

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

May 1, 2025

BOARD OF SUPERVISORS

REGULAR MEETING AGENDA

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

Vida's Way 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

April 24, 2025

Board of Supervisors
Vida's Way Community Development District

ATTENDEES:

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

Note: Meeting Location

Dear Board Members:

The Board of Supervisors of the Vida's Way Community Development District will hold a Regular Meeting on May 1, 2025 at 11:00 a.m., at the Hilton Garden Inn Tampa/Wesley Chapel, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2025-03, Approving a Proposed Budget for Fiscal Year 2025/2026 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2025-04, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2025/2026 and Providing for an effective Date
5. Consideration of Resolution 2025-05, Approving the Florida Statewide Mutual Aid Agreement; Providing for Severability; and Providing for an effective Date
6. Consideration of Resolution 2025-06, Ratifying, Confirming, and Approving the Sale of the Vida's Way Community Development District Special Assessment Bonds, Series 2024 (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 Vida's Way Community Development Special Assessment Bonds, Series 2024 (Assessment Area One); Determining such Actions as Being in Accordance with the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date
7. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication

- B. RFQ Package
 - C. Respondents:
 - I. Alliant Engineering, Inc.
 - II. Clearview Land Design, P.L.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
8. Ratification Items
- A. Vida's Way Legacy Community Associates, Inc. Assignment of Plat Dedication
 - B. Quit Claim Deed (Phase 1A, Tract P-1) from CDD to Vida's Way Legacy Community Association, Inc.
 - C. Pulte Home Company, LLC Phase 1A & 1B Acquisition Package
 - D. Pasco County Property Appraiser Interlocal Agreement Regarding Non-Ad Valorem Special Assessments
 - E. Pasco County Tax Collector Interlocal Agreement Regarding Non-Ad Valorem Special Assessments
 - F. Bandu, LLC Agreement for Monument Fountain Cleaning and Maintenance Services
 - G. Architectural Fountains Agreement for Fountain Maintenance Services
 - H. Steadfast Environmental, LLC Agreement for Pond Maintenance Services
 - I. SR Landscaping, LLC
 - I. Agreement for Landscape Maintenance Services
 - II. First Amendment to Agreement for Landscape Maintenance Services
 - J. Withlacoochee River Electric Cooperative, Inc. Street/Outdoor Lighting Agreement/Invoice [New Lighting]
9. Acceptance of Unaudited Financial Statements as of March 31, 2025
10. Approval of October 3, 2024 Regular Meeting Minutes
11. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Clearview Land Design P.L.*

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

• UPCOMING MEETINGS

- June 5, 2025 at 11:00 AM [Regular Meeting]
- July 3, 2025 at 11:00 AM [Regular Meeting]
- August 7, 2025 at 11:00 AM [Adoption of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	RAY APONTE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	BRADY LEFERE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JENNA WALTERS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	CONNOR GALLAGHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	MELISA SGRO	☐ IN PERSON	☐ PHONE	☐ NO

12. Board Members' Comments/Requests

13. Public Comments

14. Adjournment

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

Sincerely,


Kristen Suit
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 943 865 3730

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2025-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Vida's Way Community Development District ("**District**") prior to June 15, 2025, a proposed budget ("**Proposed Budget**") for the fiscal year beginning October 1, 2025 and ending September 30, 2026 ("**Fiscal Year 2025/2026**"); 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 VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2025/2026 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

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

DATE: August 7, 2025

HOUR: 11:00 a.m.

LOCATION: Hilton Garden Inn Tampa-Wesley Chapel
26640 Silver Maple Parkway
Wesley Chapel, Florida 33544

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

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

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

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

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

PASSED AND ADOPTED THIS 1ST DAY OF MAY, 2025.

ATTEST:

**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2025/2026 Proposed Budget

Exhibit A: FY 2025/2026 Proposed Budget

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2026**

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
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**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll - gross	\$ -				\$ 727,490
Allowable discounts (4%)	-				(29,100)
Assessment levy: on-roll - net	-	\$ -	\$ -	\$ -	698,390
Assessment levy: off-roll	-	-	-	-	97,825
Landowner contribution	574,466	47,192	528,382	575,574	-
Total revenues	574,466	47,192	528,382	575,574	796,215
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	22,000	26,000	48,000	48,000
Legal	25,000	4,222	20,778	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	-	5,500	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	417	583	1,000	2,000
EMMA software service	-	-	-	-	1,500
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	145	355	500	500
Printing & binding	500	250	250	500	500
Legal advertising	1,750	-	1,750	1,750	1,750
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,250	250	5,500	6,000
Contingencies/bank charges	750	1,558	-	1,558	750
Meeting room rental	-	-	-	-	2,000
Tax Collector	-	-	-	-	14,550
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	97,790	34,117	64,481	98,598	117,340
Field operations					
Landscape maintenance	156,464	37,280	119,184	156,464	256,464
Mulch	51,000	-	51,000	51,000	81,000
Annuals	18,500	-	18,500	18,500	36,000
Irrigation Repairs	5,000	-	5,000	5,000	5,000
Landscape Replacement	5,000	-	5,000	5,000	5,000
Pressure Cleaning	5,000	-	5,000	5,000	5,000
Holiday Decorations	5,000	-	5,000	5,000	5,000
General repairs/supplies	10,000	630	9,370	10,000	10,000
Pond & Conservation areas	40,000	830	39,170	40,000	12,000
Fountains repairs/maintenance	5,000	-	5,000	5,000	22,000
Electric - common areas/irrigation meters	15,000	481	14,519	15,000	15,000

