

HARVEST HILLS

COMMUNITY DEVELOPMENT DISTRICT

May 19, 2026

BOARD OF SUPERVISORS REGULAR MEETING AGENDA

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Harvest Hills Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013
<https://harvesthillscdd.net/>

May 12, 2026

Board of Supervisors
Harvest Hills Community Development District

<p><u>ATTENDEES:</u> Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.</p>

Dear Board Members:

The Board of Supervisors of the Harvest Hills Community Development District will hold a Regular Meeting on May 19, 2026 at 5:00 p.m., at Hampton Inn and Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2026-12, Approving a Proposed Budget for Fiscal Year 2026/2027 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
4. Consideration of Resolution 2026-13, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2026/2027 and Providing for an Effective Date
5. Consideration of Resolution 2026-14, to Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Rules of Procedure; and Providing an Effective Date
 - A. Amended Rules of Procedure
6. Consideration of Resolution 2026-04, Designating the Location of the Local District Records Office and Providing an Effective Date
7. Ratification Items
 - A. GIG Fiber, LLC Outdoor Solar Lighting Services Agreement (Harvest Hills Phase 1A and Handcart Road)
 - B. Acquisition of Phase 1A Improvements

- 8. Acceptance of Unaudited Financial Statements as of March 31, 2026
- 9. Approval of April 21, 2026 Regular Meeting and Audit Committee Meeting Minutes
- 10. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *LevelUp Consulting, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: June 16, 2026 at 5:00 PM

- QUORUM CHECK

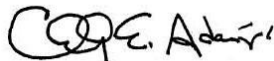
SEAT 1	SETH BENNETT	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	QUINT NOORDSTAR	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	TATIANA PAGAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	MARK ROSCOE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ALEX GROSS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- Performance Measures/Standards & Annual Reporting Form *(for informational purposes)*

- 11. Board Members' Comments/Requests
- 12. Public Comments
- 13. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (239) 464-7114.

Sincerely,



Chesley E Adams, Jr.
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 229 774 8903

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2026-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2026/2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Harvest Hills Community Development District (“**District**”), prior to June 15, 2026, the proposed budget (“**Proposed Budget**”) for the Fiscal Year beginning October 1, 2026 and ending September 30, 2027 (“**Fiscal Year 2026/2027**”); 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 HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2026/2027, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

SECTION 2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____, 2026

HOUR: ____:____ a.m./p.m.

LOCATION: Hampton Inn and Suites by Hilton - Tampa-Wesley Chapel
2740 Cypress Ridge Blvd.
Wesley Chapel, Florida 33544

SECTION 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 Pasco County at least sixty (60) days prior to the hearing set above.

SECTION 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 (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

SECTION 5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

SECTION 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.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 19th day of May, 2026.

ATTEST:

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2026/2027 Proposed Budget

Exhibit A: Fiscal Year 2026/2027 Proposed Budget

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
ADOPTED BUDGET
FISCAL YEAR 2027**

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
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**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 03/31/2026	Projected through 9/30/2026	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ -	\$ -	\$ 457,531
Developer Contribution (Deficit Funding)	-	-	-	-	1,696,260
Landowner contribution: Galvin (59%)	50,188	15,052	29,354	44,406	-
Landowner contribution: M/I Homes (41%)	34,876	5,476	25,005	30,481	-
	<u>85,064</u>	<u>20,528</u>	<u>54,359</u>	<u>74,887</u>	<u>2,153,791</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	36,000	12,000	24,000	36,000	48,000
Legal	25,000	7,281	10,000	17,281	25,000
Engineering	2,000	-	2,000	2,000	10,000
Audit	-	-	-	-	4,100
Arbitrage rebate calculation	-	-	-	-	500
Dissemination agent	583	-	583	583	583
Trustee	-	-	-	-	4,350
Telephone	200	100	100	200	200
Postage	500	78	422	500	500
Printing & binding	500	250	250	500	500
Legal advertising	6,500	276	1,000	1,276	1,500
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,565	-	5,565	7,500
Contingencies/bank charges	750	1,379	1,400	2,779	2,800
Website hosting & maintenance	1,680	850	830	1,680	720
Website ADA compliance	210	-	210	210	210
Total Professional and Admin	<u>79,598</u>	<u>27,954</u>	<u>40,795</u>	<u>68,749</u>	<u>106,638</u>
Field Operations					
Management	-	-	-	-	15,000
Stormwater Management	-	-	-	-	
Wet Pond Maintenance	-	-	-	-	24,750
Wet Pond Erosion Repairs	-	-	-	-	5,000
Aquascaping	-	-	-	-	5,000
Conservation Area Maint.	-	-	-	-	28,500
Monitoring and Reporting	-	-	-	-	10,000
Entry Monuments/Features/Perimeter Walls	-	-	-	-	
Electricity	-	-	-	-	2,500
Pressure Washing, Painting and Maint.	-	-	-	-	10,000
Landscape Maint.	-	-	-	-	
Maint Contract	-	-	-	-	515,000
Plant Replacement	-	-	-	-	25,000
Irrigation Repairs	-	-	-	-	20,000
Maint Contract- Unimproved Area Mowing	-	-	-	-	32,700
Arbor Care	-	-	-	-	30,000

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Adopted Budget FY 2026	Actual through 03/31/2026	Projected through 9/30/2026	Total Actual & Projected	
Irrigation Supply	-	-	-	-	
Maint Contract	-	-	-	-	9,000
Electricity	-	-	-	-	36,000
Repairs/Maint	-	-	-	-	10,000
System Management	-	-	-	-	95,000
Open Spaces and Trails	-	-	-	-	
Pressure Washing	-	-	-	-	3,500
Porter Services	-	-	-	-	10,000
Repairs and Maintenance	-	-	-	-	10,000
Streetlighting	-	-	-	-	
Lease	-	-	-	-	450,000
Streetlight cleaning	-	-	-	-	20,000
Roadway Maint.	-	-	-	-	
Repairs and Maintenance	-	-	-	-	40,000
Amenity Complex	-	-	-	-	
Management Contract	-	-	-	-	280,000
Pool Maint. Contract	-	-	-	-	22,000
Repairs/Maint.	-	-	-	-	15,000
Electricity	-	-	-	-	15,000
Insurance-Property	-	-	-	-	20,000
Internet	-	-	-	-	3,000
Water/Sewer/Propane	-	-	-	-	4,000
Janitorial	-	-	-	-	30,000
Security Amenity Center	-	-	-	-	40,000
Pest Control	-	-	-	-	3,200
Permits/Licenses	-	-	-	-	2,000
Supplies	-	-	-	-	6,000
Contingencies	-	-	-	-	<u>200,000</u>
Total Operations	-	-	-	-	<u>\$2,047,150</u>
Total expenditures	<u>79,598</u>	<u>27,954</u>	<u>40,795</u>	<u>68,749</u>	<u>\$2,153,788</u>
Excess/(deficiency) of revenues	5,466	(7,426)	13,564	6,138	3
Fund balance - beginning (unaudited)	<u>(5,466)</u>	<u>(6,138)</u>	<u>(13,564)</u>	<u>(6,138)</u>	<u>-</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ (13,564)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3</u>

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	10,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	4,100
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	500
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	583
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	4,350
Telephone	200
Postage	500
<p>Telephone and fax machine.</p>	
Printing & binding	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Legal advertising	1,500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Annual special district fee	175
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Insurance	7,500
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Contingencies/bank charges	2,800
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	720
Website ADA compliance	210

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Field Operations

Management	15,000
Field operations management, contract preparation and administration, quality control etc..	
Stormwater Maintenance	
Wet Pond Maintenance	24,750
Review and treatment twice a month, as needed, for algae, submersed weeds and other non beneficial plants that if left unabated would have a negative impact on the stormwater systems ability to operate as designed. Assumes 55 acres.	
Wet Pond Erosion Repairs	5,000
Intended to cover periodic localized wet pond bank repairs.	
Aquascaping	5,000
Intended to cover cost of periodic special maintenance events and supplemental planting	
Conservation Area Maint.	28,500
Covers twice a year maintenance to eradicate exotica and nuisance plants as identified on the State's category I and II list. Assumes 95 acres.	
Monitoring and Reporting	10,000
Intended to cover annual monitoring and reporting of Wetland/Conservation Area performance to appropriate agencies	
Entry Monuments/Features/Perimeter Walls	
Electricity	2,500
Intended to provide for power to the entry monument/features landscape and monument lighting	
Pressure Washing, Painting and Maint.	10,000
Covers routine repairs and maintenance as well as annual pressure washing and periodic painting, including perimeter walls	
Landscape Maint.	
Maint Contract	515,000
All inclusive, including 40 mows, fert/chemical, irrigation checks, mulch once annually, flowers twice, etc for landscape ROWs, perimeter, open spaces and entries. Estimated 19.5 acres of improved landscape area.	
Plant Replacement	25,000
Intended to cover periodic replacement of landscape plants that are underperforming or expired	
Irrigation Repairs	20,000
Intended to cover periodic repairs to the sprinkler systems delivering irrigation water to CDD landscape areas	
Maint Contract- Unimproved Area Mowing	32,700
Covers the costs of mowing unimproved/non irrigated areas such as lake banks and rough areas 24 times annually for estimated 15 acres.	
Arbor Care	30,000
Covers cost associated with periodic canopy tree pruning in maintained areas.	
Irrigation Supply	
Maint Contract	9,000
Monthly Preventative maint visit at 250/mo for a well/pump combo system (Hoover Pump style)	
Electricity	36,000
3-15hp (1000/mo/ea) wells running average of 10 hours/day ea 6 days week average.	
Repairs/Maint	10,000
Periodic repairs/replacement of equipment/components	
System Management	95,000
Includes Managing the supply timing to not only the common areas and parks, but also to the private users.	
Open Spaces and Trails	
Pressure Washing	3,500
Annual pressure washing of benches, hard surfaces and paths	
Porter Services	10,000
Trash receptacle service, bench wipe down, including playground and dog park service (likely performed by landscaping company). Includes minor supplies	
Repairs and Maintenance	10,000
Periodic repairs to benches and trail surfaces	

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Streetlighting	
Lease	450,000
Anticipates a pole and maintenance lease with Gig Fiber and estimates 375 poles at a monthly cost of \$100 per pole.	
Streetlight cleaning	20,000
Cover the costs of cleaning the streetlight fixtures, annually, to insure optimal solar efficiency.	
Roadway Maint.	
Repairs and Maintenance	40,000
Covers the costs of periodic signage, asphalt and curb, gutter, inlet repairs as well as restriping.	
Amenity Complex	
Management Contract	280,000
Assumes full time onsite management with facilities maintenance personnel, including weekends and evenings.	
Pool Maint. Contract	22,000
Anticipates 3 days a week chemistry check and adjustment/2 days a week cleaning for 2 pools.	
Repairs/Maint.	15,000
Pools/Structures/Systems. Includes pressure wash all hard surfaces once annually	
Electricity	15,000
Includes restroom, pool and landscape lighting assumes POOL NOT HEATED	
Insurance-Property	20,000
Specific to amenity complex facilities	
Internet	3,000
Basic package for credential entry system and wi-fi package	
Water/Sewer/Propane	4,000
Assumes the pool will not be heated	
Janitorial	30,000
2 days a week including restrooms, community room, lanai and recreation areas	
Security Amenity Center	40,000
ADT type of building camera/sensor monitoring service and credential entry system by same	
Pest Control	3,200
once a quarter inspection and treatment as needed	
Permits/Licenses	2,000
annual Health Dept. for pools	
Supplies	6,000
miscellaneous supplies	
Contingencies	200,000
Total expenditures	<u><u>\$ 2,153,788</u></u>

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2026
FISCAL YEAR 2027**

	Fiscal Year 2026				Proposed Budget FY 2027
	Proposed Budget FY 2026	Actual through 3/31/2026	Projected through 9/30/2026	Total Actual & Projected Revenue & Expenditures	
REVENUES					
Assessment levy: off-roll	\$ -	\$ -	\$ 195,328	\$ 195,328	\$ 411,813
Developer contribution	-	-	-	-	-
Interest	-	-	-	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>195,328</u>	<u>195,328</u>	<u>411,813</u>
EXPENDITURES					
Debt service					
Principal	-	-	-	-	95,000
Interest	-	-	-	-	353,701
Cost of issuance	-	176,122	-	176,122	-
Total expenditures	<u>-</u>	<u>176,122</u>	<u>-</u>	<u>176,122</u>	<u>448,701</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(176,122)	195,328	19,206	(36,888)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	-	516,096	-	516,096	-
Underwriter's discount	-	(119,100)	-	(119,100)	-
Total other financing sources/(uses)	<u>-</u>	<u>396,996</u>	<u>-</u>	<u>396,996</u>	<u>-</u>
Net increase/(decrease) in fund balance	-	220,874	195,328	416,202	(36,888)
Fund balance:					
Beginning fund balance (unaudited)	-	(10,553)	210,321	(10,553)	405,649
Ending fund balance (projected)	<u>\$ -</u>	<u>\$210,321</u>	<u>\$ 405,649</u>	<u>\$ 405,649</u>	<u>368,761</u>
Use of fund balance:					
Debt service reserve account balance (required)					(205,906)
Interest expense - November 1, 2027					(156,426)
Projected fund balance surplus/(deficit) as of September 30, 2027					<u>\$ 6,429</u>

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2026 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/26			195,327.63	195,327.63	7,850,000.00
05/01/27	95,000.00	4.100%	158,373.75	253,373.75	7,755,000.00
11/01/27			156,426.25	156,426.25	7,755,000.00
05/01/28	100,000.00	4.100%	156,426.25	256,426.25	7,655,000.00
11/01/28			154,376.25	154,376.25	7,655,000.00
05/01/29	105,000.00	4.100%	154,376.25	259,376.25	7,550,000.00
11/01/29			152,223.75	152,223.75	7,550,000.00
05/01/30	105,000.00	4.100%	152,223.75	257,223.75	7,445,000.00
11/01/30			150,071.25	150,071.25	7,445,000.00
05/01/31	110,000.00	4.100%	150,071.25	260,071.25	7,335,000.00
11/01/31			147,816.25	147,816.25	7,335,000.00
05/01/32	115,000.00	4.100%	147,816.25	262,816.25	7,220,000.00
11/01/32			145,458.75	145,458.75	7,220,000.00
05/01/33	120,000.00	4.100%	145,458.75	265,458.75	7,100,000.00
11/01/33			142,998.75	142,998.75	7,100,000.00
05/01/34	125,000.00	5.300%	142,998.75	267,998.75	6,975,000.00
11/01/34			139,686.25	139,686.25	6,975,000.00
05/01/35	135,000.00	5.300%	139,686.25	274,686.25	6,840,000.00
11/01/35			136,108.75	136,108.75	6,840,000.00
05/01/36	140,000.00	5.300%	136,108.75	276,108.75	6,700,000.00
11/01/36			132,398.75	132,398.75	6,700,000.00
05/01/37	150,000.00	5.300%	132,398.75	282,398.75	6,550,000.00
11/01/37			128,423.75	128,423.75	6,550,000.00
05/01/38	155,000.00	5.300%	128,423.75	283,423.75	6,395,000.00
11/01/38			124,316.25	124,316.25	6,395,000.00
05/01/39	165,000.00	5.300%	124,316.25	289,316.25	6,230,000.00
11/01/39			119,943.75	119,943.75	6,230,000.00
05/01/40	175,000.00	5.300%	119,943.75	294,943.75	6,055,000.00
11/01/40			115,306.25	115,306.25	6,055,000.00
05/01/41	185,000.00	5.300%	115,306.25	300,306.25	5,870,000.00
11/01/41			110,403.75	110,403.75	5,870,000.00
05/01/42	195,000.00	5.300%	110,403.75	305,403.75	5,675,000.00
11/01/42			105,236.25	105,236.25	5,675,000.00
05/01/43	205,000.00	5.300%	105,236.25	310,236.25	5,470,000.00
11/01/43			99,803.75	99,803.75	5,470,000.00
05/01/44	215,000.00	5.300%	99,803.75	314,803.75	5,255,000.00
11/01/44			94,106.25	94,106.25	5,255,000.00
05/01/45	225,000.00	5.300%	94,106.25	319,106.25	5,030,000.00
11/01/45			88,143.75	88,143.75	5,030,000.00
05/01/46	240,000.00	5.300%	88,143.75	328,143.75	4,790,000.00
11/01/46			81,783.75	81,783.75	4,790,000.00
05/01/47	255,000.00	5.650%	81,783.75	336,783.75	4,535,000.00
11/01/47			74,580.00	74,580.00	4,535,000.00
05/01/48	270,000.00	5.650%	74,580.00	344,580.00	4,265,000.00
11/01/48			66,952.50	66,952.50	4,265,000.00
05/01/49	285,000.00	5.650%	66,952.50	351,952.50	3,980,000.00
11/01/49			58,901.25	58,901.25	3,980,000.00
05/01/50	300,000.00	5.650%	58,901.25	358,901.25	3,680,000.00

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2026 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/50			50,426.25	50,426.25	3,680,000.00
05/01/51	320,000.00	5.650%	50,426.25	370,426.25	3,360,000.00
11/01/51			41,386.25	41,386.25	3,360,000.00
05/01/52	335,000.00	5.650%	41,386.25	376,386.25	3,025,000.00
11/01/52			31,922.50	31,922.50	3,025,000.00
05/01/53	355,000.00	5.650%	31,922.50	386,922.50	2,670,000.00
11/01/53			21,893.75	21,893.75	2,670,000.00
05/01/54	375,000.00	5.650%	21,893.75	396,893.75	2,295,000.00
11/01/54			11,300.00	11,300.00	2,295,000.00
05/01/55	400,000.00	5.650%	11,300.00	411,300.00	1,895,000.00
11/01/55			-	-	1,895,000.00
Total	5,955,000.00		6,118,491.38	12,073,491.38	

**HARVEST HILLS
 COMMUNITY DEVELOPMENT DISTRICT
 ASSESSMENT COMPARISON
 PROJECTED FISCAL YEAR 2027 ASSESSMENTS**

Off-Roll Assessments

Product/Parcel	Units	FY 2027 O&M Assessment per Unit	FY 2027 DS Assessment per Unit	FY 2027 Total Assessment per Unit	FY 2026 Total Assessment per Unit
SF 50'	121	\$ 1,997.95	\$ 1,643.31	\$ 3,641.26	n/a
SF 60'	108	1,997.95	1,971.97	3,969.92	n/a
Total	229				

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2026-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2026/2027 AND PROVIDING FOR AN EFFECTIVE DATE

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

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2026/2027 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2026/2027 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2026/2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

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

PASSED AND ADOPTED this 19th day of May, 2026.

ATTEST:

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2026/2027 MEETING SCHEDULE		
LOCATION		
<i>Hampton Inn and Suites by Hilton - Tampa-Wesley Chapel 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2026	Regular Meeting	11:00 AM
November 3, 2026	Landowners' Meeting	11:00 AM
November 17, 2026	Regular Meeting	11:00 AM
December 15, 2026	Regular Meeting	5:00 PM
January 19, 2027	Regular Meeting	5:00 PM
February 16, 2027	Regular Meeting	11:00 AM
March 16, 2027	Regular Meeting	11:00 AM
April 20, 2027	Regular Meeting	11:00 AM
May 18, 2027	Regular Meeting	5:00 PM
June 15, 2027	Regular Meeting	5:00 PM
July 20, 2027	Regular Meeting	11:00 AM
August 17, 2027	Regular Meeting	11:00 AM
September 21, 2027	Regular Meeting	5:00 PM
<p><i>All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.</i></p>		

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2026-14

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

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

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

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

SECTION 1. A Public Hearing will be held to adopt Rules of Procedure on _____, 2026, at ___:___ a.m./p.m., at Hampton Inn and Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

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

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

PASSED AND ADOPTED this 19th day of May, 2026.

ATTEST:

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

5A

RULES OF PROCEDURE
HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT
RULE NO. 2026-_____
EFFECTIVE AS OF _____, 2026

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Rule 1.0 General. These Rules of Procedure supersede and replace all previously adopted Rules of Procedure.

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

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

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

Rule 1.1 Board of Supervisors; Officers and Voting.

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

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

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

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

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
 - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
 - (4) Record Book. The Board shall keep a permanent record book entitled “**Record of Proceedings**,” in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
 - (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation within the county or counties in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
 - (6) Votes Required. No Board member who is present at any meeting of the District Board at which an official decision, ruling, or other official act is to be taken or adopted may abstain from voting in regard to any such decision, ruling, or act; and a vote shall be recorded or counted for each such Board member present, except when, with respect to any such member, there is, or appears to be, a possible conflict of interest under the provisions of s. 112.311, s. 112.313, or s. 112.3143 of the Florida Statutes.
 - (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, “**voting conflict of interest**” shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member’s special private gain or loss or

the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

- (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

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

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

file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

Law Implemented: §§ 112.3143, 190.006, 190.007, 286.012, Fla. Stat.

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
 - (b) Official minutes of meetings, including adopted resolutions of the Board;
 - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
 - (d) Adopted engineer's reports;
 - (e) Adopted assessment methodologies/reports;
 - (f) Adopted disclosure of public financing;
 - (g) Limited Offering Memorandum for each financing undertaken by the District;
 - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
 - (i) District policies and rules;
 - (j) Fiscal year end audits; and
 - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

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

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

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

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

Rule 1.3 Public Meetings, Hearings, and Workshops.

- (1) Notice. Except in emergencies, or as otherwise authorized or required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation within the county or counties in which the District is located. A newspaper is deemed to be a newspaper of "general circulation" in the county in which the District is located if such newspaper has been in existence for two (2) years at the time of publication of the applicable notice (unless no newspaper within the county has been published for such length) and satisfies the criteria of section 50.011(1) of the Florida Statutes, or if such newspaper is a direct successor of a newspaper which has been so published, as such provisions may be amended from time to time by law. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published as provide in Chapter 50 of the Florida Statutes, and such notice published consistent therewith shall satisfy the requirement to give at least seven (7) days' public notice as required herein. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
 - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
 - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
 - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at _____ . If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
 - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

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

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

- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any i) confidential and ii) confidential and exempt information, shall be available to the public at least seven (7) days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

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

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

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

the annual budget(s). Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
 - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
 - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
 - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.
- (14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, Florida Statutes, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

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

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

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

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

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

Rule 2.0 Rulemaking Proceedings.

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of a Notice of Rule Development by the District as required by Section 2 of this Rule. A “**rule**” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District. Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

- (2) Requirements of a Rule. All District rules as drafted shall:
 - (a) Contain only one subject;
 - (b) Include readable language, meaning it avoids i) the use of obscure words and unnecessarily long or complicated constructions, and ii) the use of unnecessary technical or specialized language that is understood only by members of particular trades or professions;
 - (c) Be indefinite such that the rule does not include a provision whereby the rule, or a portion thereof, automatically expires or is repealed on a specific date or at the end of a specified period, unless otherwise expressly authorized by law; and
 - (d) Only incorporate material by reference in compliance with Section 120.54(1)(i) of the Florida Statutes.

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

- (4) Notice of Rule Development.

- (a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of a proposed rule (“**Notice of Rule Development**”) setting forth the following:
 - (i) the subject area to be addressed by rule development;
 - (ii) A short, plain explanation of the purpose and effect of the proposed rule;
 - (iii) The grant of rulemaking authority for the proposed rule;
 - (iv) The law being implemented;
 - (v) The proposed rule number; and
 - (vi) If available, either the preliminary text of the proposed rule and any incorporated documents, or a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft of such rule or documents.
- (b) The Notice of Rule Development shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the Notice of Rulemaking required by Section 5 of this Rule, and at least thirty-five (35) days prior to the intended action.

(5) Notice of Rulemaking.

- (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall provide notice of its intended action (the “**Notice of Rulemaking**”) setting forth the following:
 - (i) A short, plain explanation of the purpose and effect of the proposed rule;
 - (ii) The proposed rule number;
 - (iii) A summary of the proposed rule or amendment;
 - (iv) The full text of the proposed rule or amendment and a summary thereof, unless not required pursuant to 120.81(2)(b) of the Florida Statutes or other Florida law;
 - (v) The grant of rulemaking authority for the proposed rule;

- (vi) The law being implemented or interpreted;
 - (vii) The name, e-mail address, and telephone number of the agency employee who may be contacted regarding the intended action;
 - (viii) A concise summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, that describes the regulatory impact of the rule in readable language;
 - (ix) The District's website where the statement of estimated regulatory costs can be viewed, in its entirety, if one has been prepared;
 - (x) A statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice;
 - (xi) A statement as to whether, based on the SERC or other information expressly relied upon and described by the District if no statement of regulatory costs is required, the proposed rule is expected to require legislative ratification pursuant to Section 120.541(3) of the Florida Statutes;
 - (x) The date, time, and location of the public hearing on the proposed rule;
 - (xi) The name, address, and telephone number of the District contact person who can provide information about the public hearing; and
 - (xii) A reference to both the date on which and the place where the Notice of Rule Development required by Section 4 of this Rule appeared, except when the intended action is the repeal of a rule.
- (b) The Notice of Rulemaking shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days after the Notice of Rule Development required by Section 4 of this Rule, and at least twenty-eight (28) days prior to the intended action. If the Notice of Rulemaking is not published within one-hundred eighty (180) days of the publication of the Notice of Rule Development, then the District's Board shall approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty

(180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.

