party hereto in writing.

All documents received by the District and the Trustee under this Master Indenture shall be retained in their possession, subject at all reasonable times to the inspection of any Owner and the agents and representatives thereof.

Section 1303. Manner of Giving Notice to the Owners. Any notice, demand, direction, request, or other instrument authorized or required by this Master Indenture to be mailed to the Owners shall be deemed to have been sufficiently mailed if mailed by first class mail, postage pre-paid, to the Owners at their addresses as they appear at the time of mailing on the registration books maintained by the Bond Registrar.

Section 1304. Successorship of District Officers. If the offices of Chairman or Secretary shall be abolished or any two or more of such offices shall be merged or consolidated, or in the event of a vacancy in any such office by reason of death, resignation, removal from office or otherwise, or in the event any such officer shall become incapable of performing the duties of his office by reason of sickness, absence from the District or otherwise, all powers conferred and all obligations and duties imposed upon such officer shall be performed by the officer succeeding to the principal functions thereof or by the officer upon whom such powers, obligations and duties shall be imposed by law.

Section 1305. Inconsistent Provisions. All provisions of any resolutions, and parts thereof, which are inconsistent with any of the provisions of this Master Indenture are hereby declared to be inapplicable to this Master Indenture.

Section 1306. Further Acts; Counterparts. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Master Indenture, for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Master Indenture.

This Master Indenture and any Supplemental Indenture may be executed in duplicate counterparts each of which shall constitute one and the same agreement.

Section 1307. Headings Not Part of Indenture. Any headings preceding the texts of the several Articles and Sections hereof and any table of contents, marginal notes or footnotes appended to copies hereof shall be solely for convenience of reference, and shall not constitute a part of this Master Indenture, nor shall they affect its meaning, construction or effect.

Section 1308. Effect of Partial Invalidity. In case any one or more of the provisions of this Master Indenture or of any Bonds shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Master Indenture or of the Bonds, but this Master Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. The Bonds are issued and this Master Indenture is adopted with the intent that the laws of the State of Florida shall govern their construction.

Section 1309. Attorneys' Fees. Any reference herein to the term "attorneys' fees" or "legal fees" or words of like import shall include but not be limited to fees of legal assistants and paralegals and fees incurred in any and all legal proceedings, including any trial or appellate level proceedings, and any sales tax thereon.

[Remainder of page intentionally left blank]

Section 1310. Effective Date. This Master Indenture shall be effective as of the date first above-written.

(SEAL)

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chairman

ATTEST:

By: _____
Secretary

**U.S. BANK NATIONAL ASSOCIATION,
as Trustee**

By: _____
[Assistant] Vice President

[Master Trust Indenture]

EXHIBIT A

FORM OF REQUISITION

The undersigned, an Authorized Officer of Olympus Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture from the District to U.S. Bank National Association, Fort Lauderdale, Florida, as trustee (the "Trustee"), dated as of _____ 1, 2020 (the "Master Indenture"), as amended and supplemented by the [] Supplemental Indenture from the District to the Trustee, dated as of [] (the Master Indenture as amended and supplemented is hereinafter referred to as the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

(A) Requisition Number:

(B) Name of Payee:

(C) Amount Payable:

(D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments, or, state Costs of Issuance, if applicable):

(E) Fund or Account and subaccount, if any, from which disbursement to be made:

The undersigned hereby certifies that [obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the [] Acquisition and Construction Account and the subaccount, if any, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and construction of the [] Project and each represents a Cost of the [] Project, and has not previously been paid] OR [this requisition is for Costs of Issuance payable from the Costs of Issuance Account that has not previously been paid].

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Attached hereto are copies of the invoice(s) from the vendor of the property acquired or services rendered, bills of sale for a District acquisition, or other similar supporting evidence with respect to which disbursement is hereby requested.

**OLYMPUS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Authorized Officer

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

If this requisition is for a disbursement from other than the Costs of Issuance Account, the undersigned Consulting Engineer hereby certifies that this disbursement is for a Cost of the [] Project and is consistent with: (i) the applicable acquisition or construction contract; (ii) the plans and specifications for the portion of the [] Project with respect to which such disbursement is being made; and (iii) the report of the Consulting Engineer attached as an Exhibit to the [] Supplemental Indenture, as such report shall have been amended or modified on the date hereof.