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	Budget FY 2026
Irrigation water	5,000	-	5,000	5,000	5,000
Streetlights	85,000	-	85,000	85,000	135,000
Property insurance	-	-	-	-	15,000
Property appraiser	-	-	-	-	700
Total field operations	<u>405,964</u>	<u>39,221</u>	<u>366,743</u>	<u>405,964</u>	<u>608,164</u>
Total expenditures	<u>503,754</u>	<u>73,338</u>	<u>431,224</u>	<u>504,562</u>	<u>725,504</u>
 Excess/(deficiency) of revenues over/(under) expenditures	-	(26,146)	97,158	71,012	70,711
 Fund balance - beginning (unaudited)	-	(300)	(26,446)	(300)	70,712
Fund balance - ending (projected)					
Assigned					
Working capital	-	-	-	-	-
Future projects	70,712	70,712	70,712	70,712	141,424
Unassigned	-	(97,158)	-	-	(1)
Fund balance - ending	<u>\$ 70,712</u>	<u>\$ (26,446)</u>	<u>\$ 70,712</u>	<u>\$ 70,712</u>	<u>\$ 141,423</u>

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

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

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Tax Collector	14,550
Website hosting & maintenance	705
Website ADA compliance	210
Landscape maintenance	
Landscape maintenance	256,464
Mulch	81,000
Annuals	36,000
Irrigation Repairs	5,000
Landscape Replacement	5,000
Pressure Cleaning	5,000
Holiday Decorations	5,000
General repairs/supplies	10,000
Pond & Conservation areas	12,000
Fountains repairs/maintenance	22,000
Electric - common areas/irrigation meters	15,000
Irrigation water	5,000
Streetlights	135,000
Property insurance	15,000
Property appraiser	700
Total expenditures	<u><u>\$ 725,504</u></u>

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
AMOUNTS ASSIGNED FOR FUTURE PROJECTS
FISCAL YEAR 2025**

Reserve Items	Estimated Life Expectancy	Estimated Remaining Life	Cost to Replace	Annual Funding
Roads	30	30	\$1,015,860.00	\$33,862.00
Boardwalk	20	20	\$166,000.00	\$8,300.00
Fencing	20	20	\$271,000.00	\$13,550.00
Monuments	20	20	\$300,000.00	\$15,000.00
Total			\$1,752,860.00	\$70,712.00

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2024
FISCAL YEAR 2026**

	Fiscal Year 2025				Proposed Budget FY 2026
	Amended Budget FY 2025	Actual through 3/31/2025	Projected through 9/30/2025	Total Actual & Projected	
REVENUES					
Assessment levy: on-roll	\$ -				\$ 398,465
Allowable discounts (4%)	-				(15,939)
Net assessment levy - on-roll	-	\$ -	\$ -	\$ -	382,526
Assessment levy: off-roll	374,558	295,339	79,219	374,558	-
Interest	-	3,078	-	3,078	-
Total revenues	374,558	298,417	79,219	377,636	382,526
EXPENDITURES					
Debt service					
Principal	85,000	-	85,000	85,000	95,000
Interest	149,154	-	149,154	149,154	280,575
Tax collector	-	-	-	-	7,969
Cost of issuance	199,785	199,785	-	199,785	-
Underwriter's Discount	114,800	114,800	-	114,800	-
Total expenditures	548,739	314,585	234,154	548,739	383,544
Excess/(deficiency) of revenues over/(under) expenditures	(174,181)	(16,168)	(154,935)	(171,103)	(1,018)
OTHER FINANCING SOURCES/(USES)					
Bond proceeds	526,913	526,913	-	526,913	-
Original issue discount	(25,050)	25,050	-	25,050	-
Transfers in	-	12,362	-	12,362	-
Total other financing sources/(uses)	501,863	564,325	-	564,325	-
Net increase/(decrease) in fund balance	327,682	548,157	(154,935)	393,222	(1,018)
Fund balance:					
Beginning fund balance (unaudited)	-	(12,362)	535,795	(12,362)	380,860
Ending fund balance (projected)	<u>\$327,682</u>	<u>\$535,795</u>	<u>\$ 380,860</u>	<u>\$ 380,860</u>	<u>379,842</u>
Use of fund balance:					
Debt service reserve account balance (required)					(187,279)
Interest expense - November 1, 2026					(140,288)
Projected fund balance surplus/(deficit) as of September 30, 2026					<u>\$ 52,275</u>