- (c) The Notice of Rulemaking shall be mailed or delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days before publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice of the District's rulemaking proceedings. Such persons must furnish a mailing address or e-mail address, and may be required to pay the cost of copying and mailing as applicable.
- (d) As of the date of publication of the Notice of Rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the proposed rule, including all material proposed to be incorporated by reference.

(6) Modification of Rules.

(a) Technical Changes.

- (i) Prior to rule adoption, the District shall publish a notice of correction ("**Notice of Correction**") if any of the information that is required to be included in the Notice of Rulemaking, including technical changes that correct citations or grammatical, typographical or similar errors that do not otherwise affect the substance of the rule, is omitted or is incorrect. A Notice of Correction cannot be used to make substantive changes to the rule text. The Notice of Correction shall be published in a newspaper of general circulation within the county or counties in which the District is located at least seven (7) days prior to the intended action.
- (ii) After rule adoption, a technical change to a rule may be approved at any time by the District. Promptly thereafter, a Notice of Correction shall be published by the District in the manner set forth in Section 6(a)(i) of this Rule.

(b) Substantive Changes.

- (i) Prior to rule adoption, the District may publish a notice of change ("**Notice of Change**") if there is any substantive change, other than a technical change that corrects citations or grammatical, typographical or similar errors that do not otherwise affect the

substance of the rule, to a proposed rule, including any material incorporated by reference, or to a SERC. The Notice of Change shall address a summary of the change and may be published in a newspaper of general circulation within the county or counties in which the District is located at least twenty-one (21) days prior to the intended action or as otherwise permissible . The Notice of Change shall also be sent to those persons set forth in Section 5(C) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings. Any substantive change must be either be:

1. Supported by the record of the public hearing held on the proposed rule;
 2. In response to written materials submitted to the District;
- or
3. In response to an objection with the proposed rule by the District Board.
- (ii) After rule adoption, a substantive change to a rule shall be effectuated by initiating rulemaking as set forth in this Rule.

(7) Withdrawal of Proposed Rules.

- (a) Prior to the adoption of a rule, the District may elect to withdraw the proposed rule in whole or in part. After a rule has become effective, the District may only amend or repeal the rule through initiating the rulemaking procedures set forth in this Rule.
- (b) Prior to the adoption of a rule, the District shall withdraw the proposed rule if the District has either failed to adopt such rule within one-hundred eighty (180) days of the publication of the Notice of Rule Development required by Section 4 of this Rule or to approve a concise statement at least seven (7) days prior to the conclusion of the one-hundred eighty (180) day timeframe identifying the reason for the delay, which may be supplemented quarterly until the District has adopted the proposed rule.
- (c) In the event of a withdrawal of a proposed rule, the District shall publish a notice (“**Notice of Rule Withdrawal**”) in a newspaper of general circulation within the county or counties in which the District is located, and shall provide notice to those persons set forth in Section 5(c) of this Rule that have made requests of the District for advance notice of its rulemaking proceedings.

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

(8) Rule Development Workshops.

- (a) Whenever requested in writing by any affected person, the District must conduct a rule development workshop prior to proposing rules for adoption for the purposes of rule development or information gathering for the preparation of the SERC, unless the Chairperson explains in writing why a workshop is unnecessary. The District may initiate a rule development workshop, but is not required to do so.
- (b) If a workshop is held, the District must ensure that the person(s) responsible for preparing the rule and the SERC, if applicable, are available to explain the District's proposed rule and to respond to questions or comments regarding the rule being developed.
- (c) The notice of any workshop shall be published in a newspaper of general circulation within the county or counties in which the District is located at least fourteen (14) days prior to the workshop setting forth the following:
 - (i) The place, date, and time of the workshop;
 - (ii) The subject area that will be addressed; and
 - (iii) The District Manager's contact information.

(9) Petitions to Initiate Rulemaking.

- (a) All Petitions to Initiate Rulemaking Proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. District staff shall forward a copy of the petition to the District's Board within seven (7) days of its receipt.

- (b) If the petition is directed to an adopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
- (c) If the petition is directed to an unadopted rule, within thirty (30) days following the date of filing a petition, the District shall either i) initiate rulemaking, or ii) set a public hearing to consider whether the public interest is served adequately by the application of the proposed rule on a case-by-case basis, as contrasted with its formal adoption as a rule.
 - (i) If the District elects to hold a public hearing, notice of the public hearing (“**Notice of Rulemaking Petition Public Hearing**”) shall be published in a newspaper of general circulation within the county or counties in which the District is located. The public hearing shall be held by the District within thirty (30) days after publication of the Notice of Rulemaking Petition Public Hearing.
 - (ii) Not later than thirty (30) days following the date of the public hearing held pursuant to Section 9(c)(i) of this Rule, the District shall either i) initiate rulemaking proceedings, ii) otherwise comply with the requested action, or iii) deny the petition with a written statement of its reasons for the denial.
 - 1. If the District decides to initiate rulemaking it shall proceed with the rulemaking process as set forth in this Rule.
 - 2. If the District decides to not initiate rulemaking or otherwise comply with the requested action, the District shall publish a statement of its reasons for not initiating rulemaking or otherwise complying with the requested action and of any changes it will make in the scope or application of the unadopted rule (the “**Notice of Denial of Rulemaking Petition**”). The Notice of Denial of Rulemaking Petition shall be published in a newspaper of general circulation within the county or counties in which the District is located.
- (d) Nothing in this Rule shall be construed as requiring the District to adopt, amend, or repeal a rule as initiated by petition.

(10) Public Hearing.

- (a) The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the Notice of Rulemaking, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. When a public hearing is held, the District shall ensure that staff is available to explain the proposed rule and to respond to questions or comments regarding the proposed rule. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (b) The District shall publish notice of the public hearing (“**Notice of Public Hearing**”) in a newspaper of general circulation within the county or counties in which the District is located, either in the text of the Notice of Rulemaking or in a separate publication at least seven (7) days before the scheduled public hearing. The Notice of Public Hearing shall include the following information:
 - (i) The date, time, and location of the public hearing; and
 - (ii) The name, address, and telephone number of the District contact person who can provide information about the public hearing.

(11) Emergency Rule Adoption.

- (a) The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action or if the Legislature authorizes the District to adopt emergency rules. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District.
- (b) At the time or prior to the adoption of an emergency rule, the District shall post on its website a notice regarding its adoption of the emergency rule (the “**Notice of Emergency Rule**”) which includes the specific facts and reasons for finding an immediate danger to the public health, safety, or welfare and its reasons for concluding that procedure used is fair under the circumstances. The Notice of Emergency Rule shall thereafter be promptly published in a newspaper of general circulation within the county or counties in which the District is located, and shall include the following information:

- (i) The full text of the rule(s); and
 - (ii) The District’s findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority.
- (c) An emergency rule shall be effective immediately upon adoption by the District, or on a date less than twenty (20) days thereafter if specified in the emergency rule if the District finds that a later effective date is necessary because of immediate danger to the public health, safety, or welfare. An emergency rule may not be effective for a period of more than ninety (90) days after adoption and may not be renewable, unless the District has initiated rulemaking to adopt rules addressing the subject of the emergency rule and either i) a challenge to the proposed rules has been filed and remains pending or ii) the proposed rules are awaiting ratification by the Legislature, if applicable. Nothing in this paragraph prohibits the District from adopting a rule identical to the emergency rule through the non-emergency rulemaking procedures set forth in this Rule.
 - (i) If an emergency rule is being renewed in accordance with Section 11(d) of this Rule, notice of the renewal of the emergency rule (the “**Notice of Renewal of Emergency Rule**”) shall be published before the expiration of the existing emergency rule. The Notice of Renewal of Emergency Rule shall be published in a newspaper of general circulation within the county or counties in which the District is located and shall include the specific facts and reasons for such renewal.
 - (ii) For emergency rules with an effective period of longer than ninety (90) days which are intended to replace an existing rule, the Rulemaking Record for the existing rule, as required by Section 13 of this Rule, shall specifically identify the emergency rule that is intended to supersede the existing rule as well as the date that the emergency rule was adopted by the District.
- (d) The District may supersede an emergency rule in effect through the adoption of another emergency rule before the superseded rule expires. The District shall post on its website and publish a Notice of Emergency Rule, in accordance with Section 11(b) of this Rule, identifying the reason for adopting the superseding rule. The superseding rule shall not be in effect longer than the duration of the effective period of the superseded rule.

- (e) The District may make technical changes to an emergency rule within the first seven (7) days after the rule is adopted, and such changes shall be published in a Notice of Correction as set forth in Section 6(a) of this Rule.
 - (f) The District may repeal an emergency rule before it expires by publishing a notice (“**Notice of Repeal of Emergency Rule**”) in a newspaper of general circulation within the county or counties in which the District is located. The Notice of Repeal of Emergency Rule shall include the following information:
 - (i) The full text of the emergency rule and a summary thereof;
 - (ii) The rule number; and
 - (iii) A short and plain explanation as to why the conditions specified in the Notice of Emergency Rule no longer require the emergency rule.
- (12) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation within the county or counties in which the District is located.
- (13) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record (“**Rulemaking Record**”) which shall be on file with the District at least twenty-one (21) days prior to the proposed adoption date of the rule. The Rulemaking Record shall include, as applicable:
- (a) A copy of the rule;
 - (b) Any material incorporated by reference in the rule;
 - (c) A detailed written statement of the facts and circumstances justifying the proposed rule;
 - (d) Any SERC for the rule, if required by Section 120.54(3)(b)1. of the Florida Statutes or otherwise prepared, and any information created or used by the District in determining whether a SERC is required;
 - (e) A statement of the extent to which the proposed rule relates to federal standards on rules on the same subject;

- (f) The Notice of Rule Development, Notice of Rulemaking, and notice(s) of any workshops held pursuant to Section 8 of this Rule; and
- (g) If an emergency rule is intended to supersede an existing rule, the emergency rule number and the date that the emergency rule was adopted by the District.

(14) Petitions to Challenge Rules.

- (a) Any person substantially affected by a proposed or existing rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
 - (i) A petition alleging the invalidity of a proposed rule shall be filed within twenty-one (21) days after the date of publication of Notice of Rulemaking, within ten (10) days after the final public hearing is held on the proposed rule; within twenty (20) days after the SERC or revised SERC has been prepared and made available as provided in Section 120.541(1)(d) of the Florida Statutes, if applicable; or within twenty (20) days after the date of publication of the Notice of Rule Withdrawal required by Section 7(c) of this Rule.
 - (ii) A petition alleging the invalidity of an existing rule may be filed at any time during which the rule is in effect.
- (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a proposed or existing rule is substantially affected by it. A person who is not substantially affected by the proposed rule as initially noticed, but who is substantially affected by the rule as a result of a change, may challenge any provision of the resulting proposed rule.
- (c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, or seven (7) days if the challenge relates to an emergency rule, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, or fourteen (14) days if the challenge relates to an emergency rule, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be

presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

- (d) At the hearing, the petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (e) Hearings held under this section shall be de novo in nature. For proposed rules, the petitioner has the burden to prove by a preponderance of the evidence that it would be substantially affected by the proposed rule, and the District has the burden to prove by a preponderance of the evidence that the proposed rule is not an invalid exercise of delegated legislative authority as to the objections raised. For existing rules, the petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. During the hearing, the hearing officer may:
 - (i) Administer oaths and affirmations;
 - (ii) Rule upon offers of proof and receive relevant evidence;
 - (iii) Regulate the course of the hearing, including any pre-hearing matters;
 - (iv) Enter orders; and
 - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) Within thirty (30) days after the hearing, or fourteen (14) days of the challenge relate to an emergency rule, the hearing officer shall render a decision and state the reasons therefor in writing. The hearing officer's order shall be considered final agency action. The hearing officer may declare all or part of a proposed or existing rule invalid. For a proposed rule, the proposed rule or provision thereof declared invalid shall not be adopted unless the decision of the hearing officer is reversed on appeal. In the event part of a proposed rule is declared invalid, the District may, in its sole discretion, withdraw the proposed rule in its entirety. For an existing rule, the rule or part thereof declared invalid shall become void when the time for filing an appeal expires. In the event that a proposed or existing rule has been declared invalid in whole or part, the District shall promptly publish notice of such occurrence published in a newspaper of

general circulation within the county or counties in which the District is located.

- (15) 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. The District shall maintain a record of the type and disposition of each petition filed.

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

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

Law Implemented: §§ 120.54, 120.542, 120.56, 120.81(2)(b), 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

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

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

- (h) **“Emergency Purchase”** means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.
- (i) **“Invitation to Bid”** is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) **“Invitation to Negotiate”** means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) **“Negotiate”** means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) **“Professional Services”** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm’s or individual’s professional employment or practice.
- (m) **“Proposal (or Reply or Response) Most Advantageous to the District”** means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
 - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
 - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

- (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) **“Purchase”** means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.
- (o) **“Request for Proposals”** or **“RFP”** is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
- (p) **“Responsive and Responsible Bidder”** means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. **“Responsive and Responsible Vendor”** means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
 - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
 - (ii) The past performance of the entity/individual for the District and in other professional employment;
 - (iii) The willingness of the entity/individual to meet time and budget requirements;
 - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;

- (v) The recent, current, and projected workloads of the entity/individual;
 - (vi) The volume of work previously awarded to the entity/individual;
 - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
 - (viii) Whether the entity/individual is a certified minority business enterprise.
- (q) **“Responsive Bid,” “Responsive Proposal,” “Responsive Reply,” and “Responsive Response”** all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

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

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

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

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

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices

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

(4) Competitive Selection.

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

- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(5) Competitive Negotiation.

- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory

agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.

- (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. “**Auditing Services**” means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

- (1) Establishment of Auditor Selection Committee. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee (“**Committee**”), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

- (2) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (3) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
 - (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
 - (i) Hold all required applicable state professional licenses in good standing;
 - (ii) Hold all required applicable federal licenses in good standing, if any;

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

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

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

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

- (3) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (2) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation within the county or counties in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (4) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals, which may be submitted either electronically or via hard copy as determined by the District and provided for in

the RFP. For the avoidance of doubt, the Proposals shall not be required to be publicly opened at the date, time, and place provided for in the RFP relative to the submission of Proposals.

- (5) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (2)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

- (6) Board Selection of Auditor.

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

- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
 - (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.
- (7) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
 - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
 - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
 - (d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be eight (8) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.
 - (e) Provisions required by law that require the auditor to comply with public records laws.
- (8) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the RFP. The notice shall

include the following statement: “Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules,” or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

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

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

- (h) Notice of the intent to award, including rejection of some or all bids, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

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

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

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

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best

interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
- (k) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Request for Qualifications. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(2) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
 - (i) One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
 - (ii) Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

- (iii) The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
- (iv) The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
- (v) The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.
- (vi) The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- (vii) The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- (viii) The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- (ix) The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- (x) The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- (xi) An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

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

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

2. The term “**convicted**” or “**conviction**” means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

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

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

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

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

Examples of factors affecting the seriousness of a deficiency are:

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

(ii) Unsafe conditions allowed to exist;

- (iii) Complaints from the public;
- (iv) Delay or interference with the bidding process;
- (v) The potential for repetition;
- (vi) Integrity of the public contracting process;
- (vii) Effect on the health, safety, and welfare of the public.

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

Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.

Rule 3.5 Construction Contracts, Not Design-Build.

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

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

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

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

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

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

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

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the

Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

- (k) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.
 - (l) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
 - (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
 - (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
 - (6) Exceptions. This Rule is inapplicable when:

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

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

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

Rule 3.6 Construction Contracts, Design-Build.

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

competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

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

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding

subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

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

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Design Criteria Package. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

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

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

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

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

Rule 3.7 Payment and Performance Bonds.

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

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

Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

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

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

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

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

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

whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference of five (5) percent. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods,

supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.
- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

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

Rule 3.9 Maintenance Services.

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
 - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

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

 - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
 - (i) Hold all required applicable state professional licenses in good standing;

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

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is

determined to be in the best interest of the District. No Vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
 - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all proposers by e-mail (with a delivery and read receipt), United States Mail, hand delivery, or overnight delivery service. The District may alternatively post the notice of intent to award on its website at the conclusion of the Board meeting where the proposals were evaluated if so provided for in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
 - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum contract period including renewals of eight (8) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

Specific Authority: §§ 190.011(5), 190.011(15), 190.033, Fla. Stat.

Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award or after posting on the District's website if so provided for in the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

- (c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount and form of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.
 - (d) The District does not accept documents filed by e-mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via e-mail (with a delivery and read receipt), United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:

- (a) Administer oaths and affirmations;
- (b) Rule upon offers of proof and receive relevant evidence;
- (c) Regulate the course of the hearing, including any pre-hearing matters;
- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the 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.
- (6) Judicial Review. A party who is adversely affected by final District action is entitled to judicial review. Judicial review shall be sought in the county where the District is located. All proceedings shall be instituted by filing a notice of appeal or petition for review in accordance with the Florida Rules of Appellate Procedure within thirty (30) calendar days after the rendition of the decision being appealed. The filing of an appeal does not itself stay enforcement of the final District decision. Judicial review of any District action shall be confined to the record transmitted. The record for judicial review shall be compiled in accordance with the Florida Rules of Appellate Procedure. Failure to file a notice of appeal or petition for review within the time prescribed herein shall constitute a waiver of judicial review proceedings.
- (7) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

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

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

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

Rule 4.0 Effective Date.

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

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

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

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2026-04

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE LOCATION OF THE LOCAL DISTRICT RECORDS OFFICE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Harvest Hills Community Development District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated within Pasco County, Florida; and

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

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

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

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

PASSED AND ADOPTED this ____ day of _____, 2026.

ATTEST:

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

A

Outdoor Solar Lighting Service Agreement
(Harvest Hills Phase 1A and Handcart Road)

This Outdoor Solar Lighting Service Agreement (the “**Agreement**”), is made and entered into as of March 3, 2026 (the “**Effective Date**”) by and between **GIG FIBER, LLC**, a Delaware limited liability company (“**Company**”), whose mailing address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan, and **HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the “**Customer**” or “**District**”), whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, Company is in the business of constructing, maintaining, servicing and operating Street Lights (as defined below) to residential communities and projects;

WHEREAS, Customer has been formed as a local unit of special purpose government under Chapter 190, Florida Statutes, to perform certain administrative and operational functions pertaining to streets, roads, common and drainage facilities and other infrastructure within the residential subdivision development known as “Harvest Hills” located in Pasco County, Florida (the “**Community**”); and

WHEREAS, Customer and Company wish to enter into a service agreement for Street Lights for use in portions of the Community, as specified in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in this Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Street Light Services. For and in consideration of the mutual covenants set forth in this Agreement, Company agrees to provide solar street lighting services to Customer, and Customer agrees to engage Company, to provide lighting services with respect to the following outdoor solar lighting equipment systems: seventy-four (74) Modern AVE Residential LED solar street lights for Phase 1A, and one hundred thirteen (113) Modern BLVD Residential LED solar street lights for Handcart Road, for a **total of one hundred eighty seven (187) street lights** (the exact locations of which are set forth in the Installation Plans attached hereto as **Exhibit “A”**), including all luminaires, storage batteries, support poles, lighting control equipment, hardware, and related equipment and fixtures (all of which, together with accessories, attachments, and replacement parts, shall be referred to collectively herein as the “**Street Lights**” and individually as a “**Street Light**”), according to design, installation and construction plans and specifications prepared by Company and approved by Customer (the “**Installation Plans**”).

2. Term of Agreement; Installation.

a. **Term.** Company agrees to install the Street Lights within 60 days from the execution of this Agreement, or at a mutually agreeable date between the parties, however, in no event shall the mutually agreeable date be later than one year following the execution of this Agreement, otherwise this Agreement shall be null and void and of no effect. The term of this Agreement shall commence upon the date that Company sends the first invoice for the Street Lights contemplated by this Agreement, and shall expire, unless sooner terminated as provided herein, twenty (20) years after the date that substantially all of the Street Lights have been installed and are operational in the Installation Site (defined herein) (the “**Term**”); provided, however, that Company shall send its first invoice no later than 30 days after the installation of the first Street Lights, and shall thereafter invoice on a monthly basis for the amounts due hereunder. The term of this Agreement shall automatically renew on the same terms, conditions and provisions, except as otherwise expressly provided herein, for two (2) consecutive periods of sixty (60) months each (each being referred to as a “**Renewal Term**” and collectively, the “**Renewal Terms**”) unless either Company or Customer gives written notice of non-renewal to the other at least sixty (60) days prior to the expiration of the Term, or any subsequent Renewal Term. The Term and each Renewal Term that comes into existence are sometimes collectively referred to in this Agreement as the “**Term**.” No Renewal Term shall come into existence if an Event of Default (defined herein) has occurred and is then continuing under this Agreement.

b. Installation Site: License. The Street Lights shall be installed at the following project, in the portions of the property owned by Customer: Harvest Hills located in Pasco County, Florida (the "Installation Site"), according to the Installation Plans. Upon satisfaction of the Conditions (as provided in Section 4 below), Company will promptly begin installation of the Street Lights on the Installation Site and complete installation with reasonable care and diligence, subject to Force Majeure (defined herein). Within a reasonable time prior to the installation of the Street Lights by Company, Customer shall stake the locations of the Street Lights on the Installation Site, at Customer's expense in accordance with the Installation Plans. During the Term of the Agreement, Customer grants to Company and to Company's agents, employees, contractors and assignees an irrevocable, non-exclusive license (the "License") for access to, on, over, under and across those portions of the Installation Site owned by the Customer for the purposes of (i) installing, constructing, maintaining, accessing, removing and replacing the Street Lights, and (ii) performing all of Company's obligations and enforcing all of Company's rights set forth in this Agreement. The term of the License shall continue until the date that is one hundred and twenty (120) days following the date of expiration or termination of this Agreement (the "License Term"). The parties acknowledge that to the extent any Street Lights are to be installed on property not owned by Customer, including but not limited to county roadways or property subject to or following dedication to Pasco County, Company shall rely on the rights provided on the plat and in favor of the public including street lights and/or public utilities. Customer's grant of the License hereunder is limited to property owned by Customer and does not extend to any property that has been or will be dedicated to or is otherwise owned by Pasco County or any other third party. During the License Term, Customer shall ensure that Company's rights under the License and Company's access to the Installation Site are preserved and protected. Customer shall not interfere, nor shall permit any third parties to interfere, with such rights or access. The Street Lights shall be used and operated only at the Installation Site and shall not be removed without the prior written consent of Company, in Company's sole and absolute discretion.