Consulting Engineer

**Olympus
Community Development District**

**Payment Authorization
Nos. 2 – 5**

Olympus
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 002

3/13/2020

Item No.	Vendor	Invoice Number	General Fund
1	PFM Group Consulting		
	Reimbursables: January 2020 & February 2020	108556	\$ 199.96
	DM Fee: February 2020	DM-03-2020-0092	\$ 4,166.67
	DM Fee: March 2020	DM-03-2020-0093	\$ 4,166.67
TOTAL			\$ 8,533.30

Board Member

Please Return To:
Olympus CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

Olympus
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 003

3/20/2020

Item No.	Vendor	Invoice Number	General Fund
1	Hopping Green & Sams		
	General Counsel Through 02/29/2020	113513	\$ 3,591.00
	Bond Validation Counsel Through 02/29/2020	113514	\$ 984.00
		TOTAL	\$ 4,575.00

Board Member

Please Return To:
Olympus CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

Olympus
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 004

3/27/2020

Item No.	Vendor	Invoice Number	General Fund
1	America's Office Source Custom Stamp	271383	\$ 28.99
2	Egis Insurance Advisors General Liability Insurance	10579	\$ 2,057.00
	Public Officials Liability Insurance	10579	\$ 1,683.00
3	PFM Group Consulting Reimbursables: February 2020	108797	\$ 187.80
TOTAL			\$ 3,956.79

Board Member

Please Return To:
Olympus CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

Olympus
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 005

4/3/2020

Item No.	Vendor	Invoice Number	General Fund
1	Matthews Design Group Engineering Services Through 03/31/2020	183232	\$ 1,609.60
2	PFM Group Consulting Reimbursables: March 2020	108937	\$ 1,000.02
TOTAL			\$ 2,609.62

Board Member

Please Return To:
Olympus CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

Olympus
COMMUNITY DEVELOPMENT DISTRICT

Payment Authorization No. 006

4/17/2020

Item No.	Vendor	Invoice Number	General Fund
1	Orlando Sentinel		
	Legal Advertising on 03/24/2020	OSC18508598	\$ 256.25
	Legal Advertising on 03/27/2020	OSC18508598	\$ 226.25
TOTAL			\$ 482.50

Board Member

Please Return To:
Olympus CDD
c/o PFM Group Consulting, LLC
12051 Corporate Boulevard
Orlando, FL 32817

**Olympus
Community Development District**

**District's Financial Position
And Budget to Actual YTD**

Olympus CDD
Statement of Activities
As of 3/31/2020

	General Fund	Construction Fund	Total
<u>Revenues</u>			
Developer Contributions	\$10,000.00		\$10,000.00
Total Revenues	\$10,000.00	\$0.00	\$10,000.00
<u>Expenses</u>			
Travel and Per Diem	\$76.06		\$76.06
Public Officials' Liability Insurance	1,683.00		1,683.00
Management	8,333.34		8,333.34
District Counsel	3,591.00		3,591.00
Miscellaneous	28.99		28.99
Meeting Room	311.70		311.70
General Insurance	2,057.00		2,057.00
District Counsel		\$984.00	984.00
Total Expenses	\$16,081.09	\$984.00	\$17,065.09
<u>Other Revenues (Expenses) & Gains (Losses)</u>			
Total Other Revenues (Expenses) & Gains (Losses)	\$0.00	\$0.00	\$0.00
Change In Net Assets	(\$6,081.09)	(\$984.00)	(\$7,065.09)
Net Assets At Beginning Of Year	\$0.00	\$0.00	\$0.00
Net Assets At End Of Year	(\$6,081.09)	(\$984.00)	(\$7,065.09)

Olympus CDD
Statement of Financial Position
As of 3/31/2020

	General Fund	Construction Fund	Total
<u>Assets</u>			
<u>Current Assets</u>			
General Checking Account	\$10,000.00		\$10,000.00
Accounts Receivable - Due from Developer	15,000.00		15,000.00
Total Current Assets	\$25,000.00	\$0.00	\$25,000.00
Total Assets	\$25,000.00	\$0.00	\$25,000.00
<u>Liabilities and Net Assets</u>			
<u>Current Liabilities</u>			
Accounts Payable	\$16,081.09		\$16,081.09
Deferred Revenue	15,000.00		15,000.00
Accounts Payable		\$984.00	984.00
Total Current Liabilities	\$31,081.09	\$984.00	\$32,065.09
Total Liabilities	\$31,081.09	\$984.00	\$32,065.09
<u>Net Assets</u>			
Current Year Net Assets - General Government	(6,081.09)		0.00 (6,081.09)
Current Year Net Assets, Unrestricted		(984.00)	0.00 (984.00)
Total Net Assets	(\$6,081.09)	(\$984.00)	(\$7,065.09)
Total Liabilities and Net Assets	\$25,000.00	\$0.00	\$25,000.00