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/25			140,287.50	140,287.50	5,655,000.00
05/01/26	95,000.00	4.150%	140,287.50	235,287.50	5,560,000.00
11/01/26			138,316.25	138,316.25	5,560,000.00
05/01/27	100,000.00	4.150%	138,316.25	238,316.25	5,460,000.00
11/01/27			136,241.25	136,241.25	5,460,000.00
05/01/28	100,000.00	4.150%	136,241.25	236,241.25	5,360,000.00
11/01/28			134,166.25	134,166.25	5,360,000.00
05/01/29	105,000.00	4.150%	134,166.25	239,166.25	5,255,000.00
11/01/29			131,987.50	131,987.50	5,255,000.00
05/01/30	110,000.00	4.150%	131,987.50	241,987.50	5,145,000.00
11/01/30			129,705.00	129,705.00	5,145,000.00
05/01/31	115,000.00	4.150%	129,705.00	244,705.00	5,030,000.00
11/01/31			127,318.75	127,318.75	5,030,000.00
05/01/32	120,000.00	4.875%	127,318.75	247,318.75	4,910,000.00
11/01/32			124,393.75	124,393.75	4,910,000.00
05/01/33	125,000.00	4.875%	124,393.75	249,393.75	4,785,000.00
11/01/33			121,346.88	121,346.88	4,785,000.00
05/01/34	135,000.00	4.875%	121,346.88	256,346.88	4,650,000.00
11/01/34			118,056.25	118,056.25	4,650,000.00
05/01/35	140,000.00	4.875%	118,056.25	258,056.25	4,510,000.00
11/01/35			114,643.75	114,643.75	4,510,000.00
05/01/36	145,000.00	4.875%	114,643.75	259,643.75	4,365,000.00
11/01/36			111,109.38	111,109.38	4,365,000.00
05/01/37	155,000.00	4.875%	111,109.38	266,109.38	4,210,000.00
11/01/37			107,331.25	107,331.25	4,210,000.00
05/01/38	160,000.00	4.875%	107,331.25	267,331.25	4,050,000.00
11/01/38			103,431.25	103,431.25	4,050,000.00
05/01/39	170,000.00	4.875%	103,431.25	273,431.25	3,880,000.00
11/01/39			99,287.50	99,287.50	3,880,000.00
05/01/40	180,000.00	4.875%	99,287.50	279,287.50	3,700,000.00
11/01/40			94,900.00	94,900.00	3,700,000.00
05/01/41	185,000.00	4.875%	94,900.00	279,900.00	3,515,000.00
11/01/41			90,390.63	90,390.63	3,515,000.00
05/01/42	195,000.00	4.875%	90,390.63	285,390.63	3,320,000.00
11/01/42			85,637.50	85,637.50	3,320,000.00
05/01/43	205,000.00	4.875%	85,637.50	290,637.50	3,115,000.00
11/01/43			80,640.63	80,640.63	3,115,000.00
05/01/44	215,000.00	4.875%	80,640.63	295,640.63	2,900,000.00
11/01/44			75,400.00	75,400.00	2,900,000.00
05/01/45	225,000.00	5.200%	75,400.00	300,400.00	2,675,000.00
11/01/45			69,550.00	69,550.00	2,675,000.00
05/01/46	240,000.00	5.200%	69,550.00	309,550.00	2,435,000.00
11/01/46			63,310.00	63,310.00	2,435,000.00
05/01/47	250,000.00	5.200%	63,310.00	313,310.00	2,185,000.00
11/01/47			56,810.00	56,810.00	2,185,000.00
05/01/48	265,000.00	5.200%	56,810.00	321,810.00	1,920,000.00
11/01/48			49,920.00	49,920.00	1,920,000.00

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2024 AMORTIZATION SCHEDULE**

	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/49	280,000.00	5.200%	49,920.00	329,920.00	1,640,000.00
11/01/49			42,640.00	42,640.00	1,640,000.00
05/01/50	295,000.00	5.200%	42,640.00	337,640.00	1,345,000.00
11/01/50			34,970.00	34,970.00	1,345,000.00
05/01/51	310,000.00	5.200%	34,970.00	344,970.00	1,035,000.00
11/01/51			26,910.00	26,910.00	1,035,000.00
05/01/52	325,000.00	5.200%	26,910.00	351,910.00	710,000.00
11/01/52			18,460.00	18,460.00	710,000.00
05/01/53	345,000.00	5.200%	18,460.00	363,460.00	365,000.00
11/01/53			9,490.00	9,490.00	365,000.00
05/01/54	365,000.00	5.200%	9,490.00	374,490.00	-
Total	5,655,000.00		5,273,302.50	10,928,302.50	

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2026 ASSESSMENTS**

On-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	99	\$ 1,939.97	\$ 1,062.57	\$ 3,002.54	n/a
SF 50'	132	2,424.97	1,328.22	3,753.19	n/a
SF 60'	74	2,909.96	1,593.86	4,503.82	n/a
Total	305				

Off-Roll Assessments

Product/Parcel	Units	FY 2026 O&M Assessment per Unit	FY 2026 DS Assessment per Unit	FY 2026 Total Assessment per Unit	FY 2025 Total Assessment per Unit
SF 40'	73	\$ 201.81	\$ -	\$ 201.81	n/a
SF 50'	183	252.26	-	252.26	n/a
SF 60'	122	302.71	-	302.71	n/a
Total	378				

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2025-04

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND
LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE
DISTRICT FOR FISCAL YEAR 2025/2026 AND PROVIDING FOR AN EFFECTIVE DATE**

WHEREAS, the Vida's Way 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 2025/2026 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE
VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2025/2026 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2025/2026 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 1st day of May, 2025.