3. Monthly Service Fees Escalations. During the Term, Customer shall pay Company monthly service fees for the provision of street lighting by the Street Lights, in advance, as follows. Until the Service Fee escalation provided under subsection (a) below occurs, the service fee payable in each month of the Term shall be Forty Two Dollars (\$42.00) for each installed and mechanically operational Street Light per month, together with all applicable sales, excise, rental, and use taxes (the "Service Fee"), such Service Fee to be prorated for periods less than one month. Regardless of the Term of this Agreement commenced on the Effective Date, no Service Fee shall be payable until a Street Light has been installed and mechanically operational. Service Fee shall be due and payable in equal monthly installments in advance on the first (1st) day of each calendar month of each Agreement Year of the Term. Customer agrees to pay the Service Fee and all other sums under this Agreement in accordance with the terms hereof, subject to Customer's rights under applicable law, including but not limited to the Local Government Prompt Payment Act. Any Service Fee payable by Customer to Company under this Agreement which is not paid within forty-five (45) days after the date due will be subject to a late payment charge to the extent permitted under the Local Government Prompt Payment Act, Sections 218.70 through 218.80, Florida Statutes, shall be subject to interest as provided in said Act.

a. Service Fee Increases. Effective as of the anniversary of the Effective Date in each Agreement Year (defined herein) of the Term, and each Renewal Term that comes into existence, Company shall have the right to increase the Service Fee paid based on the percentage increase of the Price Index (hereafter defined) over the previous Agreement Year, with an annual cap of a 4.5% increase. In making the calculation, Company shall compare the level of the Price Index as of the second month prior to the then-current Agreement Year to the level as of the second month prior to the previous Agreement Year to determine the rate of increase. The Service Fee shall never decrease by reason of the foregoing calculation. The term "Price Index" means the Consumer Price Index for "All Urban Consumers" published by the Bureau of Labor Statistics of the United States Department of Labor for the "South Region," and "All Items," (1982- 84 = 100) or any successor or substitute index, appropriately adjusted. The term "Agreement Year" shall mean successive periods of twelve (12) consecutive months, beginning on the Effective Date, throughout the Term and any Renewal Terms that come into existence.

b. Payment Coupon Books. Company, in its sole discretion, may invoice Customer for an entire Agreement Year by issuance of a coupon book for monthly payments. In such event, the coupons shall state (i) the Service Fee due, (ii) any additional charges incurred by Customer under this Agreement (such as sales, excise, or other taxes), and (iii) the total amount due from Customer. Customer's obligation to timely pay amounts due under this Agreement shall not be affected by the failure of Company to issue a coupon book or any other invoice, or any inaccuracy in any coupon book or invoice if issued.

c. Reserved.

d. **Taxes.** If Applicable, Customer shall either pay or reimburse Company for all Taxes (as hereafter defined) assessed on the services or the Street Lights, including without limitation any tangible personal property taxes on the Street Lights levied by any governmental authority, provided that Company provides Customer with copies of all tax bills and assessments at least thirty (30) days prior to the due date, and further provided that as a governmental entity, Customer may be exempt from certain taxes and shall not be required to pay any taxes from which it is exempt under applicable law. Such failure shall not be considered a material breach; however, Company will be responsible for any late fees incurred as a result of such failure. For purposes of this Section 3(d), "Taxes" means any federal, state, and local taxes, regulatory fees, surcharges or other similar charges, but shall not include any income taxes or similar taxes imposed on Company's revenues due to the services performed pursuant to this Agreement, which shall be Company's responsibility. Customer shall show Company as the owner of the Street Lights on all tax reports or returns and deliver to Company a copy of each report or return and evidence of Customer's payment of Taxes upon request. Customer and Company intend for U.S. federal income tax purposes that this Agreement will be treated as a "service contract," pursuant to Section 7701(e)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), and neither Customer nor Company shall take any position to the contrary unless required to do so pursuant to a "determination" within the meaning of Section 1313(a) of the Code.

4. **Conditions to Company Obligations.** Company's obligations under this Agreement are conditioned upon ("Conditions"): (a) Company, and at Company's sole cost and expense, requesting and receiving all necessary licenses, franchises, zoning, land use and other governmental approvals, and building permits necessary for the work described in this Agreement; (b) Company's receipt of written confirmation from any party holding a mortgage, lien, or other encumbrance on the Installation Site, including to the extent the Installation Site includes property owned by Customer, the recordation of a grant of easement substantially in the form attached hereto as Exhibit "B" (the "Easement Agreement") in the public records of the county of the Installation Site. If Company determines that the Conditions cannot be satisfied without expense, consumption of time, or liability to Company, Company may terminate this Agreement upon ten (10) days written notice to Customer without liability for costs or damages or triggering a default under this Agreement.

5. **Change Orders.** The Street Lights shall be configured and installed pursuant to a final design sketch prepared by Company, with the approval (not to be unreasonably withheld, conditioned or delayed) of Customer. Any change order ("Change Order") requested by Customer shall be subject to the reasonable prior approval of Company, and agreement of the parties regarding additional cost and effect on the estimated date of completion and the Effective Date. If approved by Company, the final design sketch shall be revised at Customer's expense, and 100% of the cost of the Change Order shall be paid to Company by Customer in cash in advance as a condition of any such Change Order.

6. **Damages During Construction.** For any damage or loss that occurs during the construction or development of the Installation Site, Customer shall be responsible for all costs incurred to repair, replace, or relocate any Street Light damaged by Customer, its agents, employees, or authorized representatives.

7. **Customer Information and Preparation; Indemnification.** Customer shall locate and advise Company, through the provision of an accurate map and other necessary written descriptions provided from the developer of the project, of the exact location of all underground facilities or equipment, including, but not limited to sanitary and storm water facilities, potable and irrigation water pipes and wells, septic tanks, swimming pool equipment, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, storm drainage systems, and any other buried underground facilities or equipment (collectively, "Underground Facilities") at the Installation Site at least ten (10) days prior to the commencement of any work by Company at the Installation Site. Any and all cost or liability for damage to Underground Facilities caused by Company and resulting from the furnishing, design, installation, operation, maintenance or removal of the Street Lights that was not properly identified by Customer, as described under this Paragraph, shall be paid by Customer.

8. **Environmental Attributes and Environmental Incentives.** Company is and shall be the owner of all Environmental Attributes and Environmental Incentives (defined herein) and is entitled to the benefit of all Tax Credits (defined herein), and Customer's rights to services in connection with the Street Lights under this Agreement does not include Environmental Attributes, Environmental Incentives or the right to Tax Credits or any other attributes of ownership and operation of the Street Lights, all of which shall be retained by Company. Customer shall cooperate with Company in obtaining, securing and transferring all Environmental Attributes and Environmental Incentives and the benefit of all

Tax Credits, including by using the electric energy generated by the Street Lights in a manner necessary to qualify for such available Environmental Attributes, Environmental Incentives and Tax Credits. In the event that any Environmental Incentives are improperly paid directly to Customer rather than to Company, Customer shall immediately pay such amounts over to Company. "Environmental Attributes" means any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, attributable to the Street Lights, including any avoided emissions of pollutants to the air, soil or water such as sulfur oxides (SOx), nitrogen oxides (NOx), carbon monoxide (CO) and other pollutants. Environmental Attributes include carbon trading credits, renewable energy credits or certificates, emissions reduction credits, and similar matters. "Environmental Incentives" means any credits, rebates, subsidies, payments or other incentives that relate to the use of technology incorporated into the Street Lights, environmental benefits of using the Street Lights, or other similar programs available from any utility or other regulated entity or any Governmental Authority.

9. **Non-Standard Service Charges.** Customer shall pay all costs associated with any additional Company facilities and services that are required due to governmentally required and/or customer-requested change in the design and installation plans and specifications, and for one of the following items: light rotations and light pole relocations, installation of protective shields, bird deterrent devices, light trespass shields, and any devices required by local ordinances or regulations to control the level or duration of illumination, including any associated planning and engineering costs ("Non-Standard Services"). Company will bill Customer for all Non-Standard Services with the next installment of monthly Service Fee due from Customer.

10. **Maintenance and Repairs; No Alterations.**

a. **Customer Maintenance.** Customer shall be responsible for regular cleaning of the solar panels on each Street Light, at Customer's expense, according to industry standard best practices for cleaning, and in accordance with the Streetleaf Cleaning Guide, attached as **Exhibit "C"**, which may be updated from time to time. Company shall perform all other maintenance and repairs to the Street Lights and related equipment. Company shall not be responsible for, or liable to Customer for any loss, damage, or expense of any kind or nature arising from Customer's failure to perform regular cleanings of the solar panels.

b. Excluding damages related to Section 6, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs (other than for normal wear and tear), Company shall be required to repair or replace any damaged and/or destroyed Street Lights. Customer shall be liable for the cost to repair or replace any Street Light, up to a maximum of \$20,000 each "Agreement Year" ("Customer Cap"). Once the Customer has incurred costs equal to the Customer Cap, Company shall be liable for the cost to repair or replace any Street Light exceeding the Customer Cap for the remainder of the Agreement Year. Notwithstanding the foregoing, to the extent any damage to a Street Light was directly caused by a party's negligence or willful misconduct, such party will be responsible for the cost to repair or replace such Street Light, based on comparative fault principles under Florida law, regardless of whether the Customer Cap has been reached. Company shall be responsible for the cost to repair or replace any Street Lights due to normal wear and tear. The parties acknowledge that the Customer Cap shall only apply to the costs and damages incurred under this Section 10(b).

c. Without limiting Company's maintenance and repair obligations described in this Agreement, Company does not guaranty or warranty 100% reliability of the Street Lights, or continuous lighting within the Street Light system, and will not be liable to any person or entity for damages (including special, incidental, consequential, or punitive damages) related, directly or indirectly, to any interruption, deficiency or failure of any Street Light or Street Lights. Customer shall not make any alterations or repairs to the Street Lights without Company's prior written consent, in Company's sole discretion, and any damage or loss to the Street Lights caused by any unauthorized alterations shall be the sole responsibility of Customer.

d. In no event shall Customer place upon or attach to the Street Lights any sign or device of any nature, or place, install or permit to exist, anything, including trees, vines or shrubbery, which would interfere with the Street Lights or tend to create an unsafe or dangerous condition. Company is hereby granted the right to remove, without liability, anything placed, installed, or existing in violation of this paragraph. Company may, at any time, substitute any component of the Street Lights installed hereunder with a component of at least equal capacity and efficiency by a manufacturer or supplier of Company's choice. Company reserves the right to interrupt service to any of the Street

Lights at any time for a reasonable time period in connection with any necessary maintenance or repairs for which Company is responsible, but no longer than is necessary to perform such maintenance or repairs.

e. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE COMPANY WARRANTS THAT THE STREET LIGHTS SHALL BE NEW, AND THAT THE STREET LIGHTS AND THE STREET LIGHT INSTALLATION AND DESIGN SHALL BE OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS, CONSISTENT WITH APPLICABLE LAW (INCLUDING BUT NOT LIMITED TO APPLICABLE WIND SPEED REQUIREMENTS), AND OF MERCHANTABLE QUALITY.

11. Insolation; Vegetation Control. Customer understands that unobstructed access to sunlight ("Insolation") is essential for the proper performance of the Street Lights and a material term of this Agreement. Customer shall not in any way cause and, where possible, shall not in any way permit any interference with the Street Lights' Insolation (by tree trimming, landscape installation, construction of improvements, or otherwise). If Customer becomes aware of any activity or condition that could diminish the Insolation to the Street Lights, Customer shall notify Company immediately and shall cooperate with Company in preserving the Street Lights' existing Insolation levels. Customer agrees to perform clearing, stump grubbing, tree trimming and other vegetation control using qualified personnel, at Customer's sole expense, to allow installation and operation of the Street Lights, including any vegetation that obstructs easement areas or drainage for the Street Lights.

12. Outage Notification; Vandalism. Customer shall be responsible for monitoring the function of the Street Lights and shall notify Company promptly in writing of any Street Light malfunctions and outages. Company shall have thirty (30) calendar days to investigate and resolve any Street Light that is non-operational. If Company is unable to remedy the issue with respect to any non-operational Street Light within such thirty (30) calendar day period, Company shall so notify Customer in writing, and shall include a summary of the issue, description of Company's approach to remedying the issue, and the Company's anticipated timeline. If Company is unable to fix the applicable Street Light within the thirty (30) calendar day period after receiving written notice of the non-operational Street Light from Customer, no Service Fee must be paid by Customer with respect to such Street Light for the applicable month following the expiration of the thirty (30) day period and for each subsequent month until Company has resolved the issue and the applicable Street Light becomes operational. Except as otherwise provided for herein, costs incurred in connection with fixing a non-operational Street Light shall be borne by Company. Notwithstanding the foregoing, if any Street Light is destroyed, damaged, suffers a casualty, or requires repairs, so long as such damage was not solely caused by the Company's negligence or willful misconduct, Customer shall be liable for the cost to repair or replace any such Street Lights, up to \$25,000 per incident, and, otherwise, Company shall bear the cost of any such repairs or replacements. Notwithstanding anything to the contrary in this Agreement, the District's liability for replacing Street Lights damaged by an event not caused directly by Customer or its employees, agents, contractors or subcontractors shall not exceed \$25,000 per incident. At Company's discretion, Company may install a luminaire protective shield to protect any Street Lights repaired or replaced as a result of vandalism. For avoidance of doubt, if one or more Street Lights is not operational, such failure of Street Lights to operate shall not be an Event of Default under this Agreement, provided however that the Company satisfies the conditions of this paragraph (including but not limited to the timing provisions set forth above) and the other terms of this Agreement.

13. Chronic Outage and Maintenance Failure Remedies. If at any time during any consecutive six (6) month period: (i) twenty percent (20%) or more of the total installed Street Lights are non-operational for more than sixty (60) consecutive days, or (ii) the same Street Light becomes non-operational three (3) or more occurrences for a period of more than seven (7) days per occurrence due to equipment failure or maintenance issues (excluding damage caused by Customer, third parties, or force majeure events), which are not the result of any act or omission of the Customer, then Customer may provide Company with written notice of such chronic outage condition ("Chronic Outage Notice"). Upon receipt of a Chronic Outage Notice, Company shall have ninety (90) days to remedy the chronic outage condition and provide Customer with a written remediation plan detailing preventive measures to avoid future chronic outages. If Company fails to remedy the chronic outage condition within such ninety (90) day period, then: (a) as already set forth in and consistent with Section 3, Customer shall have no obligation to pay Service Fees for any non-operational Street Lights, and (b) if the specified chronic outage condition continues for more than ninety (90) days after the Chronic Outage Notice, then such condition shall constitute an Event of Default, and Customer may terminate this Agreement pursuant to Section 19.b.

14. Ownership of Street Lights. The Street Lights shall remain Company's personal property, notwithstanding the manner or mode of its attachment to the Installation Site, and shall not be deemed a fixture to the Installation Site.

15. Insurance. Customer shall maintain general liability insurance covering any injury or damage to persons or property (other than the Street Lights), including death of persons, resulting, directly or indirectly, from the negligent conduct of Customer, its employees, contractors, agents, or invitees, with minimum coverage of \$1,000,000 per occurrence and \$2,000,000 aggregate, through insurance companies rated A or better by A.M. Best. The policy shall name Company as an additional insured. Customer shall periodically provide Company with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. Company shall maintain a minimum property insurance policy with coverage limits sufficient to cover the full replacement cost of the Street Lights provided by an insurance carrier with a minimum rating of A or equivalent by A.M. Best or other recognized rating agency. The Company's property insurance policy shall cover losses arising from the following events: fire, theft, vandalism, and high wind events. The policy shall specifically exclude damages caused by a) earth movement, b) governmental action, c) nuclear hazard, d) war and military action, e) flood, surface water, waves, tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge), f) fungi, wet rot and dry rot, or g) virus, bacterium or other microorganism, unless otherwise agreed to in writing by the Company. Upon request by Customer, Company shall provide Customer with a certificate showing such insurance to be in effect, including any renewals of such insurance from time to time. As the owner of the Street Lights, in the event of any property damage to the Street Lights not covered by the property insurance contemplated herein, and except for damages for which the District is expressly made responsible for under this Agreement, Company shall bear responsibility for the cost to repair or replace any such Street Lights.

16. INDEMNIFICATION.

Indemnification from Company. To the fullest extent permitted by law, and in addition to any other obligations of Company under the Agreement or otherwise, Company shall indemnify, hold harmless, and defend the Customer and its supervisors, staff, officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Customer Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Company, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by the Company to perform any of the construction, installation, maintenance, or service to the Street Lights. In the event that any indemnification, defense or hold harmless provision of this section is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Customer Indemnitees. The Company shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Customer Indemnitees. This section shall survive any termination of this Agreement.

Indemnification from Customer. To the fullest extent permitted by law (but without waiving any limitations of liability set forth in Section 768.28, Florida Statutes or similar law), and in addition to any other obligations of Customer under the Agreement or otherwise, Customer shall indemnify, hold harmless, and defend the Company and its officers, consultants, agents, subcontractors and employees of each and any of all of the foregoing entities and individuals (together, "Company Indemnitees") from all claims, liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused, in part or in whole, by the negligence, recklessness, or intentionally wrongful misconduct of the Customer, or any subcontractor, supplier, or any individual or entity directly or indirectly employed or used by the Customer. In the event that any indemnification, defense or hold harmless provision of this section is determined to be unenforceable, the provision shall be reformed to give the provision the maximum effect allowed by Florida law and for the benefit of the Company Indemnitees. The Customer shall ensure that any and all subcontractors, and suppliers, include this express paragraph for the benefit of the Company Indemnitees. This section shall survive any termination of this Agreement.

17. Assignment. This Agreement shall inure to the benefit of, and be binding upon, the respective heirs, legal representatives, successors and assigns of the parties hereto, subject to the following provisions, Company may, with the prior written consent of Customer (which consent shall not be unreasonably withheld, conditioned or delayed), assign this Agreement, and all right, title and interest of Company in and to the Street Lights, and all Service Fees and other sums due or to become due under this Agreement, provided however that Company may only assign its rights and

obligations to another company that is otherwise in the business of constructing, maintaining, servicing and operating Street Lights to residential communities and projects, and is otherwise capable of fulfilling such obligations of the Company under this Agreement, and only after providing the Customer with 30 days prior written notice of assignment along with evidence to support the fact that the assignee satisfies the requirements of this Agreement. Customer's consent shall be deemed granted if Customer does not respond within 30 days of receiving Company's written notice and supporting evidence, provided however, that the Company shall explicitly be permitted to enter into subordination, non-disturbance and attornment agreements with Company's Financing Parties (defined below) and Customer shall cooperate with the execution of such. Any bank or other lending institution to which this Agreement may be assigned or pledged from time to time by Company (collectively, "Company's Financing Parties") shall not be obligated to perform any duty, covenant or condition required to be performed by Company which arose prior to the date of the assignment, nor shall Company's Financing Parties be responsible for any Security Deposit paid by Customer under this Agreement; provided however, that any assignment to Company's Financing Parties shall not relieve Company of its rights and obligations hereunder, unless otherwise agreed to in writing by the Parties. Customer may assign or transfer this Agreement only with Company's prior written consent, in its sole discretion. Any approved assignee shall be substituted herein with respect to all Customer rights and obligations, but the initial Customer shall not be released from the obligations of this Agreement. Customer shall not create or suffer or permit to be created any lien of any kind upon the Street Lights and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Street Lights, unless such lien is caused by Company. Customer will give Company immediate written notice of the seizure by process of law or otherwise of any of the Street Lights. Company shall not create or suffer or permit to be created any lien of any kind upon the Community and will immediately remove and procure the release of any lien, voluntary or involuntary, attached to the Community.

18. **Financing.** The Parties acknowledge that Company may obtain short or long-term financing or other credit support from Company's Financing Parties, which may include persons or entities providing construction or permanent financing to Company in connection with construction, ownership, operation and maintenance of the Street Lights, as well as any person to whom Company has transferred the ownership interest in the Street Lights, subject to a leaseback of the Street Lights from such person. Customer and Company agree in good faith to consider and to negotiate changes or additions to this Agreement that may be reasonably requested by Company's Financing Parties from time to time; provided, that such changes do not alter the fundamental economic terms of this Agreement. In connection with an assignment pursuant to Section 17, Customer agrees to execute any consent, estoppel, subordination, or acknowledgement in form and substance reasonably acceptable to Company's Financing Parties. The parties further acknowledge that in connection with any financing or other credit support provided to Company or its affiliates by Company's Financing Parties, such Financing Parties may require that Company or its affiliates appoint a third party to act as backup or successor provider of operation and maintenance services with respect to the Street Lights and/or administrative services with respect to this Agreement (the "Successor Provider"). Customer agrees to accept performance from any Successor Provider so appointed, so long as such Successor Provider performs in accordance with the terms of this Agreement.

19. **Default and Remedies.**

a. An "Event of Default" exists under this Agreement if:

1. The Customer fails to make a payment of money due under the Agreement and does not cure the failure within fifteen (15) days after receiving written notice, delivered via United States Postal Service, in person or via overnight courier, of the default from the Company;
2. Except as provided for in Section 17, Section 18, and Section 20, a party removes or attempts to remove, transfer, sell, encumber, or part with possession of the Street Lights from the Installation Site; or
3. A party files a petition for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of such party's property; the filing of a petition against a party for adjudication as a bankrupt or insolvent, or for its reorganization or for the appointment of a receiver or trustee of a party's property and the failure to discharge or dismiss any such proceedings within sixty (60) days from its filing; an assignment by a party for the benefit of creditors; or the taking possession of the Installation Site, or any other property of a party, by any governmental office or agency pursuant to statutory authority for the dissolution or liquidation of a party.

4. Notwithstanding an Event of Default under 19(a)(1) by Customer, if either party fails to meet or perform any term, provision, covenant, agreement, or obligation under this Agreement and does not cure the failure within thirty (30) days after receiving written notice of the default from the other party; provided, if the failure cannot reasonably be cured within the thirty (30) day period and the defaulting party commences to cure within the thirty (30) day period and diligently completes the cure, an Event of Default does not exist unless the failure is not cured within sixty (60) days after the defaulting party receives the written notice of default.

b. If an Event of Default by either party occurs, the other party may terminate, for cause, by doing any of the following, individually or cumulatively:

1. Terminate this Agreement by giving fifteen (15) days' written notice to the defaulting party;
2. Bring action against the defaulting party;
3. Seek any other available legal or equitable remedy.

20. Disposition of Street Lights at Expiration or Termination of Agreement. Upon the expiration or earlier termination of this Agreement, Company shall have the right and obligation to remove the Street Lights, no later than one hundred twenty (120) days after the expiration or termination of the Agreement ("Removal Date"). Any removal shall be at Company's expense, unless the termination is due to an Event of Default by Customer. If Company elects to remove the Street Lights, then, excluding ordinary wear and tear, the Installation Site shall be returned to its original condition following the removal of the Street Lights, including any mounting pads or other support structures and Company shall leave the Installation Site in reasonably restored condition. In such event, Customer shall provide sufficient space for the temporary storage and staging and parking for vehicles and trailers reasonably necessary during Street Light removal. The provisions contained in this Section shall survive the expiration or other termination of this Agreement.

21. Representations, Warranties, and Covenants. Each party represents and warrants to the other as of the Effective Date: such party is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation; the execution, delivery and performance by such party of this Agreement have been duly authorized by all necessary corporate, partnership or limited liability company action, as applicable, and do not and shall not violate any law; and this Agreement is valid obligation of such party, enforceable against such party in accordance with its terms. Customer represents and warrants to Company that neither the execution and delivery of this Agreement by Customer, nor the performance by Customer of any of its obligations under this Agreement, conflicts with or will result in a breach or default under any agreement or obligation to which Customer is a party or by which Customer or the Installation Site is bound. Customer further represents and warrants that the execution of this Agreement has been duly authorized by the District's board in accordance with applicable law, including but not limited to Chapter 190, Florida Statutes.

22. Force Majeure. Notwithstanding any of the foregoing provisions of this Agreement to the contrary, Company shall be entitled to extend the time of installation of the Street Lights by one day for each day Company is delayed by a Force Majeure event. "Force Majeure" shall mean acts of God, strikes, lockouts, labor troubles, restrictive governmental laws, or regulations or other cause, without fault and beyond the reasonable control of Company.

23. True Lease Instrument. Solely for the purpose of the Florida Uniform Commercial Code ("UCC"), Customer and Company intend that this Agreement constitutes a "true lease" under the UCC and not a Disguised Security Interest (as defined below). Company has and shall have title to the Street Lights at all times. Customer acquires no ownership, title, property, right, equity or interest in the Street Lights other than its interest under this Agreement, solely as lessee (as such term is used in the UCC), and subject to all the terms and conditions of this Agreement. "Disguised Security Interest" means a sale of the Street Lights subject to a security interest under Article 9 of the UCC to secure the purchase price of the Street Lights.

24. Recordation. This Agreement shall not be recorded in any public records; provided, however, that Company and Customer agree to execute, simultaneously with the execution of this Agreement, a Memorandum of

Outdoor Solar Lighting Service Agreement in the form attached as **Exhibit "D"**. Such Memorandum of Agreement shall be recorded by Company at its expense promptly after the Conditions are satisfied, as provided in Section 4 above.