ATTEST:

**VIDA'S WAY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2025/2026 MEETING SCHEDULE		
LOCATION <i>Hampton Inn & Suites by Hilton - Tampa/Wesley Chapel</i> <i>2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544</i> <i>or</i> <i>Hilton Garden Inn Tampa-Wesley Chapel, 26640 Silver Maple Parkway,</i> <i>Wesley Chapel, Florida 33544</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 2, 2025	Regular Meeting	11:00 AM
November 6, 2025	Regular Meeting	11:00 AM
December 4, 2025	Regular Meeting	11:00 AM
January __, 2026*	Regular Meeting	11:00 AM
February 5, 2026	Regular Meeting	11:00 AM
March 5, 2026	Regular Meeting	11:00 AM
April 2, 2026	Regular Meeting	11:00 AM
May 7, 2026	Regular Meeting	11:00 AM
June 4, 2026	Regular Meeting	11:00 AM
July 2, 2026	Regular Meeting	11:00 AM
August 6, 2026	Regular Meeting	11:00 AM
September 3, 2026	Regular Meeting	11:00 AM

Exception

**The January meeting date is on the New Year's Day holiday.*

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2025-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT, APPROVING THE FLORIDA STATEWIDE MUTUAL AID AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the State Emergency Management Act, Chapter 252, Florida Statutes, authorizes the state and its political subdivisions to develop and enter into mutual aid agreements for reciprocal emergency aid and assistance in case of emergencies too extensive to be dealt with unassisted; and

WHEREAS, the Board of Supervisors of Vida’s Way Community Development District desires to move forward and approve an agreement with the State of Florida, Division of Emergency Management, concerning the Statewide Mutual Aid Agreement; and

WHEREAS, the Florida Department of Economic Opportunity requires an independent special district to participate in the Statewide Mutual Aid Agreement to be eligible for funds under Administrative Rule 9G-1 9, Base Funding for County Emergency Management Agencies and Municipal Competitive Grant and Loan Programs;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT THAT:

1. **RECITALS.** The foregoing “**WHEREAS**” clauses are true and correct and are hereby ratified and confirmed by the Board of Supervisors.
2. **APPROVAL OF AGREEMENT.** The execution of the attached Statewide Mutual Aid Agreement is hereby authorized, and the Agreement is hereby approved.
3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND ADOPTED this 1st day of May, 2025.

ATTEST:

**VIDA’S WAY COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A

Statewide Mutual Aid Agreement



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

- A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.
- B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.
- C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.
- D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.
- E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.
- F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

- A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. The "Division" is the Florida Division of Emergency Management.
- C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.
- D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.
- E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.
- F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.
- G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes*.
- H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.
- I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.
- J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.
- K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.
- L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.
- M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.
- O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.
- P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

- A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.
- B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#)¹.

- A. A description of the Mission to be performed by the Assisting Party;
- B. A description of the resources and capabilities needed to complete the Mission successfully;
- C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;
- D. A description of the health, safety, and working conditions expected for deploying personnel;
- E. Lodging and meal availability;
- F. Any logistical requirements;
- G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;
- H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and
- I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the [Division approved documents SharePoint site](#).

¹ FDEM approved documents such as activity logs and mutual aid forms can be found at:
https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;
- B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;
- C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;
- D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;
- E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and
- F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

- A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.
- C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the [Division approved documents SharePoint site](#) as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

- A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;
- B. Copy of a current and valid Internal Revenue Service W-9 Form;
- C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;
- D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- E. Official payroll and travel reimbursement records for all claimed personnel expenses;
- F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;
- G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;
- H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance
- I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);
- J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;
- K. Justification for equipment repair expenses; and
- L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

- A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.
- B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA's Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.
- C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

- D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

- A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.
- B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .
- C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.
- D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.
- E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.
- F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

- A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.
- B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.
- C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.
- D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Management's Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.
- E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

- A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.
- B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

regardless of whether such costs are billed or unbilled.

- C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.
- D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.
- E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.
- F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

- A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.
- B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.
- C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

- D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.
- E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required [FDEM forms](#) for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Clerk or Deputy Clerk

By: _____

Chair

Date: _____

Approved as to Form:

By: _____

County Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CITY CLERK

CITY OF _____
STATE OF FLORIDA

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF _____
UNIVERSITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Council Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: **05/01/2025**

Approved as to Form:

By: _____

Attorney for District



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on _____.

BY: _____

TITLE: _____

DATE: _____



STATE OF FLORIDA DIVISION OF EMERGENCY MANAGEMENT



Ron DeSantis, Governor

Kevin Guthrie, Executive Director

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT **Encompassed Entities**

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management (“the Division”) which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
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_____	_____
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_____	_____
_____	_____

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (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 VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024 (ASSESSMENT AREA ONE); DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Vida’s Way 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 previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 190, *Florida Statutes*, including its Special Assessment Bonds, Series 2024 (Assessment Area One), in the par amount of \$5,740,000 (“Series 2024 Bonds”); and

WHEREAS, the District closed on the sale of the Series 2024 Bonds on October 22, 2024; and

WHEREAS, as prerequisites to the issuance of the Series 2024 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (“Closing Documents”); and

WHEREAS, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in connection with closing the sale of the Series 2024 Bonds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The sale, issuance, and closing of the Series 2024 Bonds is in the best interests of the District.