25. Miscellaneous. The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. All notices, demands and requests which must or may be given, demanded or requested by either party to the other shall be in writing, and shall be deemed given (a) on the date personally delivered, (b) one (1) business day after deposit with a nationally recognized overnight courier delivery service such as FedEx or UPS, or (c) three (3) business days after the date deposited in the United States registered or certified mail, postage prepaid, addressed to the party for which intended at their respective addresses as first set forth above, or at such other place as either party may designate from time to time in a written notice (provided however that any notice of change of address for a party shall be effective only upon actual receipt by the other party). If any action or proceeding relating to this Agreement or the enforcement of any provision of this Agreement is brought against any party hereto, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and disbursements (in addition to any other relief to which the prevailing party may be entitled). This Agreement shall be construed in accordance with and governed by the laws of the State of Florida (without regard to conflict of laws rules). Venue for any action or proceeding brought by either party to this Agreement shall lie exclusively in a state or federal court of competent jurisdiction sitting in the county in which the Installation Site is located. This Agreement shall not be recorded in any public records; provided, however, on the date hereof, Company and Customer shall execute a Memorandum of Agreement in a form provided by Company to be recorded by Company at its expense promptly after the Conditions are satisfied. No delay or failure by Customer or Company to exercise any right under this Agreement shall constitute a waiver of that or any other right, unless otherwise expressly provided herein. This Agreement may be executed in counterparts, each of which when taken together shall constitute one instrument. This Agreement does not create the relationship of principal and agent, or of partnership, joint venture, or of any association or relationship between Company and Customer. All preliminary and contemporaneous negotiations are merged into and incorporated in this Agreement. This Agreement contains the entire agreement between the parties and shall not be modified or amended in any manner except by an instrument in writing executed by the parties hereto. **CUSTOMER AND COMPANY HEREBY KNOWINGLY AND VOLUNTARILY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTERS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT SUCH WAIVER IS A MATERIAL INDUCEMENT TO EACH OF THEM IN ENTERING INTO THIS AGREEMENT.**

26. Public Records. As required under Section 119.0701, Florida Statutes, Company shall (a) keep and maintain public records required by the Customer in order to perform the service, (b) upon request from the Customer's custodian of public records, provide the Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law, (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement if the company does not transfer the records to Customer, (d) meet all requirements for retaining public records and transfer, at no cost, to the Customer all public records in possession of the Company upon termination of this Agreement and 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 Customer in a format that is compatible with the information technology systems of the Customer.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(877)276-0889, OR BY EMAIL AT WRATHELLC@WHHASSOCIATES.COM, OR BY REGULAR MAIL AT 2300 GLADES ROAD, SUITE 410W, BOCA RATON, FLORIDA 33431.

27. Florida Sales Tax. Company acknowledges that the Customer is a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and is exempt from the Florida Sales and Use Tax, and shall not charge the Customer any Florida Sales and Use Tax for the work.

28. Scrutinized Companies. Pursuant to Section 287.135, Florida Statutes, Company represents that in entering into this Agreement, the Company has not been designated as a "scrutinized company" under the statute and, in the event that the Company is designated as a "scrutinized company", the Company shall immediately notify the Customer whereupon this Agreement may be terminated by the Customer.

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

30. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Company shall keep, observe, and perform all requirements of applicable local, State and Federal laws, rules, regulations, ordinances, permits, licenses, or other requirements or approvals. Further, the Company shall notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any act or omission of the Company or any of its agents, servants, employees, or material men, or appliances, or any other requirements applicable to provision of services. Additionally, the Company shall promptly comply with any requirement of such governmental entity after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation.

31. E-Verification. Company agrees to comply with the provisions of Sections 448.095(1) and (2), Florida Statutes (the "Act"), for as long as Company has any obligations under this Agreement, including, but not limited to, registering with and using the E-Verify System of the United States Department of Homeland Security to verify the work authorization status of all employees hired by Company on or after January 1, 2021. If the Customer has a good faith belief that the Company has violated Section 448.09(1) or (2), Florida Statutes, the Customer may terminate this Agreement as required by Section 448.095(2)(c), Florida Statutes; provided, however, that Customer shall have previously given Company not fewer than thirty (30) days written notice and an opportunity either (1) to provide reasonable evidence to Customer of Company's actual compliance with the Act, or (2) to cure the alleged non-compliance specified in Customer's notice; provided, however, that if Company commences a cure within such thirty (30) day period and thereafter diligently prosecutes the cure, Company shall have such additional time as may be necessary to complete the cure in the exercise of continuing diligent efforts.

32. Public Facilities. Company and Customer acknowledge and agree that the Street Lights will be located in public right of ways and shall be available for the general public as required by the Customer's bond covenants for the public tax-exempt bonds issued by Customer.

33. Early Termination. For a period of six (6) years following the Effective Date, the Customer shall not have any right to terminate the Agreement without cause or for convenience. Following the six (6) year anniversary of the Effective Date, Customer, in its sole discretion, may terminate this Agreement at any time thereafter, without cause or for convenience, by providing at least ten (10) days prior written notice to the Company (the "Early Termination Notice"). The Agreement shall then be terminated at the expiration of the ten (10) day period following the Early Termination Notice (the "Termination Date"). As consideration for the right to terminate this Agreement pursuant to this Section, the Customer, as the terminating party shall, upon furnishing the Early Termination Notice to the Company, pay the Company a termination fee as calculated in Section 33(a) or 33(b), as measured from the Effective Date to the Termination Date (the "Termination Fee"). For the purposes of calculating the Termination Fee, the Service Fee shall: (i) be the at the current rate of the Service Fee as of the Termination Date, and (ii) the number of months remaining in the Term shall include the month containing the Termination Date. The Parties acknowledge and agree that the Termination Fee is a reasonable estimate of the anticipated or actual harm that may arise from such termination, and hereby expressly waive the right to subsequently challenge the Termination Fee as unreasonable. Should the Customer elect to terminate the Agreement under this section, the Termination Fee is the Customer's sole liability and entire obligation, and the Company's exclusive remedy for the Customer's termination under this Section. Early Termination under this Section shall not affect, in any way, the ownership of the Street Lights, which the Parties expressly acknowledge and agree shall remain the sole and exclusive property of the Company. The Company shall remove the Street Lights on or before the Removal Date pursuant to Section 20 of this Agreement. The Termination Fee shall be calculated as follows:

- (a) Month 73 to 132. ((Service Fee) x (Number of months remaining in the Term) x (0.75))
- (b) Month 133 to 240. ((Service Fee) x (Number of months remaining in the Term) x (0.8))

[Signature pages follow immediately]

[Signature Page for Company]

Signed, sealed and delivered
in the presence of:

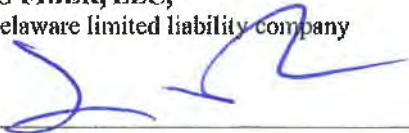
WITNESSES

Sign: *Dina Papadopoulos*
Print: DIWA PAPAIOPOULOS

Sign: *Kaleigh Hoff*
Print: Kaleigh Hoffman

"COMPANY"

GIG FIBER, LLC,
a Delaware limited liability company

By: 
Name: John M. Ryan
Its: Manager


[Signature Page for Customer]

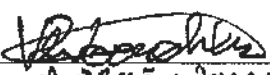
Signed, sealed and delivered
in the presence of:

WITNESSES

"CUSTOMER"

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of
special purpose government established pursuant to
Chapter 190, Florida Statutes

Sign: 
Print: Alex Gross

By: 
Name: ROBERT NOOROSTAN
Its: Chair

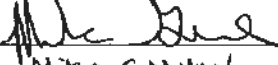
Sign: 
Print: MIKE GALVIN

Exhibit "A"
Description of Installation Site
Installation Site

Installation Plans

Scale: 1 inch = 50 Ft.

LIMITING PARAMETERS

Item	Value	Unit	Notes
Street Width	30	Feet	
Right-of-Way	40	Feet	
Clearance	10	Feet	
Grade	0.5%		
Material	Asph/Con		
Drainage	Standard		
Signage	Standard		
Lighting	Standard		
Other			

General Remarks:
 1. All work shall be in accordance with the latest edition of the City of Pasadena Specifications for Street Construction.
 2. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Pasadena.
 3. The contractor shall maintain access to all existing utilities and structures at all times.
 4. The contractor shall be responsible for the protection of all existing utilities and structures.
 5. The contractor shall be responsible for the removal and disposal of all debris and materials.
 6. The contractor shall be responsible for the maintenance of traffic control during construction.
 7. The contractor shall be responsible for the maintenance of safety during construction.
 8. The contractor shall be responsible for the maintenance of cleanliness during construction.
 9. The contractor shall be responsible for the maintenance of noise control during construction.
 10. The contractor shall be responsible for the maintenance of air quality during construction.

Target Requirements:
 1. The contractor shall complete the work within the specified time frame.
 2. The contractor shall complete the work within the specified budget.
 3. The contractor shall complete the work within the specified quality standards.
 4. The contractor shall complete the work within the specified safety standards.
 5. The contractor shall complete the work within the specified environmental standards.

streetlight

Villages of Pasadena Hills Ph1A-1

Scale: 1 inch = 50 Ft.

LIMITING PARAMETERS

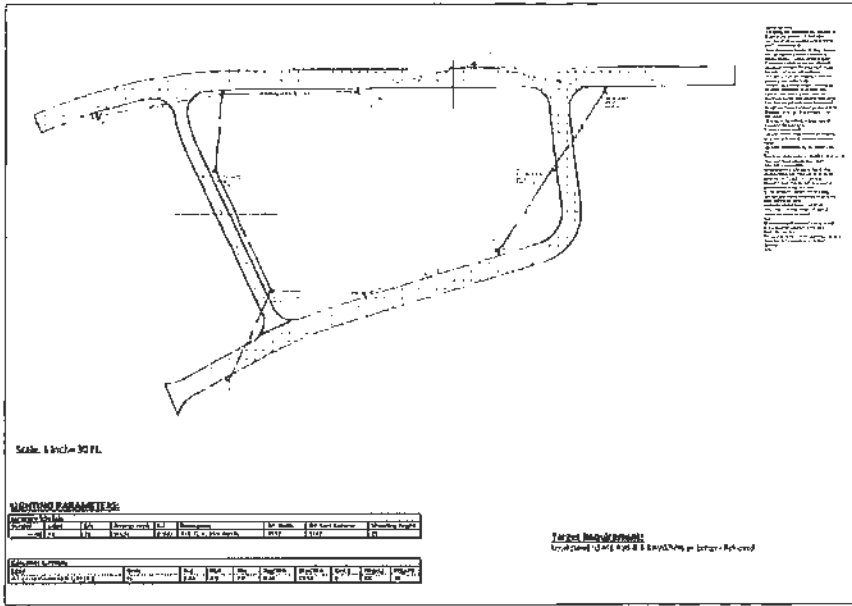
Item	Value	Unit	Notes
Street Width	30	Feet	
Right-of-Way	40	Feet	
Clearance	10	Feet	
Grade	0.5%		
Material	Asph/Con		
Drainage	Standard		
Signage	Standard		
Lighting	Standard		
Other			

General Remarks:
 1. All work shall be in accordance with the latest edition of the City of Pasadena Specifications for Street Construction.
 2. The contractor shall be responsible for obtaining all necessary permits and approvals from the City of Pasadena.
 3. The contractor shall maintain access to all existing utilities and structures at all times.
 4. The contractor shall be responsible for the protection of all existing utilities and structures.
 5. The contractor shall be responsible for the removal and disposal of all debris and materials.
 6. The contractor shall be responsible for the maintenance of traffic control during construction.
 7. The contractor shall be responsible for the maintenance of safety during construction.
 8. The contractor shall be responsible for the maintenance of cleanliness during construction.
 9. The contractor shall be responsible for the maintenance of noise control during construction.
 10. The contractor shall be responsible for the maintenance of air quality during construction.

Target Requirements:
 1. The contractor shall complete the work within the specified time frame.
 2. The contractor shall complete the work within the specified budget.
 3. The contractor shall complete the work within the specified quality standards.
 4. The contractor shall complete the work within the specified safety standards.
 5. The contractor shall complete the work within the specified environmental standards.

streetlight

Villages of Pasadena Hills Ph1A-2



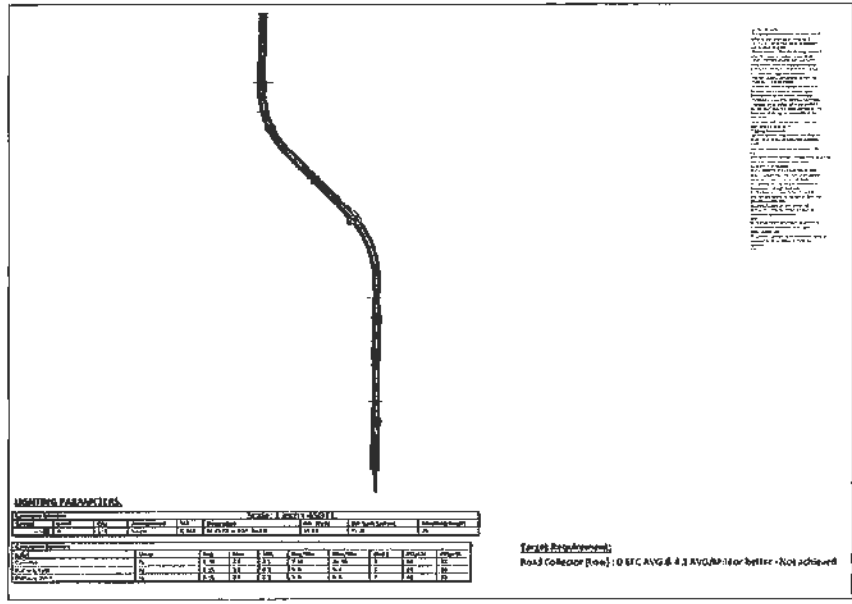
streetleaf

Villages of Pasadena Hills Ph1A-3

Sheet 1 of 2

Rev. 1

1/1/2018



streetleaf

Harvest Hills Mandarin Road

Sheet 1 of 2

Rev. 1

1/1/2018

Exhibit "B"
Basement Agreement

PREPARED BY AND AFTER RECORDING
RETURN TO:
GIG Fiber, LLC
2502 N. Rocky Point Dr., Suite 1050
Tampa, FL 33607
Attn: General Counsel

STREET LIGHT EASEMENT

THIS STREET LIGHT EASEMENT ("Easement") is granted this _____, 2026, by **HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "Grantor"), to and for the benefit of **GIG FIBER, LLC**, a Delaware limited liability company (the "Grantee"), whose address is 2502 N. Rocky Point Dr., Suite 1050, Tampa, Florida 33607; Attn: Mr. John Ryan

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, does hereby grant a non-exclusive easement Grantee, the Grantor's street lighting provider, to construct, operate, maintain, repair, remove, modify, or replace solar powered street lights and appurtenant structures and the right of ingress and egress over, across, on, above, and/or below ground level of lands of the Grantor in Pasco County, Florida, described as follows:

LANDS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

(This Easement was prepared at the request of the Grantor without the benefit of a title search.)

[Signatures on Following Page.]

[Grantor Signature Page]

IN WITNESS WHEREOF, the Grantor has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered in the presence of:

WITNESSES

"GRANTOR"

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

Sign: [Signature]
Print: Mike Gosh
Address: _____

By: [Signature]
Name: ROBERT WOODRUM
Title: CHAIR

Sign: Alia Cowan
Print: Alia Cowan
Address: 619 17th Ave N, St Pete 33704

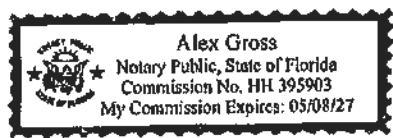
STATE OF FLORIDA

COUNTY OF Pinellas

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of March, 2026 by means of [check applicable] physical presence, or online notarization, by Robert Woodrum, as chair, of Harvest Hills CDD on behalf of the CDD. They are [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: [Signature]
Print: Alex Gross
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Grantee Signature Page]

IN WITNESS WHEREOF, and to signify its acceptance of the foregoing Easement, the Grantee has caused these presents to be duly executed on the date first written above.

Signed, sealed and delivered
in the presence of:
WITNESSES

"GRANTEE"

GIG FIBER, LLC,
a Delaware limited liability company

Sign: Dina Papadopoulos
Print: DINA PAPADOPOULOS
Address: 2502 N. ROCKY POINT DR.
TAMPA, FL 33607

By: [Signature]
Name: John M. Ryan
Title: Manager

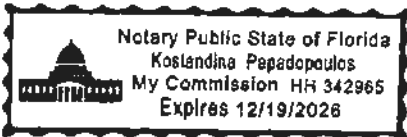
Sign: Kaleigh Hoffman
Print: Kaleigh Hoffman
Address: 2502 N. Rocky Point Dr.
Tampa, FL 33607

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of MARCH, 2026 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: Kostandina Papadopoulos
Print: KOSTANDINA PAPADOPOULOS
Notary Public

(AFFIX NOTARY SEAL BELOW)



**EXHIBIT "A" (to Easement)
Legal Description**

[The Easement will be consistent with the areas shown in the Installation Site in accordance with the Installation plans. The legal description is not yet available to Grantor at this time; however, the corresponding legal description will be inserted in this exhibit when available prior to recording.]

Tracts R-1 and R-2, on the plat entitled Harmony Ridge at Pasadena Hills Phase 1A, as recorded in Book ____, Pages ____ - ____, of the Official Records of Pasco County, Florida.

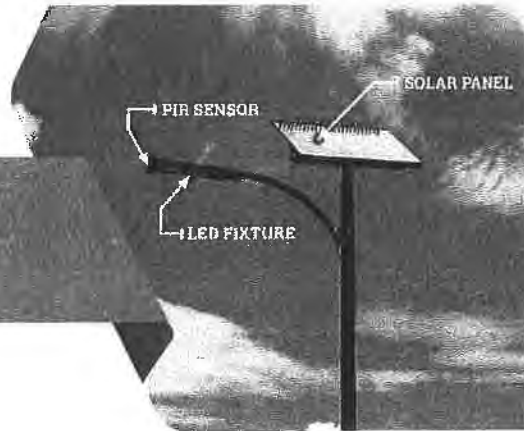
Exhibit "C"

Streetleaf Cleaning Guide

streetleaf

AVE modern
BLVD modern

CLEANING GUIDE



Streetleaf solar streetlights are built for long-term reliability with minimal cleaning needs. Routine upkeep helps ensure optimal performance and maximum light output.

1. SOLAR PANEL

Purpose: Converts sunlight into electricity.

Cleaning: Once per year, clean the solar panel surface using distilled water and a microfiber cloth. If the panel is accessible without a bucket truck, a telescopic cleaning arm may be used.

Inspection: Check that the solar panel is free from dust, dirt, or debris that could block sunlight and reduce efficiency.

Landscaping: Each year, trim back nearby trees or branches that could shade the solar panel and reduce energy collection.

Warning: Do not use a pressure washer. High-pressure water can damage the solar cells or compromise the panel seals.

2. LED FIXTURE AND PIR SENSOR

Purpose: Provides illumination and motion detection.

Cleaning: Clean the LED lens and PIR sensor if debris, bugs, or dirt accumulate.

Inspection: Check and clean during your annual solar panel maintenance or as needed to ensure optimal performance.

Warning: Do not use a pressure washer. High-pressure water can damage the LEDs or compromise the PIR sensor.

3. OTHER COMPONENTS

Regular cleaning is not required for other components such as the controller, battery, or housing.

RELIABLE LIGHT.
RENEWABLE POWER.

streetleaf

2502 N. Rocky Point Drive, Ste 1070, Tampa, FL 33607
streetleaf.com | 813-800-LEAF(5323)

Exhibit "D"

Memorandum of Outdoor Solar Lighting Service Agreement

PREPARED BY AND AFTER RECORDING
RETURN TO:
GIG Fiber, LLC
2502 N. Rocky Point Dr., Suite 1050
Tampa, FL 33607
Attn: General Counsel

_____ [Space Above This Line for Recording Information] _____

MEMORANDUM OF OUTDOOR SOLAR LIGHTING EQUIPMENT SERVICE AGREEMENT

THIS MEMORANDUM OF OUTDOOR SOLAR LIGHTING SERVICE AGREEMENT ("Memorandum"), executed this ____ day of ____, 2026 by and between GIG FIBER, LLC, a Delaware limited liability company (the "Company"), whose address is 2502 N. Rocky Point Drive, Ste. 1050, Tampa, Florida 33607, Attn: Mr. John Ryan, and HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes (the "Customer"), whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431

WITNESSETH:

WHEREAS, Company and Customer entered into that certain Outdoor Solar Lighting Service Agreement (the "Agreement"), dated and having an effective date as of _____ (the "Effective Date"), whereby Customer agreed to engage the Company to provide certain services and outdoor solar lighting equipment to be installed and located on real property owned by Customer and located in Pasco County, Florida, as such real property is more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, Company and Customer desire to enter into this Memorandum to memorialize in the Public Records of Pasco County, Florida, the rights and obligations of Company and Customer under the terms of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations contained in the Agreement, and the covenants therein undertaken by or imposed upon the parties, Company and Customer each hereby agree as follows:

1. Recitals; Capitalized Terms. The recitals as set forth above are agreed to be true and correct and incorporated herein by this reference. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Agreement.
2. Installation Site. Pursuant to the Agreement and subject to the Service Fees, terms and conditions set forth therein, Company agreed to provide solar street lighting services to Customer, and Customer agreed to engage the Company to provide lighting services with respect to the Street Lights.
3. Service Fees. The amount of the service fees and other consideration payable are set forth in the Agreement.
4. Term. The term of the Agreement shall be for twenty (20) years beginning on the date specified in the Agreement ("Term").
5. Renewal Terms. Upon written agreement of the Company and the Customer, the Company and the Customer may renew for up to two (2) successive options to renew and extend the term of the

Agreement for successive sixty (60) month periods (each, a "Renewal Term"), with the first such Renewal Term, if approved, commencing immediately upon the expiration of the Term and the second such Renewal Term commencing immediately upon the expiration of the first Renewal Term, subject to the terms and conditions set forth in the Agreement.

6. Additional Terms. Company and Customer acknowledge and agree that the Agreement is in full force and effect. The Agreement in its original form is specifically incorporated by reference herein and made a part hereof. In the event of any conflict between the terms of this Memorandum and the Agreement, the terms of the Agreement shall control.

7. Counterpart Execution. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute a single document.

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed by their authorized representatives, as of the date first set forth above.

[Signatures follow on next page]

[Company signature page]

IN WITNESS WHEREOF, Company has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed and delivered
in the presence of:
WITNESSES

"COMPANY"

GIG FIBER, LLC,
a Delaware limited liability company

Sign: Dina Papadopoulos
Print: DINA PAPANPOULOS
Address: 2502 N. ROCKY POINT DR.
TAMPA, FL 33607

By: [Signature]
Name: John M. Ryan
Title: Manager

Sign: Kaleigh Hoffman
Print: Kaleigh Hoffman
Address: 2502 N. Rocky Point Dr.
Tampa, FL 33607

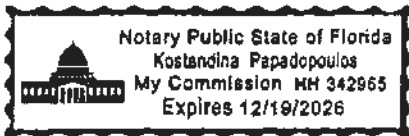
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

THE FOREGOING INSTRUMENT was acknowledged before me this 6 day of MARCH, 2026 by means of [check applicable] physical presence, or online notarization, by John M. Ryan, as the Manager, of Gig Fiber, LLC, a Delaware limited liability company, on behalf of the company. He is [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: Kostandina Papadopoulos
Print: KOSTANDINA PAPANPOULOS
Notary Public

(AFFIX NOTARY SEAL BELOW)



[Customer signature page]

IN WITNESS WHEREOF, Customer has caused this Memorandum to be executed by its authorized representative, as of the date first set forth above.

Signed, sealed, and delivered in the presence of:

WITNESSES

"CUSTOMER"

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes

Sign: [Signature]
Print: Mike Grew
Address: _____

By: [Signature]
Name: ROBERT BOLOSTAR
Title: CHAIR

Sign: [Signature]
Print: Alia Cowan
Address: 819 17th Aven, St Petersburg, FL 33704

STATE OF FLORIDA
COUNTY OF Pinellas

THE FOREGOING INSTRUMENT was acknowledged before me this 2nd day of March, 2006 by means of [check applicable] physical presence, or online notarization, by Robert Bolostar, as chair, of Harvest Hills CDD on behalf of the CDD. They are [check applicable] personally known to me, or produced a valid driver's license as identification.

Sign: [Signature]
Print: Alex Gross
Notary Public

(AFFIX NOTARY SEAL BELOW)

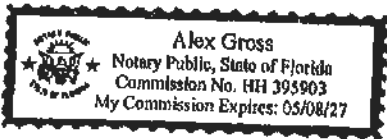
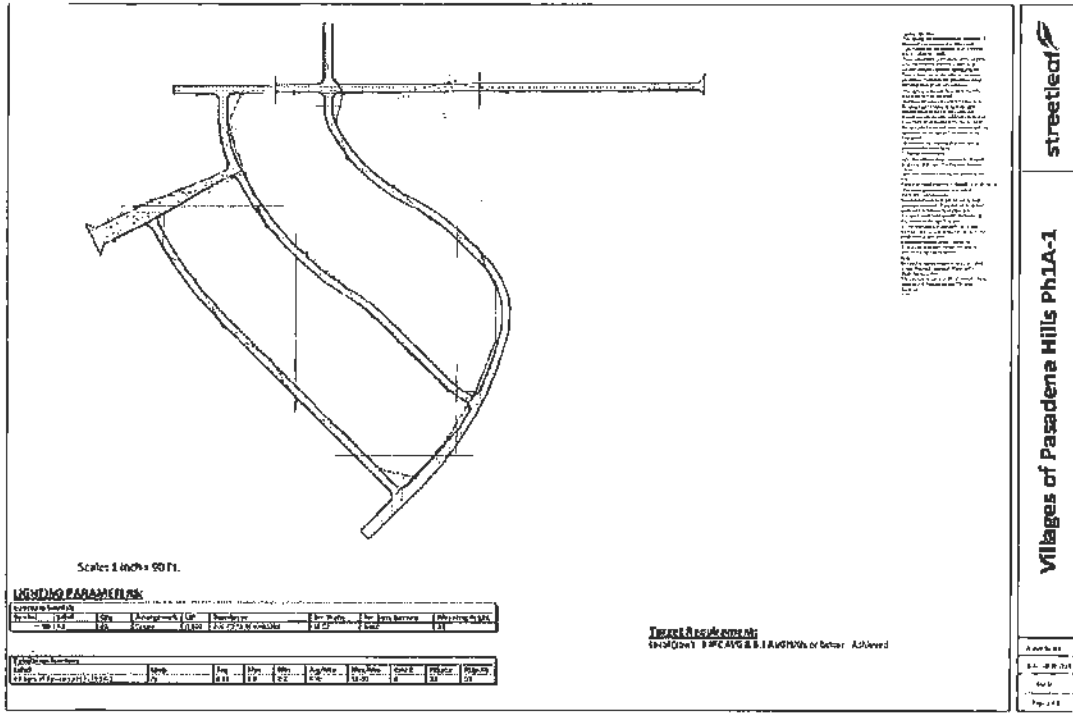


EXHIBIT "A" (to Memorandum)

Description of Installation Plans at Installation Site



streetleaf

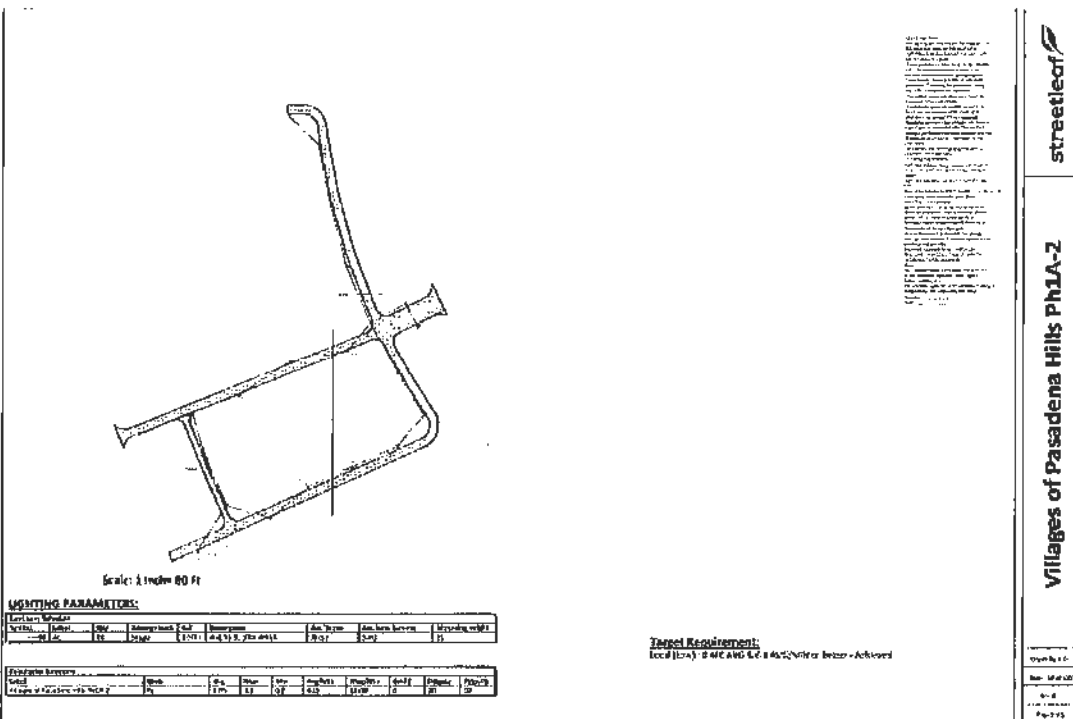
Villages of Pasadena Hills Ph1A-1

Sheet No. 1

Date: 10/1/2011

Scale: 1" = 50'

Page 1 of 1



streetleaf

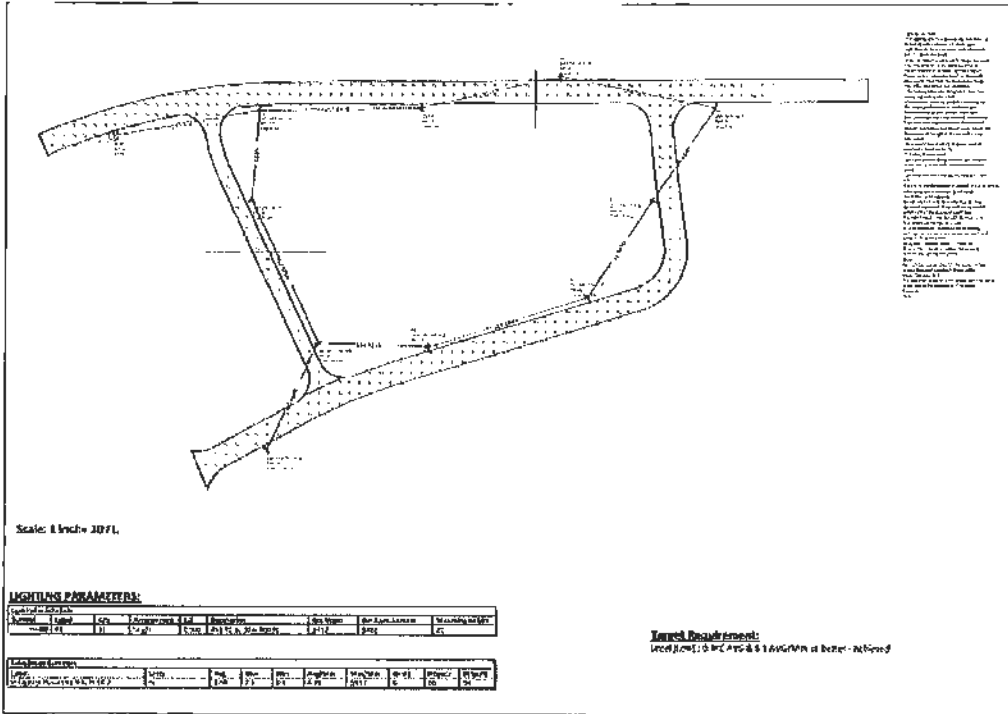
Villages of Pasadena Hills Ph1A-2

Sheet No. 2

Date: 10/1/2011

Scale: 1" = 50'

Page 2 of 1

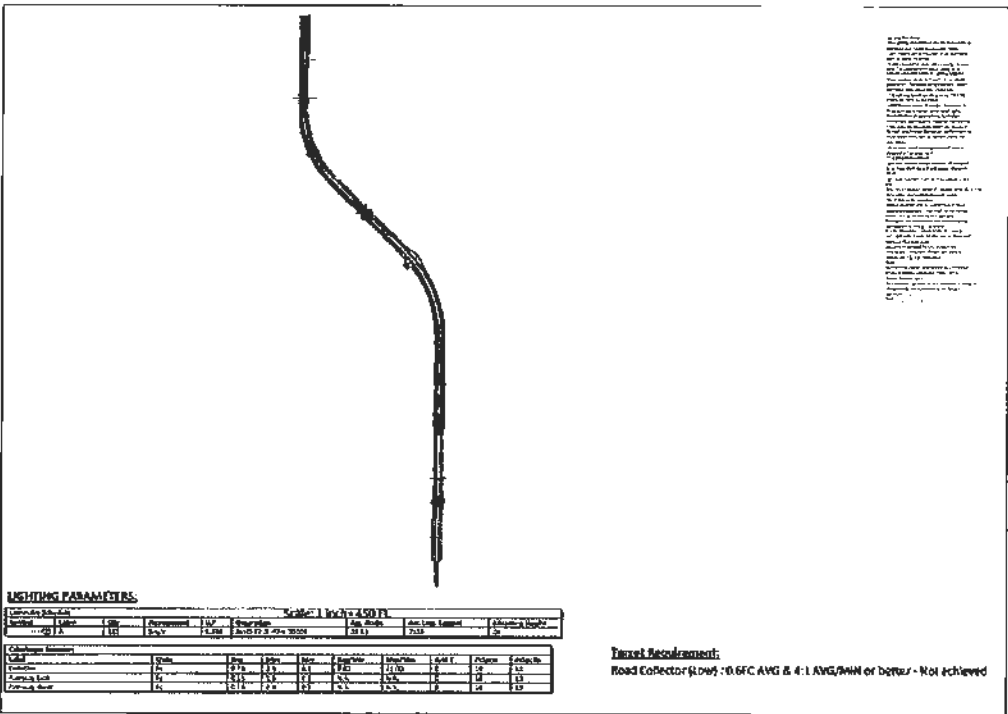


streetleaf

Villages of Pasadena Hills Ph1A-3

Sheet No. 1

Page 1 of 1



streetleaf

Harvest Hills Handcart Road

Sheet No. 1

Page 1 of 1

Installation Site

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS

B



Scope of Work

Harvest Hills PH1A

This Scope of Work is an addendum to the Professional Services Agreement dated 05/23/2018. All capitalized terms and phrases in this Scope of Work, unless otherwise defined herein, shall have the same meaning as set forth in the Professional Services Agreement. In the event any provision of this Scope of Work conflicts with a provision of the Professional Services Agreement, such provision of the Professional Services Agreement shall govern and control for all purposes and in all respects.

All infrastructure development pursuant to PH1A and Handcart Road earthwork

Harvest Hills PH1A proposal dated 11/06/2024 (pgs. 1-5) attached

- **Harvest Hills Ph1A construction drawings plan revision dated 07-25-2024**

RIPA & Associates, LLC.

By: _____

(signature)

Chris LaFace

(printed name)

Its: _____

President

(title)

Date: _____

November 13, 2024

M/I Homes of Tampa, LLC

By: _____

(signature)

Scott Griffith

(printed name)

Its: _____

Vice President of Land

(title)

Date: _____

November 13, 2024

MR
11/13/24



Pricing Schedule

Harvest Hills PH1A

This Pricing Schedule is an addendum to the Professional Services Agreement dated 05/23/2018. All capitalized terms and phrases in this Pricing Schedule, unless otherwise defined herein, shall have the same meaning as set forth in the Professional Services Agreement. In the event any provision of this Pricing Schedule conflicts with a provision of the Professional Services Agreement, such provision of the Professional Services Agreement shall govern and control for all purposes and in all respects.

Harvest Hills PH1A proposal dated 11/06/2024 (pgs. 1-5) attached

Total: \$11,824,138.80

RIPA & Associates, LLC.

M/I Homes of Tampa, LLC

By: _____
(signature)

By: _____
(signature)

Chris LaFace

(printed name)

Scott Griffith

(printed name)

Its: _____
President
(title)

Its: _____
Vice President of Land
(title)

Date: _____
November 13, 2024

Date: _____
November 13, 2024

MR
11/13/24



RIPA

& ASSOCIATES

CIVIL | UTILITY CONSTRUCTORS

To: M.I. Homes of Tampa, LLC	Contact: Mark Roscoe
Address: 4343 Anchor Plaza Parkway Tampa, FL 33634	Phone: (813) 393-5765
	Fax: (813) 290-8203
Project Name: Harvest Hills Phase 1A	Bid Number: 24-146
Project Location: Handcart Rd, Pasadena Hills, FL	Bid Date: 11/6/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
101 - GENERAL CONDITIONS 1A					
001	MOBILIZATION	1.00	LS	\$185,000.00	\$185,000.00
002	NPDES COMPLIANCE	1.00	LS	\$31,000.00	\$31,000.00
003	CONSTRUCTION ENTRANCE	1.00	EACH	\$5,350.00	\$5,350.00
004	SILT FENCE	31,425.00	LF	\$1.70	\$53,422.50
005	DEMO EXISTING FENCE	20,095.00	LF	\$1.90	\$38,180.50
Total Price for above 101 - GENERAL CONDITIONS 1A Items:					\$312,953.00

102 - EARTHWORK PH1A					
006	CLEARING & GRUBBING (BURN ONSITE)	1.00	LS	\$130,000.00	\$130,000.00
007	STRIP / PREP SITE	1.00	LS	\$195,000.00	\$195,000.00
008	SITE EXCAVATION (70K CY EXCESS)	642,968.00	CY	\$3.40	\$2,186,091.20
009	SITE EXCAVATION (HANDCART RD)	28,646.00	CY	\$3.40	\$97,396.40
010	CONSTRUCT SWALE	4,260.00	LF	\$7.65	\$32,589.00
011	SOD 5' BOC / EOP - BAHIA	11,175.00	SY	\$3.50	\$39,112.50
012	SOD POND SLOPES - BAHIA	181,255.00	SY	\$3.50	\$634,392.50
013	SEED & MULCH RIGHT OF WAY	24,575.00	SY	\$0.40	\$9,830.00
014	SEED & MULCH DISTURBED AREAS	501,310.00	SY	\$0.40	\$200,524.00
015	ANCHOR BLOCK RETAINING WALL W/O HANDRAIL	866.00	LF	\$180.00	\$155,880.00
016	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	480.00	LF	\$245.00	\$117,600.00
017	FINAL GRADING	1.00	LS	\$105,000.00	\$105,000.00
Total Price for above 102 - EARTHWORK PH1A Items:					\$3,903,415.60

103 - PAVING PH1A					
018	1 1/2" TYPE SP ASPHALT	27,075.00	SY	\$17.05	\$461,628.75
019	6" CEMENT TREATED BASE - ACCESS RD	3,240.00	SY	\$21.10	\$68,364.00
020	6" LIMEROCK BASE (LBR 100)	27,075.00	SY	\$12.65	\$342,498.75
021	12" STABILIZED SUBGRADE (LBR-40)	27,075.00	SY	\$9.15	\$247,736.25
022	PASCO CO. 24" A-3 SUBGRADE	27,075.00	SY	\$2.85	\$77,163.75
023	STABILIZED CURB PAD	21,140.00	LF	\$3.10	\$65,534.00
024	MIAMI CURB	18,920.00	LF	\$22.40	\$423,808.00
025	RIBBON CURB	1,250.00	LF	\$20.05	\$25,062.50
026	TYPE "D" CURB - TRENCH	220.00	LF	\$24.45	\$5,379.00
027	TYPE "F" CURB	970.00	LF	\$26.10	\$25,317.00
028	4" CONCRETE SIDEWALK W\ FIBER	17,940.00	SF	\$7.40	\$132,756.00
029	6" CONCRETE SIDEWALK W\ FIBER	405.00	SF	\$10.15	\$4,110.75
030	5' ADA HANDICAPPED RAMP	24.00	EACH	\$1,050.00	\$25,200.00
031	SIGNAGE & STRIPING	1.00	LS	\$43,000.00	\$43,000.00
Total Price for above 103 - PAVING PH1A Items:					\$1,947,558.75

104 - STORM PH1A					
032	14" X 23" CLASS III ERCP STORM	115.00	LF	\$110.00	\$12,650.00



RIPA

& ASSOCIATES

CIVIL | UTILITY CONSTRUCTORS

To:	M.I. Homes of Tampa, LLC	Contact:	Mark Roscoe
Address:	4343 Anchor Plaza Parkway Tampa, FL 33634	Phone:	(813) 393-5765
Project Name:	Harvest Hills Phase 1A	Fax:	(813) 290-8203
Project Location:	Handcart Rd, Pasadena Hills, FL	Bid Number:	24-146
		Bid Date:	11/6/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
033	18" HP STORM	8,120.00	LF	\$61.55	\$499,786.00
034	24" HP STORM	2,150.00	LF	\$84.50	\$181,675.00
035	30" HP STORM	575.00	LF	\$130.00	\$74,750.00
036	36" HP STORM	1,175.00	LF	\$140.00	\$164,500.00
037	42" HP STORM	385.00	LF	\$175.00	\$67,375.00
038	PASCO CO. TYPE 1 CURB INLET	85.00	EACH	\$7,000.00	\$595,000.00
039	PASCO CO. TYPE 1 CURB INLET W\ J-BOTTOM	2.00	EACH	\$9,900.00	\$19,800.00
040	FDOT TYPE P-6 CURB INLET	1.00	EACH	\$10,500.00	\$10,500.00
041	TYPE E GRATE INLET	4.00	EACH	\$13,000.00	\$52,000.00
042	TYPE H GRATE INLET	1.00	EACH	\$12,000.00	\$12,000.00
043	TYPE V GRATE INLET	1.00	EACH	\$8,500.00	\$8,500.00
044	TYPE P MANHOLE	22.00	EACH	\$8,150.00	\$179,300.00
045	TYPE J MANHOLE	5.00	EACH	\$9,800.00	\$49,000.00
046	CONTROL STRUCTURE	1.00	EACH	\$13,000.00	\$13,000.00
047	WEIR WALL CONTROL STRUCTURE	4.00	EACH	\$56,000.00	\$224,000.00
048	GEOWEB SPILLWAY	2.00	EACH	\$8,350.00	\$16,700.00
049	18" MES	1.00	EACH	\$1,950.00	\$1,950.00
050	24" MES	2.00	EACH	\$2,450.00	\$4,900.00
051	36" MES	2.00	EACH	\$3,650.00	\$7,300.00
052	18" FES	5.00	EACH	\$1,500.00	\$7,500.00
053	24" FES	3.00	EACH	\$1,700.00	\$5,100.00
054	30" FES	2.00	EACH	\$2,900.00	\$5,800.00
055	36" FES	3.00	EACH	\$3,250.00	\$9,750.00
056	42" FDOT INDEX 250 HEADWALL	1.00	EACH	\$13,000.00	\$13,000.00
057	DEWATERING	12,520.00	LF	\$6.05	\$75,746.00
058	STORM SEWER TESTING	12,520.00	LF	\$9.45	\$118,314.00
Total Price for above 104 - STORM PH1A Items:					\$2,429,896.00

105 - SANITARY PH1A

059	8" PVC (0'-6' CUT)	5,403.00	LF	\$34.00	\$183,702.00
060	8" PVC (6'-8' CUT)	3,082.00	LF	\$35.15	\$108,332.30
061	8" PVC (8'-10' CUT)	1,450.00	LF	\$37.90	\$54,955.00
062	8" PVC (10'-12' CUT)	686.00	LF	\$41.50	\$28,469.00
063	8" PVC (12'-14' CUT)	374.00	LF	\$46.40	\$17,353.60
064	8" PVC (14'-16' CUT)	74.00	LF	\$69.85	\$5,168.90
065	8" PVC (16'-18' CUT)	44.00	LF	\$87.35	\$3,843.40
066	SANITARY MANHOLE (0'-6' CUT)	20.00	EACH	\$5,300.00	\$106,000.00
067	SANITARY MANHOLE (6'-8' CUT)	9.00	EACH	\$5,950.00	\$53,550.00
068	SANITARY MANHOLE (10'-12' CUT)	1.00	EACH	\$9,050.00	\$9,050.00
069	SANITARY DROP MANHOLE (6'-8' CUT)	1.00	EACH	\$8,200.00	\$8,200.00
070	SANITARY DROP MANHOLE (8'-10' CUT)	1.00	EACH	\$9,350.00	\$9,350.00
071	SANITARY DROP MANHOLE (8'-10' CUT) - LINED	1.00	EACH	\$17,000.00	\$17,000.00



RIPA
& ASSOCIATES
 CIVIL | UTILITY CONSTRUCTORS

To:	M.I. Homes of Tampa, LLC	Contact:	Mark Roscoe
Address:	4343 Anchor Plaza Parkway Tampa, FL 33634	Phone:	(813) 393-5765
Project Name:	Harvest Hills Phase 1A	Fax:	(813) 290-8203
Project Location:	Handcart Rd, Pasadena Hills, FL	Bid Number:	24-146
		Bid Date:	11/6/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
072	SANITARY DROP MANHOLE (10'-12' CUT) - LINED	2.00	EACH	\$18,000.00	\$36,000.00
073	SANITARY DROP MANHOLE (14'-16' CUT) - LINED	1.00	EACH	\$23,000.00	\$23,000.00
074	SANITARY LINED MANHOLE (0'-6' CUT)	5.00	EACH	\$8,500.00	\$42,500.00
075	SANITARY LINED MANHOLE (6'-8' CUT)	5.00	EACH	\$12,000.00	\$60,000.00
076	SANITARY LINED MANHOLE (8'-10' CUT)	2.00	EACH	\$14,500.00	\$29,000.00
077	SANITARY LINED MANHOLE (10'-12' CUT)	4.00	EACH	\$15,500.00	\$62,000.00
078	SANITARY LINED MANHOLE (12'-14' CUT)	1.00	EACH	\$18,000.00	\$18,000.00
079	SINGLE SERVICE	62.00	EACH	\$1,250.00	\$77,500.00
080	DOUBLE SERVICE	83.00	EACH	\$1,500.00	\$124,500.00
081	DEWATERING	11,113.00	LF	\$7.70	\$85,570.10
082	SANITARY SEWER TESTING	11,113.00	LF	\$8.30	\$92,237.90
083	PUMP STATION (8' DIA) #1	1.00	EACH	\$510,000.00	\$510,000.00
084	PUMP STATION (8' DIA) #2	1.00	EACH	\$515,000.00	\$515,000.00
085	CONNECT TO EXISTING FORCEMAIN	2.00	EACH	\$1,650.00	\$3,300.00
086	6" PVC FORCEMAIN (DR 18)	3,040.00	LF	\$27.10	\$82,384.00
087	4" PVC FORCEMAIN (DR 18)	90.00	LF	\$19.60	\$1,764.00
088	6" PLUG VALVE ASSEMBLY	5.00	EACH	\$2,100.00	\$10,500.00
089	4" PLUG VALVE ASSEMBLY	1.00	EACH	\$1,850.00	\$1,850.00
090	6" MJ BEND	26.00	EACH	\$780.00	\$20,280.00
091	4" MJ BEND	2.00	EACH	\$585.00	\$1,170.00
092	6" MJ TEE	1.00	EACH	\$1,050.00	\$1,050.00
093	TEMPORARY BLOWOFF ASSEMBLY	4.00	EACH	\$995.00	\$3,980.00
094	PRESSURE TESTING	3,130.00	LF	\$2.55	\$7,981.50
Total Price for above 105 - SANITARY PH1A Items:					\$2,414,541.70

106 - WATER PH1A

095	CONNECT TO EXISTING WATERMAIN	2.00	EACH	\$1,650.00	\$3,300.00
096	TEMPORARY JUMPER	2.00	EACH	\$8,050.00	\$16,100.00
097	12" PVC WATER MAIN (DR 18)	1,235.00	LF	\$74.65	\$92,192.75
098	8" PVC WATER MAIN (DR 18)	4,590.00	LF	\$40.40	\$185,436.00
099	6" PVC WATER MAIN (DR 18)	4,710.00	LF	\$27.70	\$130,467.00
100	4" PVC WATER MAIN (DR 18)	170.00	LF	\$19.50	\$3,315.00
101	12" GATE VALVE ASSEMBLY	8.00	EACH	\$4,950.00	\$39,600.00
102	8" GATE VALVE ASSEMBLY	21.00	EACH	\$2,800.00	\$58,800.00
103	6" GATE VALVE ASSEMBLY	20.00	EACH	\$2,000.00	\$40,000.00
104	4" GATE VALVE ASSEMBLY	2.00	EACH	\$1,700.00	\$3,400.00
105	12" MJ BEND	4.00	EACH	\$985.00	\$3,940.00
106	8" MJ BEND	11.00	EACH	\$520.00	\$5,720.00
107	6" MJ BEND	17.00	EACH	\$375.00	\$6,375.00
108	12" MJ TEE	1.00	EACH	\$1,600.00	\$1,600.00
109	8" MJ TEE	4.00	EACH	\$830.00	\$3,320.00
110	6" MJ TEE	2.00	EACH	\$590.00	\$1,180.00



RIPA
& ASSOCIATES
 CIVIL | UTILITY CONSTRUCTORS

To:	M.I. Homes of Tampa, LLC	Contact:	Mark Roscoe
Address:	4343 Anchor Plaza Parkway Tampa, FL 33634	Phone:	(813) 393-5765
		Fax:	(813) 290-8203
Project Name:	Harvest Hills Phase 1A	Bid Number:	24-146
Project Location:	Handcart Rd, Pasadena Hills, FL	Bid Date:	11/6/2024