SECTION 2. The issuance and sale of the Series 2024 Bonds, the adoption of resolutions relating to such bonds, the agreements entered into with respect to the issuance of such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

SECTION 3. The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2024 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2024 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

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

SECTION 5. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 1st day of May, 2025.

ATTEST:

**VIDA’S WAY COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

7A

Tampa Bay Times

Published Daily

STATE OF FLORIDA} ss
COUNTY OF PASCO County

Before the undersigned authority personally appeared Jean Mitotes who on oath says that he/she is a Legal Advertising Representative of the Tampa Bay Times a daily newspaper printed in St. Petersburg, in Pasco County, Florida that the attached copy of advertisement being a Legal Notice in the matter RFQ for Engineering Services was published in said newspaper by print in the issues of 04/13/25 or by publication on the newspaper's website, if authorized.

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes. Affiant further says the said Tampa Bay Times is a newspaper published in Pasco County, Florida and that the said newspaper has heretofore been continuously published in said Pasco County, Florida each day and has been entered as a second class mail matter at the post office in said Pasco County, Florida for a period of one year next preceding the first publication of the attached copy of advertisement, and affiant further says that he/she neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



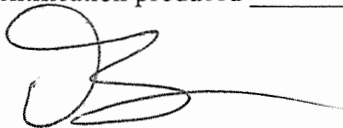
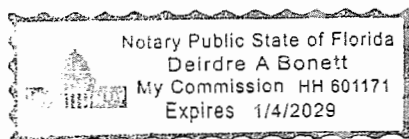
Signature of Affiant _____

Sworn to and subscribed before me this 04/13/2025

Signature of Notary of Public

Personally known ☒ or produced identification.

Type of identification produced _____

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on April 28, 2025 to the attention of Daphne Gillyard (by email to: gillyardd@whhassociates.com) ("District Manager's Office").

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

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

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

04/13/2025

33281

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

7B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

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

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The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on April 28, 2025 to the attention of Daphne Gillyard (by email to: gillyardd@whhassociates.com) ("**District Manager's Office**").

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

Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the publication of this Notice. The formal protest

setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filing of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00). Additional information and requirements regarding protests are set forth in the District's proposed Rules of Procedure, which are available from the District Manager.

VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT

DISTRICT ENGINEER PROPOSALS

COMPETITIVE SELECTION CRITERIA

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

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

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

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

3) Geographic Location (Weight: 20 Points)

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

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

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

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

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

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

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

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

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

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

7CI

RESPONSE TO REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES

April 28, 2025

Prepared for:



Community Development District

Pasco County, Florida



Prepared by:



ALLIANT

April 28, 2025Statement of Qualifications for
District Engineering Services**Office of the District Manager**Ms. Daphne Gillyard
Wrathell, Hunt, and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
561.571.0010**Alliant Engineering, Inc.**3901 Coconut Palm Drive, Suite 102
Tampa, Florida 33619
813.940.3465 MAIN

Dear Ms. Gillyard and Members of the Evaluation Committee:

Alliant Engineering, Inc. (Alliant) and our teaming partners **Meskel & Associates Engineering (MAE)**, **ECS Florida, LLC** (ECS), and **Alliant Florida, Inc.** (Survey) are pleased to submit our proposal for Continuing Engineering Services. **Je Sprouse, PE** will serve as the district's Project Manager and be the primary point of contact. **Andrew Mansen, PE** will serve as the Assistant Project Manager.

Alliant was founded in Minneapolis in 1995 and has grown from a company with one employee into an organization of over 200 diverse professionals and support staff. We have provided services to clients like the **Vida's Way Community Development District** for over 30 years. In 2015 Alliant expanded to Jacksonville, FL to better serve its southeast clients and again in May of 2023 opening an office in Tampa, FL to better serve its clients on the Gulf Coast. Alliant is an S-Corporation providing a range of comprehensive services including but not limited to civil engineering, construction services, intelligent transportation systems, landscape architecture, land survey, roadway design, structures, traffic engineering, and water resources.

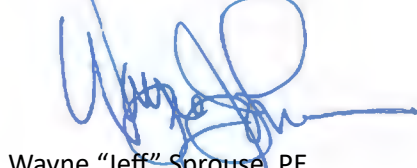
Alliant's business philosophy is to keep our values of community, excellence, creating value, collaboration, being future-focused, and integrity at the forefront of everything we do. Our corporate mission to Build Better Communities with Excellence and Passion is evident within our culture and our outstanding Client Service distinguishes us from other companies.

We understand you are looking for a consulting partner that is more than just a designer or engineer. You expect a partner that can lead and manage projects from concept through construction and efficiently address any challenges along the way. As your Project Manager, **Je Sprouse, PE** will serve as your primary point of contact and will ensure that our team will be focused, flexible, and responsive to the needs of the CDD and its residents. We will focus on timely, honest, and open communication to deliver quality work from the day the project starts through bidding, construction, and closeout.