Line #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
111	12" MJ CROSS	1.00	EACH	\$1,650.00	\$1,650.00
112	8" MJ CROSS	1.00	EACH	\$915.00	\$915.00
113	8" MJ REDUCER	4.00	EACH	\$435.00	\$1,740.00
114	FIRE HYDRANT ASSEMBLY	11.00	EACH	\$8,000.00	\$88,000.00
115	SINGLE SERVICE SHORT	35.00	EACH	\$445.00	\$15,575.00
116	DOUBLE SERVICE SHORT	53.00	EACH	\$600.00	\$31,800.00
117	SINGLE SERVICE LONG	21.00	EACH	\$600.00	\$12,600.00
118	DOUBLE SERVICE LONG	34.00	EACH	\$755.00	\$25,670.00
119	WATER SERVICE TO LIFT STATION	2.00	EACH	\$2,150.00	\$4,300.00
120	TEMPORARY BLOWOFF ASSEMBLY	11.00	EACH	\$995.00	\$10,945.00
121	CHLORINATION & PRESSURE TESTING	10,705.00	LF	\$2.60	\$27,833.00
Total Price for above 106 - WATER PH1A Items:					\$815,773.75

Total Bid Price: \$11,824,138.80

PHASE 1A

101 - GENERAL CONDITIONS 1A	\$312,953.00
102 - EARTHWORK PH1A	\$3,903,415.60
103 - PAVING PH1A	\$1,947,558.75
104 - STORM PH1A	\$2,429,896.00
105 - SANITARY PH1A	\$2,414,541.70
106 - WATER PH1A	\$815,773.75

Total Price for above PHASE 1A Items: \$11,824,138.80

Notes:

- CONSTRUCTION STAKING & RECORD SURVEY BY OTHERS
- GEOTECHNICAL/ MATERIALS TESTING IS BY OTHERS.
- BONDING NOT INCLUDED. IF REQUIRED, PLEASE ADD 1.25%.
- PERMIT / INSPECTION FEES BY OTHERS.
- ASSUMES DISCING SHALL BE ACCEPTED BY THE GEOTECHNICAL ENGINEER.
- THIS PROPOSAL IS BASED ON EXISTING TOPO NOTED ON THE DRAWINGS BEING ACCURATE WITHIN 0.2 FEET AT ANY GIVEN LOCATION. TOPO VERIFICATION MAY BE REQUIRED PRIOR TO FINAL CONTRACT.
- THIS PROPOSAL IS BASED ON ALL ONSITE CUT MATERIAL, INCLUDING MATERIAL FROM PIPE TRENCHES, BEING USABLE FOR STRUCTURAL / PAVEMENT AREAS AND TRENCH BACKFILL. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIAL IS NOT INCLUDED.
- NO ALLOWANCE HAS BEEN MADE FOR TESTING, HANDLING, TREATING, REMOVING OR DISPOSING OF HAZARDOUS OR CONTAMINATED MATERIALS, SOILS, OR GROUNDWATER. IN ADDITION, REMOVAL AND DISPOSAL OF BURIED TRASH IS NOT INCLUDED.
- TELEPHONE, POWER, CABLE, IRRIGATION, ETC. CONDUIT AND SLEEVES BY OTHERS, UNLESS SPECIFIED.
- UNLESS NOTED, WE HAVE NOT INCLUDED ANY ADJUSTMENTS/REMOVAL OR RELOCATION OF EXISTING UTILITIES WHICH MAY CONFLICT WITH PROPOSED WORK.
- **ITEMS NOT INCLUDED:** IMPORT FILL; WELL ABANDONMENT; LANDSCAPING; IRRIGATION; ROOT PRUNING; TREE TRIMMING; INVASIVE SPECIES REMOVAL; MITIGATION PLANTINGS; DEMOLITION; STRIPPING OF SITE; FENCE; AND PERIMETER WALLS.

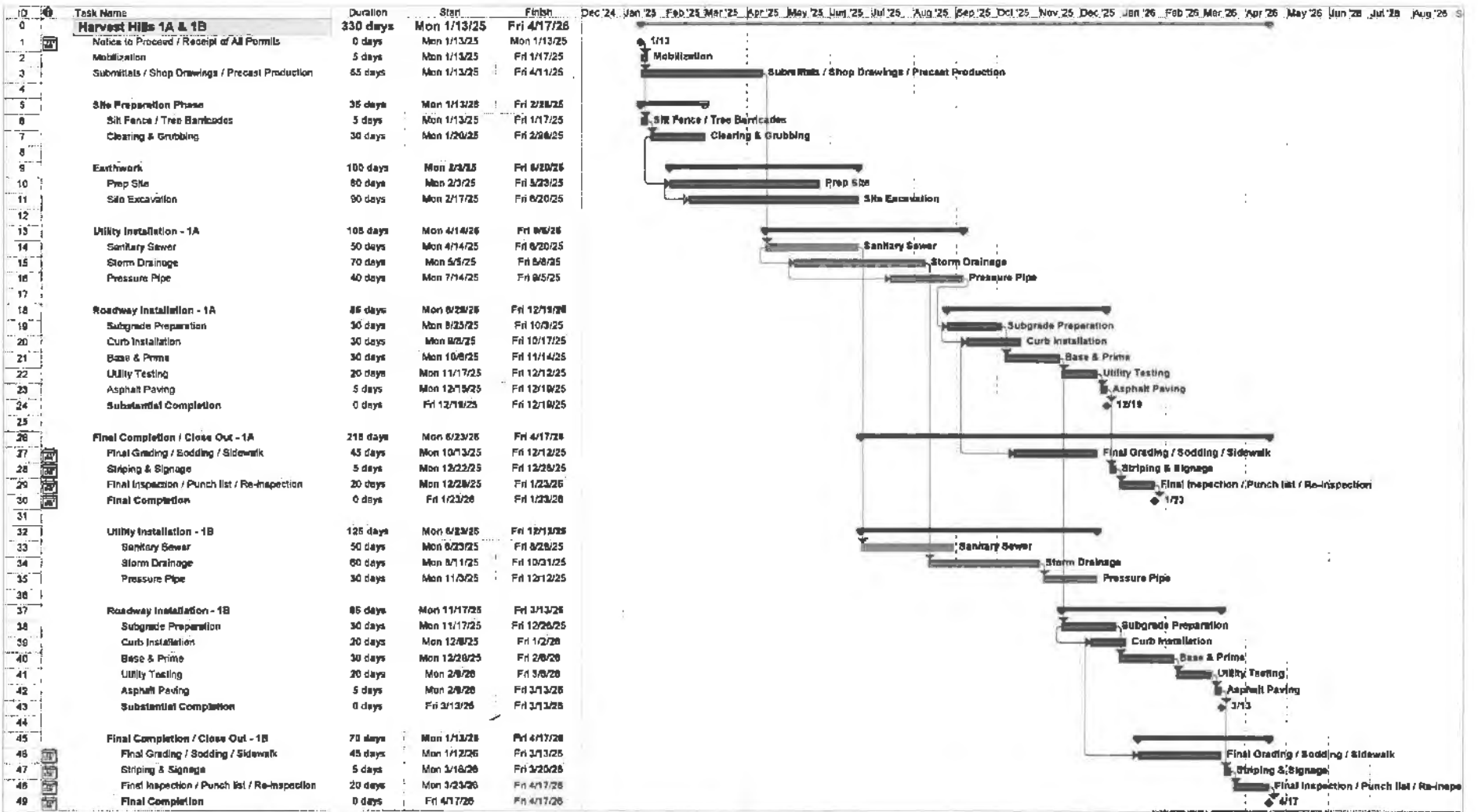


RIPA
& ASSOCIATES
 CIVIL | UTILITY CONSTRUCTORS

To: M.I. Homes of Tampa, LLC	Contact: Mark Roscoe
Address: 4343 Anchor Plaza Parkway Tampa, FL 33634	Phone: (813) 393-5765 Fax: (813) 290-8203
Project Name: Harvest Hills Phase 1A	Bid Number: 24-146
Project Location: Handcart Rd, Pasadena Hills, FL	Bid Date: 11/6/2024

- FUEL PRICING IS BASED ON \$3.25 / GALLON FOR OFF-ROAD DIESEL FUEL AND CONCRETE AT \$189 / CY AVERAGE. THIS PROPOSAL IS VALID FOR 30 DAYS. DUE TO THE VOLATILITY OF FUEL, PETROLEUM / PVC AND CONCRETE PRODUCTS, WE ARE UNABLE TO PREDICT TOMORROW'S MARKET. THIS PROPOSAL DOES NOT INCLUDE ANY ADJUSTMENTS / SURCHARGE FOR MATERIAL PRICE INCREASES.
- THIS PROPOSAL IS BASED ON CONSTRUCTION WITH THE MOST RECENT REVISION DATE BEING 5/31/24 & 7/25/24.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Ripa & Associates</p> <p>Authorized Signature: _____</p> <p>Estimator: David Compton 813-376-2261 dcompton@ripaconstruction.com</p>
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Project: Harvest Hills 1A & 1B	Task	Project Summary	Inactive Summary	Manual Summary	External Milestone
Date: Tue 11/12/24	Split	External Tasks	Manual Task	Start-only	Progress
	Milestone	External Milestones	Duration-only	Finish-only	Deadline
	Summary	Inactive Milestone	Manual Summary Rollup	External Tasks	

APPLICATION AND CERTIFICATE FOR PAYMENT

Invoice #: RA2512125

To Owner: M/I Homes of Tampa, LLC
4211 W Boy Scout Blvd, Ste 300

Tampa, FL 33607

Project: Harvest Hills Ph 1A

Application No. : 10

Distribution to :

Owner

Engineer

Contractor

Period To: 12/31/2025

From Contractor: RIPA & Associates, LLC
1409 Tech Blvd., Suite 1
Tampa, FL 33619

Via Engineer:

Project Nos: 24-2257-

Contract For:

Contract Date:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum	\$12,059,771.30
2. Net Change By Change Order	\$546,402.72
3. Contract Sum To Date	\$12,606,174.02
4. Total Completed and Stored To Date	\$10,458,280.40
5. Retainage:	
a. 10.00% of Completed Work	\$1,045,828.20
b. 0.00% of Stored Material	\$0.00
Total Retainage	\$1,045,828.20
6. Total Earned Less Retainage	\$9,412,452.20
7. Less Previous Certificates For Payments	\$8,867,712.36
8. Current Payment Due This Application	\$544,739.84
9. Balance To Finish, Plus Retainage	\$3,193,721.82
10. Previous Applications Unpaid	\$909,817.00
11. Total Amount Unpaid to Date	\$1,454,556.84

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief, the work covered by this Application for Payment has been completed in accordance with the Contract Documents. That all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: RIPA & Associates, LLC

By:  Date: 12/22/25

Sijon Rider, Project Manager

State of: Florida

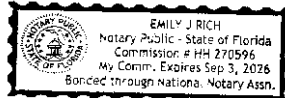
County of: Hillsborough
day of December 2025

Subscribed and sworn to before me this 22

Notary Public:

My Commission expires:





ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Engineer's knowledge, information, and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$544,739.84

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	Additions	Deductions
Total changes approved in previous months by Owner	\$204,000.00	\$0.00
Total Approved this Month	\$342,402.72	\$0.00
TOTALS	\$546,402.72	\$0.00
Net Changes By Change Order	\$546,402.72	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
Application Date : 12/31/25
From: 12/01/25
To: 12/31/25

Invoice # : RA2512125 **Contract : 24-2257- Harvest Hills**

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
	GENERAL CONDITIONS 1A														
001	MOBILIZATION	0.00	LS	0.00	185,000.00	0.00	0.00	0.00	0.00	166,500.00	166,500.00	90.00%	18,500.00	16,650.00	
002	NPDES COMPLIANCE	0.00	LS	0.00	31,000.00	0.00	0.00	0.00	0.00	24,800.00	24,800.00	80.00%	6,200.00	2,480.00	
003	CONSTRUCTION ENTRANCE	1.00	EA	5,350.00	5,350.00	0.00	1.00	1.00	0.00	5,350.00	5,350.00	100.00%	0.00	535.00	
004	SILT FENCE	31,425.00	LF	1.70	53,422.50	0.00	31,425.00	31,425.00	0.00	53,422.50	53,422.50	100.00%	0.00	5,342.25	
005	DEMO EXISTING FENCE	20,095.00	LF	1.90	38,180.50	0.00	20,095.00	20,095.00	0.00	38,180.50	38,180.50	100.00%	0.00	3,818.06	
	GENERAL CONDITIONS 1A Totals	51,521.00			312,953.00	0.00	51,521.00	51,521.00	0.00	288,253.00	288,253.00	92.11%	24,700.00	28,825.31	
	EARTHWORK PH1A														
006	CLEARING & GRUBBING (BURN ONSITE)	0.00	LS	0.00	130,000.00	0.00	0.00	0.00	0.00	130,000.00	130,000.00	100.00%	0.00	13,000.00	
007	STRIP / PREP SITE	0.00	LS	0.00	195,000.00	0.00	0.00	0.00	0.00	195,000.00	195,000.00	100.00%	0.00	19,500.00	
008	SITE EXCAVATION (70K CY EXCESS)	642,968.00	CY	3.40	2,186,091.20	0.00	642,968.00	642,968.00	0.00	2,186,091.20	2,186,091.20	100.00%	0.00	218,609.12	
009	SITE EXCAVATION (HANDCART RD)	28,646.00	CY	3.40	97,396.40	0.00	28,646.00	28,646.00	0.00	97,396.40	97,396.40	100.00%	0.00	9,739.64	
010	CONSTRUCT SWALE	4,260.00	LF	7.65	32,589.00	0.00	4,260.00	4,260.00	0.00	32,589.00	32,589.00	100.00%	0.00	3,258.91	
011	SOD 5' BOC / EOP - BAHIA	11,175.00	SY	3.50	39,112.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	39,112.50	0.00	
012	SOD POND SLOPES - BAHIA	181,255.00	SY	3.50	634,392.50	0.00	172,192.25	172,192.25	0.00	602,672.88	602,672.88	95.00%	31,719.62	60,267.29	
013	SEED & MULCH RIGHT OF WAY	24,575.00	SY	0.40	9,830.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	9,830.00	0.00	
014	SEED & MULCH DISTURBED AREAS	501,310.00	SY	0.40	200,524.00	0.00	501,310.00	501,310.00	0.00	200,524.00	200,524.00	100.00%	0.00	20,052.40	
015	ANCHOR BLOCK RETAINING WALL W/O HANDRAIL	866.00	LF	180.00	155,880.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	155,880.00	0.00	
016	ANCHOR BLOCK RETAINING WALL W/ HANDRAIL	480.00	LF	245.00	117,600.00	0.00	96.00	96.00	0.00	23,520.00	23,520.00	20.00%	94,080.00	2,352.00	
017	FINAL GRADING	0.00	LS	0.00	105,000.00	0.00	0.00	0.00	15,750.00	10,500.00	26,250.00	25.00%	78,750.00	2,625.00	
224	HAND DUG SWALE	35.00	LF	28.00	980.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	980.00	0.00	
225	CHECK DAMS	11.00	EA	750.00	8,250.00	11.00	0.00	11.00	8,250.00	0.00	8,250.00	100.00%	0.00	825.00	
	EARTHWORK PH1A - CO#3 Totals	395,581.00			3,912,645.60	11.00	349,472.25	349,483.25	24,000.00	3,478,293.48	3,502,293.48	89.51%	410,352.12	350,229.36	
	PAVING PH1A														
018	1 1/2" TYPE SP ASPHALT	27,075.00	SY	17.05	461,628.75	10,830.00	0.00	10,830.00	184,651.50	0.00	184,651.50	40.00%	276,977.25	18,465.15	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
Application Date : 12/31/25
From: 12/01/25
To: 12/31/25

Invoice # : RA2512125 **Contract : 24-2257- Harvest Hills**

Item No.	Description of Work	Qty	Contract Sum to Date										Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%		
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application				
019	6" CEMENT TREATED BASE - ACCESS RD	3,240.00	SY	21.10	68,364.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	68,364.00	0.00
020	6" LIMEROCK BASE (LBR 100)	27,075.00	SY	12.65	342,498.75	0.00	9,476.25	9,476.25	0.00	119,874.56	119,874.56	35.00%	222,624.19	11,987.46
021	12" STABILIZED SUBGRADE (LBR-40)	27,075.00	SY	9.15	247,736.25	0.00	10,830.00	10,830.00	0.00	99,094.50	99,094.50	40.00%	148,641.75	9,909.45
022	PASCO CO. 24" A-3 SUBGRADE	27,075.00	SY	2.85	77,163.75	0.00	20,306.25	20,306.25	0.00	57,872.81	57,872.81	75.00%	19,290.94	5,787.28
023	STABILIZED CURB PAD	21,140.00	LF	3.10	65,534.00	0.00	8,456.00	8,456.00	0.00	26,213.60	26,213.60	40.00%	39,320.40	2,621.36
024	MIAMI CURB	18,920.00	LF	22.40	423,808.00	0.00	7,568.00	7,568.00	0.00	169,523.20	169,523.20	40.00%	254,284.80	16,952.32
025	RIBBON CURB	1,250.00	LF	20.05	25,062.50	0.00	1,250.00	1,250.00	0.00	25,062.50	25,062.50	100.00%	0.00	2,506.25
026	TYPE "D" CURB - TRENCH	220.00	LF	24.45	5,379.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	5,379.00	0.00
027	TYPE "F" CURB	970.00	LF	26.10	25,317.00	0.00	485.00	485.00	0.00	12,658.50	12,658.50	50.00%	12,658.50	1,265.85
028	4" CONCRETE SIDEWALK W\ FIBER	17,940.00	SF	7.40	132,756.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	132,756.00	0.00
029	6" CONCRETE SIDEWALK W\ FIBER	405.00	SF	10.15	4,110.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	4,110.75	0.00
030	5' ADA HANDICAPPED RAMP	24.00	EA	1,050.00	25,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	25,200.00	0.00
031	SIGNAGE & STRIPING	0.00	LS	0.00	43,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	43,000.00	0.00
226	SIGNAGE CREDIT	0.00	LS	0.00	-16,900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	-16,900.00	0.00
227	4" CONCRETE SIDEWALK W\ FIBER	-1,713.00	SF	7.40	-12,676.20	-1,713.00	0.00	-1,713.00	-12,676.20	0.00	-12,676.20	100.00%	0.00	-1,267.62
228	5' ADA HANDICAPPED RAMP	-20.00	EA	1,350.00	-27,000.00	-20.00	0.00	-20.00	-27,000.00	0.00	-27,000.00	100.00%	0.00	-2,700.00
	PAVING PH1A - CO#3 Totals	170,676.00			1,890,982.55	9,097.00	58,371.50	67,468.50	144,975.30	510,299.67	655,274.97	34.65%	1,235,707.58	65,527.50
	STORM PH1A													
032	14" X 23" CLASS III ERCP STORM	115.00	LF	110.00	12,650.00	0.00	115.00	115.00	0.00	12,650.00	12,650.00	100.00%	0.00	1,265.00
033	18" HP STORM	8,120.00	LF	61.55	499,786.00	0.00	8,120.00	8,120.00	0.00	499,786.00	499,786.00	100.00%	0.00	49,978.60
034	24" HP STORM	2,150.00	LF	84.50	181,675.00	0.00	2,150.00	2,150.00	0.00	181,675.00	181,675.00	100.00%	0.00	18,167.52
035	30" HP STORM	575.00	LF	130.00	74,750.00	0.00	575.00	575.00	0.00	74,750.00	74,750.00	100.00%	0.00	7,475.00
036	36" HP STORM	1,175.00	LF	140.00	164,500.00	0.00	1,175.00	1,175.00	0.00	164,500.00	164,500.00	100.00%	0.00	16,450.00
037	42" HP STORM	385.00	LF	175.00	67,375.00	0.00	385.00	385.00	0.00	67,375.00	67,375.00	100.00%	0.00	6,737.51
038	PASCO CO. TYPE 1 CURB INLET	85.00	EA	7,000.00	595,000.00	0.00	80.75	80.75	0.00	565,250.00	565,250.00	95.00%	29,750.00	56,525.00
039	PASCO CO. TYPE 1 CURB INLET W\ J-BOTTOM	2.00	EA	9,900.00	19,800.00	0.00	1.90	1.90	0.00	18,810.00	18,810.00	95.00%	990.00	1,881.00
040	FDOT TYPE P-6 CURB INLET	1.00	EA	10,500.00	10,500.00	0.00	1.00	1.00	0.00	10,500.00	10,500.00	100.00%	0.00	1,050.00

CONTINUATION SHEET

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Application No. : 10
Application Date : 12/31/25
From: 12/01/25
To: 12/31/25

Invoice # : RA2512125 **Contract : 24-2257- Harvest Hills**

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
041	TYPE E GRATE INLET	4.00	EA	13,000.00	52,000.00	0.00	4.00	4.00	0.00	52,000.00	52,000.00	100.00%	0.00	5,200.00	
042	TYPE H GRATE INLET	1.00	EA	12,000.00	12,000.00	0.00	1.00	1.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00	
043	TYPE V GRATE INLET	1.00	EA	8,500.00	8,500.00	0.00	0.95	0.95	0.00	8,075.00	8,075.00	95.00%	425.00	807.50	
044	TYPE P MANHOLE	22.00	EA	8,150.00	179,300.00	0.00	20.90	20.90	0.00	170,335.00	170,335.00	95.00%	8,965.00	17,033.50	
045	TYPE J MANHOLE	5.00	EA	9,800.00	49,000.00	0.00	4.75	4.75	0.00	46,550.00	46,550.00	95.00%	2,450.00	4,655.00	
046	CONTROL STRUCTURE	1.00	EA	13,000.00	13,000.00	0.00	0.95	0.95	0.00	12,350.00	12,350.00	95.00%	650.00	1,235.00	
047	WEIR WALL CONTROL STRUCTURE	4.00	EA	56,000.00	224,000.00	0.00	3.84	3.84	0.00	215,040.00	215,040.00	96.00%	8,960.00	21,504.00	
048	GEOWEB SPILLWAY	2.00	EA	8,350.00	16,700.00	0.00	1.60	1.60	0.00	13,360.00	13,360.00	80.00%	3,340.00	1,336.00	
049	18" MES	1.00	EA	1,950.00	1,950.00	0.00	1.00	1.00	0.00	1,950.00	1,950.00	100.00%	0.00	195.00	
050	24" MES	2.00	EA	2,450.00	4,900.00	0.00	2.00	2.00	0.00	4,900.00	4,900.00	100.00%	0.00	490.00	
051	36" MES	2.00	EA	3,650.00	7,300.00	0.00	2.00	2.00	0.00	7,300.00	7,300.00	100.00%	0.00	730.00	
052	18" FES	5.00	EA	1,500.00	7,500.00	0.00	5.00	5.00	0.00	7,500.00	7,500.00	100.00%	0.00	750.00	
053	24" FES	3.00	EA	1,700.00	5,100.00	0.00	3.00	3.00	0.00	5,100.00	5,100.00	100.00%	0.00	510.00	
054	30" FES	2.00	EA	2,900.00	5,800.00	0.00	2.00	2.00	0.00	5,800.00	5,800.00	100.00%	0.00	580.00	
055	36" FES	3.00	EA	3,250.00	9,750.00	0.00	3.00	3.00	0.00	9,750.00	9,750.00	100.00%	0.00	975.00	
056	42" FDOT INDEX 250 HEADWALL	1.00	EA	13,000.00	13,000.00	0.00	1.00	1.00	0.00	13,000.00	13,000.00	100.00%	0.00	1,300.00	
057	DEWATERING	12,520.00	LF	6.05	75,746.00	0.00	12,520.00	12,520.00	0.00	75,746.00	75,746.00	100.00%	0.00	7,574.60	
058	STORM SEWER TESTING	12,520.00	LF	9.45	118,314.00	0.00	8,138.00	8,138.00	0.00	76,904.10	76,904.10	65.00%	41,409.90	7,690.41	
229	WEIR WALL CONTROL STRUCTURE	1.00	EA	56,000.00	56,000.00	1.00	0.00	1.00	56,000.00	0.00	56,000.00	100.00%	0.00	5,600.00	
230	GEOWEB SPILLWAY	-1.00	EA	8,350.00	-8,350.00	-1.00	0.00	-1.00	-8,350.00	0.00	-8,350.00	100.00%	0.00	-835.00	
250	TYPE J MANHOLE - D#197	1.00	EA	19,500.00	19,500.00	1.00	0.00	1.00	19,500.00	0.00	19,500.00	100.00%	0.00	1,950.00	
251	18" HP STORM - #197 To #198	100.00	LF	61.55	6,155.00	100.00	0.00	100.00	6,155.00	0.00	6,155.00	100.00%	0.00	615.50	
252	18" MES - #198	1.00	EA	1,950.00	1,950.00	1.00	0.00	1.00	1,950.00	0.00	1,950.00	100.00%	0.00	195.00	
253	TYPE J MANHOLE - D#187	1.00	EA	19,500.00	19,500.00	1.00	0.00	1.00	19,500.00	0.00	19,500.00	100.00%	0.00	1,950.00	
254	60" HP STORM - D-#187 To D-#199	160.00	LF	345.00	55,200.00	160.00	0.00	160.00	55,200.00	0.00	55,200.00	100.00%	0.00	5,520.00	
255	60" MES - D-#199	1.00	EA	8,325.00	8,325.00	1.00	0.00	1.00	8,325.00	0.00	8,325.00	100.00%	0.00	832.50	
256	60" MES - D-#181, D-#179	2.00	EA	10,000.00	20,000.00	2.00	0.00	2.00	20,000.00	0.00	20,000.00	100.00%	0.00	2,000.00	
257	60" HP STORM	217.00	LF	360.00	78,120.00	217.00	0.00	217.00	78,120.00	0.00	78,120.00	100.00%	0.00	7,812.00	

CONTINUATION SHEET

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Application No. : 10
 Application Date : 12/31/25
 From: 12/01/25
 To: 12/31/25

Invoice # : RA2512125 Contract : 24-2257- Harvest Hills

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
258	TYPE J MANHOLE - D #180, D-#177, D-#178	3.00	EA	13,000.00	39,000.00	3.00	0.00	3.00	39,000.00	0.00	39,000.00	100.00%	0.00	3,900.00	
259	19" X 30" CLASS III ERCP STORM - CLEARANCE ISSUE B/W D#171 A	168.00	LF	124.94	20,989.92	168.00	0.00	168.00	20,989.92	0.00	20,989.92	100.00%	0.00	2,098.99	
	STORM PH1A - CO#7 Totals	38,361.00			2,746,285.92	654.00	33,318.64	33,972.64	316,389.92	2,332,956.10	2,649,346.02	96.47%	96,939.90	264,934.63	
	SANITARY PH1A														
059	8" PVC (0-6' CUT)	5,403.00	LF	34.00	183,702.00	0.00	5,403.00	5,403.00	0.00	183,702.00	183,702.00	100.00%	0.00	18,370.20	
060	8" PVC (6'-8' CUT)	3,082.00	LF	35.15	108,332.30	0.00	3,082.00	3,082.00	0.00	108,332.30	108,332.30	100.00%	0.00	10,833.23	
061	8" PVC (8'-10' CUT)	1,450.00	LF	37.90	54,955.00	0.00	1,450.00	1,450.00	0.00	54,955.00	54,955.00	100.00%	0.00	5,495.51	
062	8" PVC (10'-12' CUT)	686.00	LF	41.50	28,469.00	0.00	686.00	686.00	0.00	28,469.00	28,469.00	100.00%	0.00	2,846.92	
063	8" PVC (12'-14' CUT)	374.00	LF	46.40	17,353.60	0.00	374.00	374.00	0.00	17,353.60	17,353.60	100.00%	0.00	1,735.36	
064	8" PVC (14'-16' CUT)	74.00	LF	69.85	5,168.90	0.00	74.00	74.00	0.00	5,168.90	5,168.90	100.00%	0.00	516.89	
065	8" PVC (16'-18' CUT)	44.00	LF	87.35	3,843.40	0.00	44.00	44.00	0.00	3,843.40	3,843.40	100.00%	0.00	384.34	
066	SANITARY MANHOLE (0'-6' CUT)	20.00	EA	5,300.00	106,000.00	0.00	19.00	19.00	0.00	100,700.00	100,700.00	95.00%	5,300.00	10,070.00	
067	SANITARY MANHOLE (6'-8' CUT)	9.00	EA	5,950.00	53,550.00	0.00	8.55	8.55	0.00	50,872.50	50,872.50	95.00%	2,677.50	5,087.25	
068	SANITARY MANHOLE (10'-12' CUT)	1.00	EA	9,050.00	9,050.00	0.00	0.95	0.95	0.00	8,597.50	8,597.50	95.00%	452.50	859.75	
069	SANITARY DROP MANHOLE (6'-8' CUT)	1.00	EA	8,200.00	8,200.00	0.00	0.95	0.95	0.00	7,790.00	7,790.00	95.00%	410.00	779.00	
070	SANITARY DROP MANHOLE (8'-10' CUT)	1.00	EA	9,350.00	9,350.00	0.00	0.95	0.95	0.00	8,882.50	8,882.50	95.00%	467.50	888.25	
071	SANITARY DROP MANHOLE (8'-10' CUT) - LINED	1.00	EA	17,000.00	17,000.00	0.00	0.95	0.95	0.00	16,150.00	16,150.00	95.00%	850.00	1,615.00	
072	SANITARY DROP MANHOLE (10'-12' CUT) - LINED	2.00	EA	18,000.00	36,000.00	0.00	1.90	1.90	0.00	34,200.00	34,200.00	95.00%	1,800.00	3,420.00	
073	SANITARY DROP MANHOLE (14'-16' CUT) - LINED	1.00	EA	23,000.00	23,000.00	0.00	0.95	0.95	0.00	21,850.00	21,850.00	95.00%	1,150.00	2,185.00	
074	SANITARY LINED MANHOLE (0'-6' CUT)	5.00	EA	8,500.00	42,500.00	0.00	4.75	4.75	0.00	40,375.00	40,375.00	95.00%	2,125.00	4,037.50	
075	SANITARY LINED MANHOLE (6'-8' CUT)	5.00	EA	12,000.00	60,000.00	0.00	4.75	4.75	0.00	57,000.00	57,000.00	95.00%	3,000.00	5,700.00	
076	SANITARY LINED MANHOLE (8'-10' CUT)	2.00	EA	14,500.00	29,000.00	0.00	1.90	1.90	0.00	27,550.00	27,550.00	95.00%	1,450.00	2,755.00	
077	SANITARY LINED MANHOLE (10'-12' CUT)	4.00	EA	15,500.00	62,000.00	0.00	3.80	3.80	0.00	58,900.00	58,900.00	95.00%	3,100.00	5,890.00	
078	SANITARY LINED MANHOLE (12'-14' CUT)	1.00	EA	18,000.00	18,000.00	0.00	0.95	0.95	0.00	17,100.00	17,100.00	95.00%	900.00	1,710.00	
079	SINGLE SERVICE	62.00	EA	1,250.00	77,500.00	0.00	62.00	62.00	0.00	77,500.00	77,500.00	100.00%	0.00	7,750.00	
080	DOUBLE SERVICE	83.00	EA	1,500.00	124,500.00	0.00	83.00	83.00	0.00	124,500.00	124,500.00	100.00%	0.00	12,450.00	

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Application Date : 12/31/25
From: 12/01/25
To: 12/31/25

Invoice # : RA2512125 **Contract : 24-2257- Harvest Hills**

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
081	DEWATERING	11,113.00	LF	7.70	85,570.10	0.00	11,113.00	11,113.00	0.00	85,570.10	85,570.10	100.00%	0.00	8,557.00	
082	SANITARY SEWER TESTING	11,113.00	LF	8.30	92,237.90	0.00	8,334.75	8,334.75	0.00	69,178.43	69,178.43	75.00%	23,059.47	6,917.84	
083	PUMP STATION (8' DIA) #1	1.00	EA	10,000.00	510,000.00	0.00	0.90	0.90	0.00	459,000.00	459,000.00	90.00%	51,000.00	45,900.00	
084	PUMP STATION (8' DIA) #2	1.00	EA	15,000.00	515,000.00	0.00	0.90	0.90	0.00	463,500.00	463,500.00	90.00%	51,500.00	46,350.00	
085	CONNECT TO EXISTING FORCEMAIN	2.00	EA	1,650.00	3,300.00	0.00	1.00	1.00	0.00	1,650.00	1,650.00	50.00%	1,650.00	165.00	
086	6" PVC FORCEMAIN (DR 18)	3,040.00	LF	27.10	82,384.00	0.00	3,040.00	3,040.00	0.00	82,384.00	82,384.00	100.00%	0.00	8,238.40	
087	4" PVC FORCEMAIN (DR 18)	90.00	LF	19.60	1,764.00	0.00	90.00	90.00	0.00	1,764.00	1,764.00	100.00%	0.00	176.40	
088	6" PLUG VALVE ASSEMBLY	5.00	EA	2,100.00	10,500.00	0.00	4.75	4.75	0.00	9,975.00	9,975.00	95.00%	525.00	997.50	
089	4" PLUG VALVE ASSEMBLY	1.00	EA	1,850.00	1,850.00	0.00	0.95	0.95	0.00	1,757.50	1,757.50	95.00%	92.50	175.75	
090	6" MJ BEND	26.00	EA	780.00	20,280.00	0.00	26.00	26.00	0.00	20,280.00	20,280.00	100.00%	0.00	2,028.00	
091	4" MJ BEND	2.00	EA	585.00	1,170.00	0.00	2.00	2.00	0.00	1,170.00	1,170.00	100.00%	0.00	117.00	
092	6" MJ TEE	1.00	EA	1,050.00	1,050.00	0.00	1.00	1.00	0.00	1,050.00	1,050.00	100.00%	0.00	105.00	
093	TEMPORARY BLOWOFF ASSEMBLY	4.00	EA	995.00	3,980.00	0.00	3.60	3.60	0.00	3,582.00	3,582.00	90.00%	398.00	358.20	
094	PRESSURE TESTING	3,130.00	LF	2.55	7,981.50	0.00	1,565.00	1,565.00	0.00	3,990.75	3,990.75	50.00%	3,990.75	399.08	
231	FORCE MAIN DROP CONNECTION	1.00	EA	7,500.00	7,500.00	1.00	0.00	1.00	7,500.00	0.00	7,500.00	100.00%	0.00	750.00	
232	SANITARY MANHOLE (6'-8' CUT)	-2.00	EA	5,950.00	-11,900.00	-2.00	0.00	-2.00	-11,900.00	0.00	-11,900.00	100.00%	0.00	-1,190.00	
233	SANITARY LINED MANHOLE (6'-8' CUT)	2.00	EA	12,000.00	24,000.00	2.00	0.00	2.00	24,000.00	0.00	24,000.00	100.00%	0.00	2,400.00	
234	SANITARY MANHOLE (10'-12' CUT)	-1.00	EA	9,050.00	-9,050.00	-1.00	0.00	-1.00	-9,050.00	0.00	-9,050.00	100.00%	0.00	-905.00	
235	SANITARY LINED MANHOLE (10'-12' CUT)	1.00	EA	15,500.00	15,500.00	1.00	0.00	1.00	15,500.00	0.00	15,500.00	100.00%	0.00	1,550.00	
236	8" PVC FORCEMAIN (DR 18)	1,100.00	LF	39.15	43,065.00	1,100.00	0.00	1,100.00	43,065.00	0.00	43,065.00	100.00%	0.00	4,306.50	
237	6" PVC FORCEMAIN (DR 18)	-920.00	LF	27.10	-24,932.00	-920.00	0.00	-920.00	-24,932.00	0.00	-24,932.00	100.00%	0.00	-2,493.20	
238	4" PVC FORCEMAIN (DR 18)	-90.00	LF	19.60	-1,764.00	-90.00	0.00	-90.00	-1,764.00	0.00	-1,764.00	100.00%	0.00	-176.40	
239	8" PLUG VALVE ASSEMBLY	3.00	EA	3,265.00	9,795.00	3.00	0.00	3.00	9,795.00	0.00	9,795.00	100.00%	0.00	979.50	
240	6" PLUG VALVE ASSEMBLY	-1.00	EA	2,100.00	-2,100.00	-1.00	0.00	-1.00	-2,100.00	0.00	-2,100.00	100.00%	0.00	-210.00	
241	4" PLUG VALVE ASSEMBLY	-1.00	EA	1,850.00	-1,850.00	-1.00	0.00	-1.00	-1,850.00	0.00	-1,850.00	100.00%	0.00	-185.00	
242	8" MJ BEND	4.00	EA	1,150.00	4,600.00	4.00	0.00	4.00	4,600.00	0.00	4,600.00	100.00%	0.00	460.00	
243	6" MJ BEND	-1.00	EA	780.00	-780.00	-1.00	0.00	-1.00	-780.00	0.00	-780.00	100.00%	0.00	-78.00	
244	4" MJ BEND	-2.00	EA	585.00	-1,170.00	-2.00	0.00	-2.00	-1,170.00	0.00	-1,170.00	100.00%	0.00	-117.00	

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			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
245	8" MJ TEE	1.00	EA	1,650.00	1,650.00	1.00	0.00	1.00	1,650.00	0.00	1,650.00	100.00%	0.00	165.00	
246	6" MJ TEE	-1.00	EA	1,050.00	-1,050.00	-1.00	0.00	-1.00	-1,050.00	0.00	-1,050.00	100.00%	0.00	-105.00	
247	TEMPORARY BLOWOFF ASSEMBLY	6.00	EA	995.00	5,970.00	6.00	0.00	6.00	5,970.00	0.00	5,970.00	100.00%	0.00	597.00	
	SANITARY PH1A - CO#3 Totals	39,939.00			2,472,025.70	99.00	35,492.20	35,591.20	57,484.00	2,258,643.48	2,316,127.48	93.69%	155,898.22	231,612.77	
	WATER PH1A														
095	CONNECT TO EXISTING WATERMAIN	2.00	EA	1,650.00	3,300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	3,300.00	0.00	
096	TEMPORARY JUMPER	2.00	EA	8,050.00	16,100.00	0.00	1.50	1.50	0.00	12,075.00	12,075.00	75.00%	4,025.00	1,207.50	
097	12" PVC WATER MAIN (DR 18)	1,235.00	LF	74.65	92,192.75	61.75	1,173.25	1,235.00	4,609.64	87,583.11	92,192.75	100.00%	0.00	9,219.28	
098	8" PVC WATER MAIN (DR 18)	4,590.00	LF	40.40	185,436.00	229.50	4,360.50	4,590.00	9,271.80	176,164.20	185,436.00	100.00%	0.00	18,543.60	
099	6" PVC WATER MAIN (DR 18)	4,710.00	LF	27.70	130,467.00	235.50	4,474.50	4,710.00	6,523.35	123,943.65	130,467.00	100.00%	0.00	13,046.72	
100	4" PVC WATER MAIN (DR 18)	170.00	LF	19.50	3,315.00	8.50	161.50	170.00	165.75	3,149.25	3,315.00	100.00%	0.00	331.52	
101	12" GATE VALVE ASSEMBLY	8.00	EA	4,950.00	39,600.00	0.40	7.20	7.60	1,980.00	35,640.00	37,620.00	95.00%	1,980.00	3,762.00	
102	8" GATE VALVE ASSEMBLY	21.00	EA	2,800.00	58,800.00	1.05	18.90	19.95	2,940.00	52,920.00	55,860.00	95.00%	2,940.00	5,586.00	
103	6" GATE VALVE ASSEMBLY	20.00	EA	2,000.00	40,000.00	1.00	18.00	19.00	2,000.00	36,000.00	38,000.00	95.00%	2,000.00	3,800.00	
104	4" GATE VALVE ASSEMBLY	2.00	EA	1,700.00	3,400.00	0.10	1.80	1.90	170.00	3,060.00	3,230.00	95.00%	170.00	323.00	
105	12" MJ BEND	4.00	EA	985.00	3,940.00	0.40	3.60	4.00	394.00	3,546.00	3,940.00	100.00%	0.00	394.00	
106	8" MJ BEND	11.00	EA	520.00	5,720.00	1.10	9.90	11.00	572.00	5,148.00	5,720.00	100.00%	0.00	572.00	
107	6" MJ BEND	17.00	EA	375.00	6,375.00	1.70	15.30	17.00	637.50	5,737.50	6,375.00	100.00%	0.00	637.51	
108	12" MJ TEE	1.00	EA	1,600.00	1,600.00	0.10	0.90	1.00	160.00	1,440.00	1,600.00	100.00%	0.00	160.00	
109	8" MJ TEE	4.00	EA	830.00	3,320.00	0.40	3.60	4.00	332.00	2,988.00	3,320.00	100.00%	0.00	332.00	
110	6" MJ TEE	2.00	EA	590.00	1,180.00	0.20	1.80	2.00	118.00	1,062.00	1,180.00	100.00%	0.00	118.00	
111	12" MJ CROSS	1.00	EA	1,650.00	1,650.00	0.00	1.00	1.00	0.00	1,650.00	1,650.00	100.00%	0.00	165.00	
112	8" MJ CROSS	1.00	EA	915.00	915.00	0.10	0.90	1.00	91.50	823.50	915.00	100.00%	0.00	91.50	
113	8" MJ REDUCER	4.00	EA	435.00	1,740.00	0.40	3.60	4.00	174.00	1,566.00	1,740.00	100.00%	0.00	174.00	
114	FIRE HYDRANT ASSEMBLY	11.00	EA	8,000.00	88,000.00	0.55	9.90	10.45	4,400.00	79,200.00	83,600.00	95.00%	4,400.00	8,360.00	
115	SINGLE SERVICE SHORT	35.00	EA	445.00	15,575.00	1.75	31.50	33.25	778.75	14,017.50	14,796.25	95.00%	778.75	1,479.64	
116	DOUBLE SERVICE SHORT	53.00	EA	600.00	31,800.00	2.65	47.70	50.35	1,590.00	28,620.00	30,210.00	95.00%	1,590.00	3,021.00	

CONTINUATION SHEET

Application and Certification for Payment, containing Contractor's signed certification is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

Application No. : 10
 Application Date : 12/31/25
 From: 12/01/25
 To: 12/31/25

Invoice # : RA2512125 Contract : 24-2257- Harvest Hills

Item No.	Description of Work	Qty	Contract Sum to Date											Balance To Finish To Date	Retainage To Date
			Base Contract			Estimated Quantity			Total Work in Place		Total Work in Place To Date	%			
			Unit	Unit Price	Value	This Estimate	Prev Estimate	Total Estimate	This Period In Place	Prev Application					
117	SINGLE SERVICE LONG	21.00	EA	600.00	12,600.00	1.05	18.90	19.95	630.00	11,340.00	11,970.00	95.00%	630.00	1,197.00	
118	DOUBLE SERVICE LONG	34.00	EA	755.00	25,670.00	1.70	30.60	32.30	1,283.50	23,103.00	24,386.50	95.00%	1,283.50	2,438.65	
119	WATER SERVICE TO LIFT STATION	2.00	EA	2,150.00	4,300.00	0.10	1.80	1.90	215.00	3,870.00	4,085.00	95.00%	215.00	408.50	
120	TEMPORARY BLOWOFF ASSEMBLY	11.00	EA	995.00	10,945.00	0.55	9.90	10.45	547.25	9,850.50	10,397.75	95.00%	547.25	1,039.78	
121	CHLORINATION & PRESSURE TESTING	10,705.00	LF	2.60	27,833.00	2,676.25	6,958.25	9,634.50	6,958.25	18,091.45	25,049.70	90.00%	2,783.30	2,504.98	
248	8" MJ BEND	4.00	EA	520.00	2,080.00	4.00	0.00	4.00	2,080.00	0.00	2,080.00	100.00%	0.00	208.00	
	WATER PH1A - CO#3 Totals	21,681.00			817,853.75	3,230.80	17,366.30	20,597.10	48,622.29	742,588.66	791,210.95	96.74%	26,642.80	79,121.18	
	Sleeves 1A - CO#4														
249	4" PVC SLEEVE	960.00	LF	8.90	8,544.00	960.00	0.00	960.00	8,544.00	0.00	8,544.00	100.00%	0.00	854.40	
260	4" PVC SLEEVE	590.00	LF	8.90	5,251.00	590.00	0.00	590.00	5,251.00	0.00	5,251.00	100.00%	0.00	525.10	
	Sleeves 1A - CO#8 Totals	1,550.00			13,795.00	1,550.00	0.00	1,550.00	13,795.00	0.00	13,795.00	100.00%	0.00	1,379.50	
	- GENERAL CONDITIONS 1A - CO#1														
215	Item 215	1.00	EA	5,350.00	5,350.00	0.00	1.00	1.00	0.00	5,350.00	5,350.00	100.00%	0.00	535.00	
216	Item 216	12,135.00	LF	1.70	20,629.50	0.00	12,135.00	12,135.00	0.00	20,629.50	20,629.50	100.00%	0.00	2,062.95	
	- GENERAL CONDITIONS 1A - CO#1 Totals	12,136.00			25,979.50	0.00	12,136.00	12,136.00	0.00	25,979.50	25,979.50	100.00%	0.00	2,597.95	
	- EARTHWORK 1A - CO#1														
217	PREP SITE	0.00	LS	0.00	12,000.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00	100.00%	0.00	1,200.00	
218	ANCHOR BLOCK RETAINING WALL W/O HANDRAIL	2,390.00	LF	82.70	197,653.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00%	197,653.00	0.00	
	- EARTHWORK 1A - CO#1 Totals	2,390.00			209,653.00	0.00	0.00	0.00	0.00	12,000.00	12,000.00	5.72%	197,653.00	1,200.00	
	- EARTHWORK TRUE-UP - CO#2														
223	ADDITIONAL SITE EXCAVATION TO PROVIDE MI WITH ADDITIONAL FIL	60,000.00	CY	3.40	204,000.00	0.00	60,000.00	60,000.00	0.00	204,000.00	204,000.00	100.00%	0.00	20,400.00	
	- EARTHWORK TRUE-UP - CO#2 Totals	60,000.00			204,000.00	0.00	60,000.00	60,000.00	0.00	204,000.00	204,000.00	100.00%	0.00	20,400.00	

	Adjusted Contract Total		12,606,174.02		605,266.519,853,013.89	0,458,280.40	82.96%	2,147,893.621,045,828.20
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March 13, 2026

Harvest Hills Community Development District
c/o Chuck Adams, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Harmony Ridge at Pasadena Hills Phase 1A
Improvements

Dear Chuck,

Pursuant to the *Acquisition Agreement*, dated March 19, 2026 ("**Acquisition Agreement**"), by and between the Harvest Hills Community Development District ("**District**") and M/I Homes of Tampa, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and to the extent bond proceeds are available as described in the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to ensure that all punch list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the availability of bond funds, the District may process the remaining amounts owed by requisition and pay the Developer upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees and acknowledges it is solely responsible for completing, or causing to be completed, any or all items necessary to achieve final completion of the Improvements.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements. Further, if applicable, the Developer agrees to post any bonds or other forms of security, provide any warranties, and otherwise take all steps reasonably necessary to effect the transfer of the Improvements to a local general purpose government.

[CONTINUED ON FOLLOWING PAGE]

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:
HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT

Sincerely,
M/I HOMES OF TAMPA, LLC



[SIGNATURE ON FOLLOWING PAGE]

Name: ROBERT NAPOLITANO

Name: _____

Title: CHAIR

Title: _____

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.


Agreed to by:
**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Sincerely,
M/I HOMES OF TAMPA, LLC

[SIGNATURE ON PRIOR PAGE]

Name: _____

Title: _____


Name: JP - LAJO

Name: _____

Title: _____

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Roadway Improvements - All public roads, pavement, curbing and other physical improvements, including related earthwork, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts B-1, B-2 and B-4 (CDD Wetland Conservation Area, Drainage, Landscape, Open Space, and Public Access Easement), Tract B-3 (CDD Drainage, Landscape, Open Space and Public Access Easement), Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), Tracts L-1 and L-5 (CDD Landscape Area, Drainage and Public Access Easement), and any “Drainage and Access Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

EXHIBIT A (Con't.)

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Roadways	\$2,142,835.93	\$1,265,631.54	\$736,571.27	\$140,627.12
Stormwater Systems*	\$5,267,793.87	\$4,487,685.91	\$281,466.10	\$498,641.86
Water	\$831,648.75	\$724,505.27	\$26,642.80	\$80,500.68
Sewer	\$2,472,025.70	\$2,140,426.12	\$93,774.43	\$237,825.15
Total	\$10,714,304.25	\$8,618,248.83	\$1,138,454.61	\$957,594.81

*A portion of the stormwater improvements constructed under the Phase 1A contract are master improvements that extend beyond the boundaries of Phase 1A and may be funded from future bond issuances.