Alliant is interested in pursuing this solicitation to continue to grow our services throughout Florida. We are excited to serve the **Vida's Way Community Development District** and are committed to providing the highest quality service for selected projects. Thank you for your consideration and we look forward to partnering with you. Please feel free to contact me with any questions or if you require any additional information.

Sincerely,

Alliant Engineering, Inc.

Wayne "Jeff" Sprouse, PE
Senior Civil Engineer / Project Manager

✉ jsprouse@alliant-inc.com

☎ 813.954.4337

Andrew Mansen, PE
Assistant Project Manager

✉ amansen@alliant-inc.com

☎ 904.329.4001

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Strong relationships are the cornerstone of our business. We've seen firsthand how they can result in better project outcomes, which benefit our client's reputation and future opportunities. We value and protect these relationships, which is why we've spent the last 30 years building connections nationwide in the public and private sectors and why our clients continue to choose Alliant for their projects.

Alliant is comprised of individuals from a variety of disciplines, backgrounds, and experience levels. We provide complex engineering and design solutions for projects that need to be completed on schedule and within budget—without sacrificing standards of performance. Together, our employee-owners are committed to excellence, collaboration, and integrity, bringing value to our employees, clients, and communities.

For over 30 years, we have focused on the values that drive our company. Keeping these values at the forefront of everything we do helps us provide opportunities to our employee-owners and serve our clients with the same level of integrity and sense of entrepreneurialism that has defined us for those three-plus decades.

Alliant's Team Guiding Principles:

- ▶ We innovate before, during, and after the design to provide the best solutions for our clients.
- ▶ We communicate with our clients, employees, sub-consultants, and project stakeholders to ensure that our projects stay on task, on schedule, and within budget.
- ▶ We dedicate ourselves to our business and our community.
- ▶ We deliver successful projects.
- ▶ We keep our ear to the rail and our nose to the grindstone.

**COMMUNITY**

Our community is where we live, work and play – it is who we are at Alliant – it is our industry and the world around us.

**EXCELLENCE**

It's about always doing our best and being the best at what we do.

**CREATE VALUE**

By solving challenges and delivering the best solutions, we create value that lives on long after the project is finished.

**COLLABORATION**

To take on the BIG challenges we collaborate with our clients, our partners, and each other.

**FUTURE FOCUSED**

We look forward to the next idea, the next solution, and the next opportunity to build better communities.

**INTEGRITY**

The foundation of our success comes from the trust our clients and partners place with us to do business the right way.

Brief Description of Services:

**Civil Engineering**

- ◆ Site analysis, feasibility, planning
- ◆ Design development / budgeting
- ◆ Stormwater management design
- ◆ Permitting & agency coordination
- ◆ Construction drawings

Landscape Architecture

- ◆ Master planning
- ◆ Site analysis and planning
- ◆ Agency coordination and submittals
- ◆ Construction drawings

Land Survey (Alliant Florida, Inc.)

- ◆ Boundary surveys
 - ALTA/NSPS land title surveys
 - Certificate of survey
- ◆ Topographic surveys
 - Design location/existing conditions
 - Hydrographic survey
 - Underground survey (utilities)
- ◆ Record surveys
 - Subdivision
- ◆ Construction surveys
 - Establish horizontal & vertical site control
 - Staking horizontal & vertical site control
 - Volume measurements

Roadway Design

- ◆ Preliminary design
- ◆ Final design
- ◆ Municipal engineering
- ◆ Local road design
- ◆ Utilities
- ◆ Construction cost estimating
- ◆ Public involvement

Water Resources

- ◆ Hydrologic & hydraulic modeling
- ◆ Storm sewer design
- ◆ Culvert design
- ◆ Bridge hydraulics
- ◆ Stream restoration
- ◆ Detention design
- ◆ Water quality management
- ◆ Floodplain analysis & permitting

Construction Services

- ◆ Constructability reviews
- ◆ Contract development
- ◆ Contract administration
- ◆ Construction observation
- ◆ State & federal aid construction documentation
- ◆ Public and private utility coordination

Traffic Engineering

- ◆ Traffic, parking & specialty studies
- ◆ Bicycle & pedestrian planning & design
- ◆ Traffic signal operations & timing
- ◆ Traffic modeling
- ◆ Intersection & roadway safety studies
- ◆ Intersection control evaluations
- ◆ Traffic final design
- ◆ Project management

Environmental Services

- ◆ Environmental planning & documentation
- ◆ Wetland delineation
- ◆ Wetland permits
- ◆ Wetland mitigation & monitoring
- ◆ Ecologic restoration
- ◆ Natural resource surveys
- ◆ Invasive species surveys
- ◆ Construction SWPPP design
- ◆ NPDES permit compliance inspection
- ◆ Construction site management plans
- ◆ Tree inventories

Building Better Communities with Excellence and Passion

**ENGINEER POINT OF CONTACT AND PROPOSED TEAM****Request for Qualifications for Engineering Services for Vida's Way Community Development District, Pasco County, FL**

Public Notice Date: April 13, 2025

Solicitation No. 33281

Engineer Point of Contact:

Jeff Sprouse, PE / Project Manager

(813) 954-4337

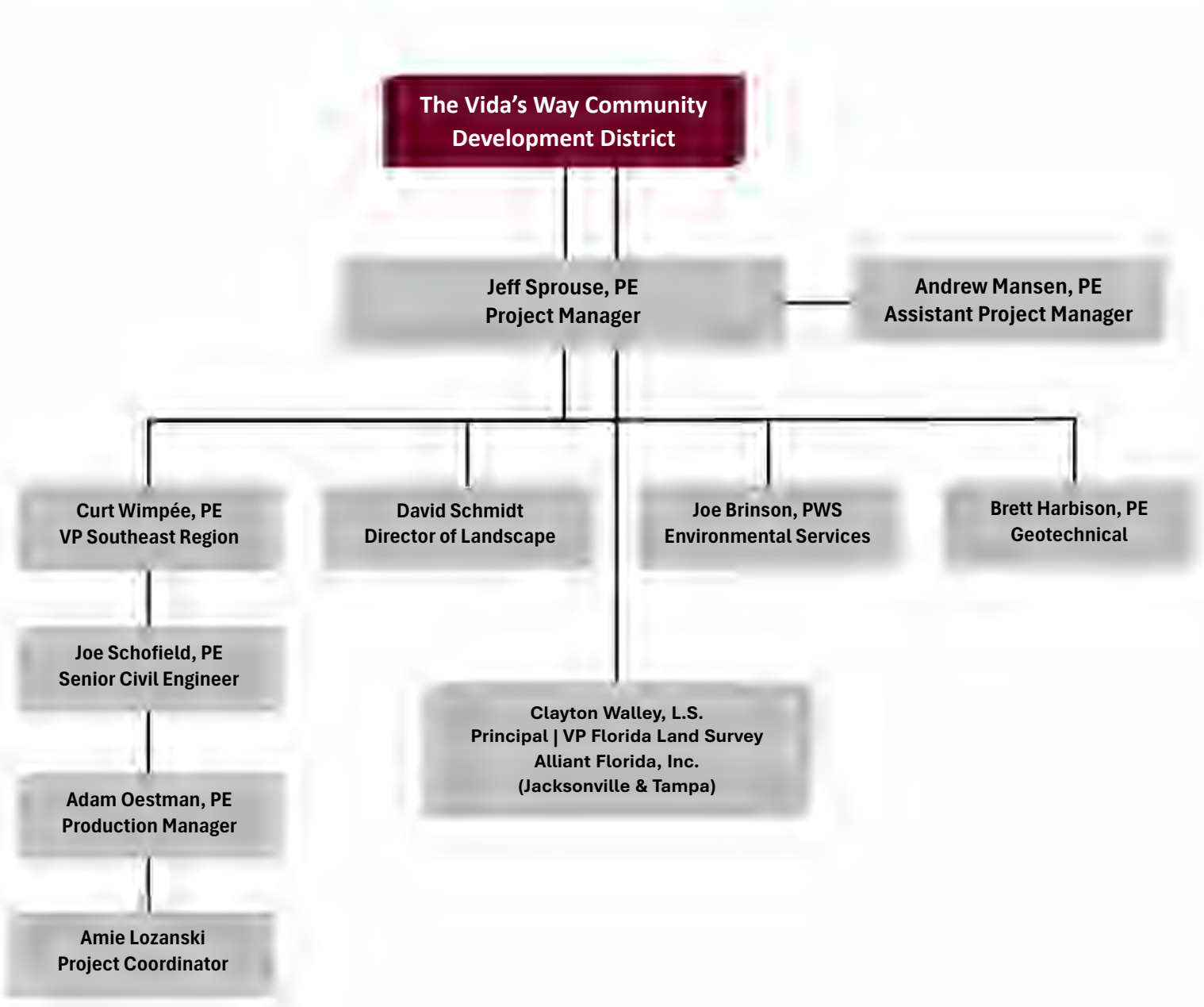
Alliant Engineering, Inc.

jsprouse@alliant-inc.com**PROPOSED TEAM**

Check		FIRM NAME	ADDRESS	ROLE IN THIS CONTRACT
Prime	Subcontractor			
X		Alliant Engineering	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Project Management, Civil Engineering, and Landscape Services
	X	ESC Florida, LLC	4524 N. 56th Street Tampa, Florida 33610	Environmental Services
	X	Meskel & Associates Engineering	2202 N. West Shore Boulevard Suite 200 Tampa, Florida 33607	Geotechnical Services
	X	Alliant Florida, Inc. (A wholly owned subsidiary of Alliant Engineering, Inc.)	3901 Coconut Palm Drive, Suite 102 Tampa, Florida 33619	Land Survey Services



Exhibit 1. Organizational Chart of Proposed Team



RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS



Jeff Sprouse, PE Project Manager

Licenses

- Professional Engineer in Florida (60821)

Education

- BS, Nuclear Engineering, Mississippi State University
- FDEP Stormwater Management Inspector #40208
- Advanced MOT Certified • 40-Hour OSHA Hazmat Certified • US Navy Engineering Lab Technician • Nuclear Power Plant Operations

Years Experience: 28 years overall, and 1 year with Alliant.