CORPORATE DECLARATION REGARDING COSTS PAID
[HARMONY RIDGE AT PASADENA HILLS PHASE 1A IMPROVEMENTS]

M/I HOMES OF TAMPA, LLC, a Florida limited liability company ("Developer"), does hereby certify to the Harvest Hills Community Development District ("District"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The District's *Engineer's Report*, dated February 2025, as supplemented from time to time (together, "**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 11 day of March, 2026.

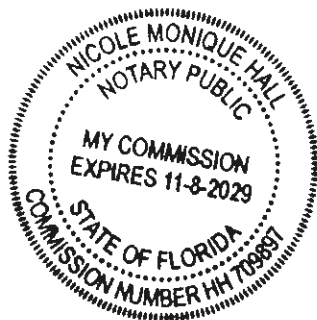
M/I HOMES OF TAMPA, LLC

R. Seth Avittia
Name: R. Seth Avittia
Title: VP of Land

STATE OF Florida
COUNTY OF Pasco

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this 11th day of March, 2026, by R. Seth Avittia as VP of Land of M/I Homes of Tampa, LLC, a Florida limited liability company, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)



Nicole M Hall
NOTARY PUBLIC, STATE OF _____
Name: Nicole M Hall
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

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EXHIBIT A (Con't.)

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
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Stormwater Systems*	\$5,267,793.87	\$4,487,685.91	\$281,466.10	\$498,641.86
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Total	\$10,714,304.25	\$8,618,248.83	\$1,138,454.61	\$957,594.81

*A portion of the stormwater improvements constructed under the Phase 1A contract are master improvements that extend beyond the boundaries of Phase 1A and may be funded from future bond issuances.

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[HARMONY RIDGE AT PASADENA HILLS PHASE 1A IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 11th day of MARCH, 2026, by RIPA & Associates, LLC ("Contractor"), with an address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619, in favor of the Harvest Hills Community Development District ("District"), which is a local unit of special-purpose government situated in Pasco County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Professional Services Agreement*, dated May 23, 2018 ("Contract"), and between Contractor and M/I Homes of Tampa, LLC, ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the

appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$2,437,638.87 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

RIPA & ASSOCIATES, LLC



By: Chris LaFace
Its: President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 11th day of March, 2026, by Chris LaFace as President of Ripa & Associates, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF Florida

Name: Devin Christian
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as Exhibit A.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as Exhibit A.

Roadway Improvements - All public roads, pavement, curbing and other physical improvements, including related earthwork, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as Exhibit A.

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts B-1, B-2 and B-4 (CDD Wetland Conservation Area, Drainage, Landscape, Open Space, and Public Access Easement), Tract B-3 (CDD Drainage, Landscape, Open Space and Public Access Easement), Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), Tracts L-1 and L-5 (CDD Landscape Area, Drainage and Public Access Easement), and any “Drainage and Access Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as Exhibit A.

EXHIBIT A (Con't.)

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Roadways	\$2,142,835.93	\$1,265,631.54	\$736,571.27	\$140,627.12
Stormwater Systems*	\$5,267,793.87	\$4,487,685.91	\$281,466.10	\$498,641.86
Water	\$831,648.75	\$724,505.27	\$26,642.80	\$80,500.68
Sewer	\$2,472,025.70	\$2,140,426.12	\$93,774.43	\$237,825.15
Total	\$10,714,304.25	\$8,618,248.83	\$1,138,454.61	\$957,594.81

*A portion of the stormwater improvements constructed under the Phase 1A contract are master improvements that extend beyond the boundaries of Phase 1A and may be funded from future bond issuances.

DISTRICT ENGINEER'S CERTIFICATE
[HARMONY RIDGE AT PASADENA HILLS PHASE 1A IMPROVEMENTS]

March 3rd, 2026

Board of Supervisors
Harvest Hills Community Development District

Re: Acquisition of Improvements

Ladies and Gentlemen:

The undersigned is a representative of LevelUp Consulting, LLC ("**District Engineer**"), as District Engineer for the Harvest Hills Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from M/I Homes of Tampa, LLC ("**Developer**") as to certain public infrastructure improvements ("**Improvements**") as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report*, dated February 2025, as supplemented from time to time (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements.

LEVELUP CONSULTING, LLC



Brandon Wilson, P.E.

Florida Registration No. 79423

District Engineer

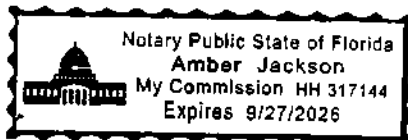
STATE OF Florida
COUNTY OF Hillborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 3rd day of March, 2026, by Brandon Wilson as VP of LevelUp Consulting, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



Name: Amber Jackson

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Roadway Improvements - All public roads, pavement, curbing and other physical improvements, including related earthwork, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts B-1, B-2 and B-4 (CDD Wetland Conservation Area, Drainage, Landscape, Open Space, and Public Access Easement), Tract B-3 (CDD Drainage, Landscape, Open Space and Public Access Easement), Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), Tracts L-1 and L-5 (CDD Landscape Area, Drainage and Public Access Easement), and any “Drainage and Access Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

EXHIBIT A (Con't.)

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Roadways	\$2,142,835.93	\$1,265,631.54	\$736,571.27	\$140,627.12
Stormwater Systems*	\$5,267,793.87	\$4,487,685.91	\$281,466.10	\$498,641.86
Water	\$831,648.75	\$724,505.27	\$26,642.80	\$80,500.68
Sewer	\$2,472,025.70	\$2,140,426.12	\$93,774.43	\$237,825.15
Total	\$10,714,304.25	\$8,618,248.83	\$1,138,454.61	\$957,594.81

*A portion of the stormwater improvements constructed under the Phase 1A contract are master improvements that extend beyond the boundaries of Phase 1A and may be funded from future bond issuances.

BILL OF SALE AND LIMITED ASSIGNMENT
[HARMONY RIDGE AT PASADENA HILLS PHASE 1A IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 13 day of March, 2026, by and between **M/I Homes of Tampa, LLC**, a Florida limited liability company, with an address of 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (“**Grantor**”), and **Harvest Hills Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a) All of the improvements and work product identified in **Exhibit A**; and
- b) All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the improvements described in **Exhibit A**.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, “**AS IS, WHERE IS**”, AND “**WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of its successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown,

suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

M/I HOMES OF TAMPA, LLC

By: _____
Name: _____

R Scott Greffeta
Name: R Scott Greffeta
Title: VP Land

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 1st day of March, 2026, by R. Scott Greffeta as VP of Land of M/I Homes of Tampa, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Nicole de Hall

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)



Name: Nicole de Hall
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Roadway Improvements - All public roads, pavement, curbing and other physical improvements, including related earthwork, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, storm drainage culverts, curb inlets, grate inlets, mitered end sections, junction box, earthwork manipulation, and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tracts B-1, B-2 and B-4 (CDD Wetland Conservation Area, Drainage, Landscape, Open Space, and Public Access Easement), Tract B-3 (CDD Drainage, Landscape, Open Space and Public Access Easement), Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), Tracts L-1 and L-5 (CDD Landscape Area, Drainage and Public Access Easement), and any “Drainage and Access Easements,” each as identified in the proposed plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, attached hereto as **Exhibit A**.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements identified above.

EXHIBIT A (Con't.)

Description of Harmony Ridge at Pasadena Hills Phase 1A Improvements

<u>Description of Work</u>	<u>Total</u>	<u>Paid to Date (Less Retainage)</u>	<u>Balance to Finish</u>	<u>Retainage</u>
Roadways	\$2,142,835.93	\$1,265,631.54	\$736,571.27	\$140,627.12
Stormwater Systems*	\$5,267,793.87	\$4,487,685.91	\$281,466.10	\$498,641.86
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Total	\$10,714,304.25	\$8,618,248.83	\$1,138,454.61	\$957,594.81

*A portion of the stormwater improvements constructed under the Phase 1A contract are master improvements that extend beyond the boundaries of Phase 1A and may be funded from future bond issuances.

BILL OF SALE
[HARMONY RIDGE AT PASADENA HILLS PHASE 1A]

PROJECT: _____

PCU PROJECT NO.: _____

PROJECT LOCATION: _____

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (Grantor), in the County of Pasco, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto Pasco County (Grantee) the following:

All water and wastewater facilities to the point of delivery or connection, including water, sewer, reclaimed water lines, pipes, and related equipment (listed in **Exhibit B**) constructed in and for the development of Harmony Ridge at Pasadena Hills Phase 1A, located in the public rights-of-way and easements contained within the property described in the attached **Exhibit A** (which includes a legible legal description and sketch of the property on which the improvements are located). The said water and wastewater facilities are tabulated on the attached **Exhibit B**.

To have and to hold the same to Pasco County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed, and hereunto set my hand, on this _____ day of _____, 2026.

WITNESSES:

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

Signature: _____

Print Name: _____

By: _____

Its: _____

Signature: _____

Print Name: _____

**STATE OF _____
COUNTY OF _____**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ as _____ of _____, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____

(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A

Description of Harmony Ridge at Pasadena Hills Phase 1A Utilities Improvements

Wastewater Improvements — All wastewater lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, force mains, service leads, tees, manholes, gate valves, lift stations, equipment and appurtenances hereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts PS-1 and PS-2 (Lift Stations Public), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, as recorded in Plat Book ____, Pages ____ - ____, of the Official Records of Pasco County, Florida.

Potable Water Improvements — All potable water lines, including but not limited to all pipes, structures, fittings, valves, pumps, laterals, water mains, service leads, tees, fire hydrants, blowoff valves assemblies, equipment and appurtenances thereto, within or upon Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts R-1 and R-2 (Private Rights-of-Way CDD), Tract R-3 (Public Right-of-Way), and all “Utility Easements” and “Public Utility Easements,” each as identified in the plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, as recorded in Plat Book ____, Pages ____ - ____, of the Official Records of Pasco County, Florida.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

QUIT CLAIM DEED
[HARVEST HILLS – PHASE 1A]

THIS QUIT CLAIM DEED is made to be effective as of the ____ day of _____ 2026,
by and between:

M/I Homes of Tampa, LLC, a Delaware limited liability company, the owner and developer of lands within the boundary of the District, with an address of 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634 (“**Grantor**”); and

Harvest Hills Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431 (“**Grantee**”).

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, do hereby remise, release and quitclaim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, and more particularly below (“**Property**”):

Tracts B-1, B-2 and B-4 (CDD Wetland Conservation Area, Drainage, Landscape, Open Space, and Public Access Easement), Tract B-3 (CDD Drainage, Landscape, Open Space and Public Access Easement), Tracts B-5 and B-6 (CDD Private Alley and Public Access & Utility Easement), Tracts L-1 and L-5 (CDD Landscape Area, Drainage and Public Access Easement), Tracts L-2, L-3, L-4, L-6 and L-7 (CDD Landscape Area), Tracts P-1, P-2, P-3 and P-4 (CDD Park Area), and Tracts R-1 and R-2 (Private Rights-of-Way CDD), *Harmony Ridge at Pasadena Hills Phase 1A*, as recorded in Plat Book ____, Pages ____ - ____, of the Official Records of Pasco County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

WITNESSES

M/I HOMES OF TAMPA, LLC

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by:

Jere Earlywine, Esq.
Kutak Rock LLP
107 W College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT
[HARVEST HILLS – PHASE IA]

THIS EASEMENT AGREEMENT is made and entered into this ____ day of _____, 2026, by and among:

M/I Homes of Tampa, LLC, a Florida limited liability company, the owner and developer of lands within the boundary of the District, with an address of 4343 Anchor Plaza Parkway, Suite 200, Tampa, Florida 33634; and

Galvin VOPH, LLC, a Florida limited liability company, the owner of lands within the boundary of the District, with an address of 2529 Central Avenue, St. Petersburg, Florida 33713; and

Galvin Land Investments, LLC, a Florida limited liability company, the owner of lands within the boundary of the District, with an address of 2529 Central Avenue, St. Petersburg, Florida 33713; and

HarrisVOPH, LLC, a Florida limited liability company, the owner of lands within the boundary of the District, with an address of 2274 Niki Jo Lane, West Palm Beach, Florida 33410 (together with M/I Homes of Tampa, LLC, Galvin VOPH, LLC, Galvin Land Investments, LLC, "**Owners**"); and

Harvest Hills Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, street lighting and other improvements and uses within the boundaries of the District ("**District Facilities**"); and

WHEREAS, Owners desire to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

WHEREAS, Owners and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

WHEREAS, the District has requested that Owners each grant to the District a perpetual easement over the Easement Areas and Owners are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. Grant of Non-Exclusive Easement. Owners hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of each landowners respective interests, if any - ("**Easement Areas**") to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, "**Easement**"):

The District shall have and is hereby granted a perpetual, non-exclusive easement (i) for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement of District Facilities, and (ii) within **any "Drainage and Access Easements," any "Utility Easements," and any "Drainage Easements," and any and all other drainage easements, as identified in the plat known as *Harmony Ridge at Pasadena Hills Phase 1A*, as recorded in Plat Book _____, Pages _____ - _____, of the Official Records of Pasco County, Florida.**

3. Inconsistent Use. Owners each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. Beneficiaries of Easement Rights. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. Binding Effect. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. Default. A default by any Party under this Easement Agreement shall entitle each other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. Enforcement of Agreement. In the event that either the Owners or the District seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel(s) for the Owners and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. Assignment. Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Owners.

10. Controlling Law; Venue. This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in the County in which the District is located.

11. Public Records. Owners understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. Binding Effect. This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. Authorization. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. Amendments. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both parties hereto.

16. Entire Agreement. This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, Owners and Grantee have caused these presents to be executed on the day and year first above written.

WITNESSES

M/I HOMES OF TAMPA, LLC

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

GALVIN VOPH, LLC

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

GALVIN LAND INVESTMENTS, LLC

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this _____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

HARRISVOPH, LLC

By: _____
Name: _____
Address: _____

Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2026, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

**HARVEST HILLS COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Name: _____
Address: _____

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2026, by _____ as _____ of the Harvest Hills Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped
or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2026**

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2026**

	General Fund	Debt Service Fund	2026 Construction Fund	Total Governmental Funds
ASSETS				
Cash	\$ 5,390	\$ -	\$ -	\$ 5,390
Investments				
Reserve	-	205,906	-	205,906
Cost of issuance	-	15,350	-	15,350
Undeposited funds	9,029	-	-	9,029
Due from Landowner: Galvin (59%)	2,898	-	-	2,898
Due from Landowner: M/I Homes (41%)	11,060	7,049	-	18,109
Total assets	<u>\$ 28,377</u>	<u>\$228,305</u>	<u>\$ -</u>	<u>\$ 256,682</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 16,228	\$ 7,049	\$ -	\$ 23,277
Due to Landowner	5,904	10,935	-	16,839
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>28,132</u>	<u>17,984</u>	<u>-</u>	<u>46,116</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	<u>13,958</u>	<u>-</u>	<u>-</u>	<u>13,958</u>
Total deferred inflows of resources	<u>13,958</u>	<u>-</u>	<u>-</u>	<u>13,958</u>
Fund balances:				
Restricted for:				
Debt service	-	210,321	-	210,321
Unassigned	(13,713)	-	-	(13,713)
Total fund balances	<u>(13,713)</u>	<u>210,321</u>	<u>-</u>	<u>196,608</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 28,377</u>	<u>\$228,305</u>	<u>\$ -</u>	<u>\$ 256,682</u>

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution: Galvin (59%)	\$ 9,029	\$ 15,053	\$ 50,188	30%
Landowner contribution: MI Homes (41%)	-	5,476	34,876	16%
Total revenues	<u>9,029</u>	<u>20,529</u>	<u>85,064</u>	24%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	2,000	12,000	36,000	33%
Legal	-	7,281	25,000	29%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	583	0%
Telephone	17	100	200	50%
Postage	18	78	500	16%
Printing & binding	42	250	500	50%
Legal advertising	214	276	6,500	4%
Annual special district fee	-	175	175	100%
Insurance	-	5,565	5,500	101%
Contingencies/bank charges	84	1,379	750	184%
Website hosting & maintenance	850	850	1,680	51%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>3,225</u>	<u>27,954</u>	<u>79,598</u>	35%
Operations and Maintenance				
Other fees & charges				
Property appraiser	150	150	-	N/A
Total other fees & charges	<u>150</u>	<u>150</u>	<u>-</u>	N/A
Total expenditures	<u>3,375</u>	<u>28,104</u>	<u>79,598</u>	35%
Excess/(deficiency) of revenues over/(under) expenditures	5,654	(7,575)	5,466	
Fund balances - beginning	(19,367)	(6,138)	(5,466)	
Fund balances - ending	<u>\$ (13,713)</u>	<u>\$ (13,713)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2026**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>175,740</u>	<u>176,122</u>
Total debt service	<u>175,740</u>	<u>176,122</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (175,740)	 (176,122)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	516,096	516,096
Underwriter's discount	<u>(119,100)</u>	<u>(119,100)</u>
Total other financing sources	<u>396,996</u>	<u>396,996</u>
 Net change in fund balances	 221,256	 220,874
Fund balances - beginning	<u>(10,935)</u>	<u>(10,553)</u>
Fund balances - ending	<u><u>\$ 210,321</u></u>	<u><u>\$ 210,321</u></u>

**HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2026
FOR THE PERIOD ENDED MARCH 31, 2026**

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues	-	-
 EXPENDITURES		
Capital outlay	5,438,904	5,438,904
Total expenditures	5,438,904	5,438,904
 Excess/(deficiency) of revenues over/(under) expenditures	(5,438,904)	(5,438,904)
 OTHER FINANCING SOURCES/(USES)		
Bond proceeds	5,438,904	5,438,904
Total other financing sources/(uses)	5,438,904	5,438,904
 Net change in fund balances	-	-
Fund balances - beginning	-	-
Fund balances - ending	\$ -	\$ -

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Harvest Hills Community Development District held a Regular Meeting and Audit Committee Meeting on April 21, 2026 at 11:00 a.m., at Hampton Inn and Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544.

Present:

Quint Noordstar	Chair
Tatiana Pagan	Assistant Secretary
Mark Roscoe	Assistant Secretary
Alex Gross	Assistant Secretary

Also present:

Chuck Adams	District Manager
Jere Earlywine	District Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Adams called the meeting to order at 11:00 a.m.
Supervisors Noordstar, Pagan, Gross, and Roscoe were present. Supervisor Bennett was absent.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2026-10, Ratifying the Actions of the District Manager in Redesignating the Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [November 3, 2026 - Seats 3, 4 & 5]

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Mr. Adams presented Resolution 2026-10. Seats 3, 4 and 5, currently held by Ms. Pagan, Mr. Roscoe and Mr. Gross, will be up for election at the Landowners’ Election.

On MOTION by Ms. Pagan and seconded by Mr. Gross, with all in favor, Resolution 2026-10, Ratifying the Actions of the District Manager in Redesignating the Date, Time, and Location for the Landowners’ Meeting to November 3, 2026 at 11:00 a.m., at Hampton Inn and Suites by Hilton - Tampa/Wesley Chapel, 2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544; Providing for Publication, Providing for an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2026-11, Ratifying, Confirming, and Approving the Sale of the Harvest Hills Community Development District Special Assessment Bonds, Series 2026 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

Mr. Adams presented Resolution 2026-11.

On MOTION by Ms. Pagan and seconded by Mr. Gross, with all in favor, Resolution 2026-11, Ratifying, Confirming, and Approving the Sale of the Harvest Hills Community Development District Special Assessment Bonds, Series 2026 (Assessment Area One); Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Recess Regular Meeting/Commencement of Audit Selection Committee Meeting

80 The Regular Meeting recessed at 11:02 a.m., and the Audit Selection Committee
81 Meeting commenced.

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83 **SIXTH ORDER OF BUSINESS**

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

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86 **A. Affidavit of Publication**

87 **B. RFP Package**

88 These items were included for informational purposes.

89 **C. Respondent(s)**

90 Mr. Adams discussed the qualifications and pricing for each of the following
91 respondents:

92 **I. Carr, Riggs & Ingram, L.L.C.**

93 Bid: \$5,850, plus an additional not to exceed \$3,000 with bond issuance

94 **II. Grau & Associates**

95 Bid: \$2,500 for Fiscal Year 2025, \$2,600 for Fiscal Year 2026 and \$2,700 for Fiscal Year
96 2027, plus an additional \$1,500 with bond issuance.

97 **III. McIntosh CPA**

98 Bid: \$4,000 for Fiscal Year 2025, \$5,200 (including bonds) for Fiscal Year 2026 and
99 \$5,400 for Fiscal Year 2027, plus an additional \$1,200 for an additional bond issuance.

100 **D. Auditor Evaluation Matrix/Ranking**

101 Each Board Member completed an Auditor Evaluation Matrix form. Mr. Adams tallied
102 the scores and reported that Grau & Associates received 100 points and is the #1 ranked
103 respondent.

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105 **SEVENTH ORDER OF BUSINESS**

**Termination of Audit Selection Committee
Meeting/Reconvene Regular Meeting**

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108 **On MOTION by Ms. Pagan and seconded by Mr. Gross, with all in favor, the**
109 **Audit Selection Committee Meeting terminated and the Regular Meeting**
110 **reconvened.**

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EIGHTH ORDER OF BUSINESS

Consider Recommendation of Audit Selection Committee

- **Award of Contract**

On MOTION by Ms. Pagan and seconded by Mr. Gross, with all in favor, accepting the Audit Selection Committee’s scores, ranking and recommendation ranking Grau & Associates, as the #1 ranked respondent to the RFP for Annual Audit Services, as the Board’s own scores and ranking, awarding the Annual Audit Services Contract to DiBartolomeo, McBee, Hartley & Barnes, P.A., the #1 ranked respondent, and authorizing Staff to engage Grau & Associates, was approved.

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NINTH ORDER OF BUSINESS

Consideration of Resolution 2026-04, Designating the Location of the Local District Records Office and Providing an Effective Date

This item was deferred.

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TENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of February 28, 2026

The financials were accepted.

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ELEVENTH ORDER OF BUSINESS

Approval of February 17, 2026 Regular Meeting Minutes

On MOTION by Ms. Pagan and seconded by, Mr. Gross, with all in favor, the February 17, 2026 Regular Meeting Minutes, as presented, were approved.

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TWELFTH ORDER OF BUSINESS

Staff Reports

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- A. District Counsel: Kutak Rock LLP**
- B. District Engineer (Interim): LevelUp Consulting, LLC**
- There were no District Counsel or District Engineer reports.
- C. District Manager: Wrathell, Hunt and Associates, LLC**

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Secretary/Assistant Secretary

Chair/Vice Chair

HARVEST HILLS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE

LOCATION

*Hampton Inn and Suites by Hilton - Tampa/Wesley Chapel
2740 Cypress Ridge Blvd, Wesley Chapel, FL 33544*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 21, 2025	Regular Meeting	11:00 AM
November 18, 2025 CANCELED	Regular Meeting	11:00 AM
December 16, 2025 CANCELED	Regular Meeting	5:00 PM
January 20, 2026 CANCELED	Regular Meeting	5:00 PM
February 17, 2026	Regular Meeting	11:00 AM
March 17, 2026 CANCELED	Regular Meeting	11:00 AM
April 21, 2026	Regular Meeting & Audit Committee Meeting	11:00 AM
May 19, 2026	Regular Meeting <i>Presentation of FY2027 Proposed Budget</i>	5:00 PM
June 16, 2026	Regular Meeting	5:00 PM
July 21, 2026	Regular Meeting	11:00 AM
August 18, 2026	Regular Meeting	11:00 AM
September 15, 2026	Regular Meeting	5:00 PM

All meetings of the District's Board of Supervisors, which shall include a minimum of four (4) times per year during evening hours, must be open to the public and governed by the Government-in-the-Sunshine requirements of Chapter 286, Florida Statutes.

**HARVEST HILLS COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2025 – September 30, 2026**

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

Objective: Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

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

Standard: A minimum of two (2) regular board meetings was held during the fiscal year.

Achieved: Yes No

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes No

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes No

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

Measurement: A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

Standard: Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

Achieved: Yes No

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

Standard: 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

Achieved: Yes No

Goal 3.2 Financial Reports

Objective: Publish to the CDD website the most recent versions of the following documents: current fiscal year budget with any amendments, most recent financials within the latest agenda package; and annual audit via link to Florida Auditor General website.

Measurement: Previous years' budgets, financials and annual audit, are accessible to the public as evidenced by corresponding documents and link on the CDD's website.

Standard: CDD website contains 100% of the following information: most recent link to annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

Achieved: Yes No

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements, transmit to the State of Florida and publish corresponding link to Florida Auditor General Website on the CDD website for public inspection.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is transmitted to the State of Florida and available on the Florida Auditor General Website, for which a corresponding link is published on the CDD website.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were transmitted to the State of Florida and corresponding link to Florida Auditor General Website is published on CDD website.

Achieved: Yes No