Mr. Sprouse brings over 28 years of diverse experience in design and construction across a wide range of projects. His expertise includes land development, water resources, municipal water systems, sanitary sewer design and rehabilitation, stormwater management, and roadway design and construction. He has also worked on vertical construction, structural fabrication and erection, as well as SCADA system design and integration for sanitary sewer and stormwater treatment facilities, like Alum Injection Systems. In addition, Mr. Sprouse has extensive experience in construction supervision and project management for roadway, water, sanitary sewer, site, drainage, and structural projects. He's served as both a Project Manager and Design Engineer on numerous similar projects, combining technical knowledge with hands-on leadership.

SHANNON ESTATES SUBDIVISION ♦ PLAN CITY, FLORIDA

This subdivision is on a 6.26-acre lot located along N. Shannon Avenue. The project included 8 lots, access road, stormwater facilities, potable water, reclaimed water, lift station, sanitary sewer, and stormwater system. The site contained 2.65-acres of wetland and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

WEG PARK ROAD COMMERCIAL COMPLEX ♦ PLANT CITY, FLORIDA

Development of a 15.73-acre site which included a feed store, feed storage buildings, self-storage, RV storage, sidewalks, vehicular use areas and other miscellaneous impervious areas. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

NORTH PARK ROAD COMMERCIAL SUBDIVISION ♦ PLANT CITY, FLORIDA

This development included a 12.68-acre site located along North Park Road. The project included 5 commercial roads, stormwater facilities, potable water, sanitary sewer, stormwater, and the design of right and left turn lanes on N. Park Road. The site had 4.44-acres of wetland with 0.2-acres of impacts to the wetlands and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 for cut and fill calculations to ensure no floodplain impacts and for the design of the stormwater system.

SWAN LAKE VILLAGE – MULTI-FAMILY DEVELOPMENT ♦ LAKELAND, FLORIDA

This development was a 19.08-acre site located along the south side of Griffin Road. The project included two 3-story apartment buildings which were 15,927 SF each, a 2,802 SF clubhouse with a pool, sidewalks, access roads, stormwater facilities, 3 ponds, potable water, and sanitary sewer. The project included the design of a 24'-0" x 5'-9" arch pipe across the wetland. The site has 5.83-acres of wetland with 0.18-acres of impacts to the wetlands and was partially located within the 100-year floodplain. The site required permitting with multiple state, city and county departments. Floodplain analysis was performed using SWMM5 and ICPR4 to ensure no floodplain impacts and for the design of the stormwater system.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS



Andrew Mansen, PE **Assistant Project Manager**

Licenses

- Professional Engineer in Florida (91277)

Education

- BS, Civil Engineering, California State University of Sacramento, CA

Years Experience: 14 years overall, 3.5 years with Alliant.

Mr. Mansen is a Civil Engineer with 4 years of experience in civil design. He graduated in 2011 with a BS in Civil Engineering from California State University. He has provided design, review, and/or management on many public and private site development projects in California and Florida.

BARBER POINTE SUBDIVISION ♦ CITY OF MACCLENNY, FLORIDA

Andrew served as the lead project engineer for the Barber Pointe Subdivision, a 367-unit residential development situated on a hillside in MacClenny, Florida. He played a central role in all aspects of the civil engineering design, which included developing 13 cascading stormwater ponds to address the site's challenging topography. Andrew designed over 16,500 feet of right-of-way infrastructure and oversaw utility layouts that included 17,500 feet of water mains, 14,500 feet of stormwater pipe with 170 structures, and 15,500 feet of sanitary sewer pipe with 69 structures. He also led the design of offsite improvements, including turn lane modifications and a 5,300-foot municipal force main extension connecting to the City's water treatment plant.

GROVELAND RETAIL DEVELOPMENT ♦ CITY OF GROVELAND, FLORIDA

Andrew led civil engineering efforts for the Groveland Retail Development, a 13-acre commercial and light industrial site located in the City of Groveland. His responsibilities included designing infrastructure systems and preparing FDOT-compliant stormwater calculations based on the 100-year storm event. He designed 2,000 feet of water main, 1,200 feet of new force main, and coordinated the relocation of 1,000 feet of existing force main. Andrew also developed plans for offsite roadway improvements, including the addition of turn lanes along US Highway 27 to support increased traffic volumes.

THE HARBOUR ♦ CITY OF JACKSONVILLE, FLORIDA

Andrew played a key engineering role in the redevelopment of The Harbour, a 43.8-acre site along the Intracoastal Waterway in Jacksonville. The project involved transforming an aging industrial marina into a vibrant, multi-use waterfront destination. Andrew's work included the design of a fully underground stormwater management system consisting of a 42,000-square-foot chamber system and 5,800 feet of chamber underdrain system, complemented by 6,000 feet of stormwater piping. He also designed 3,500 feet of sanitary sewer pipe to support the site's diverse uses, which include a 136-slip marina, public boat ramp, boat storage, multiple restaurants, an eight-story apartment building with 560 residences, a multi-story commercial and hotel structure, and dedicated recreational and wetland preservation areas.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS


Joseph Schofield, PE
Senior Civil Engineer

Licenses

- Professional Engineer in Florida (69219)

Education

- MBA, St. Leo University
- BS, Civil Engineering, University of North Florida (UNF)

Years Experience: 21 years overall, 3 years with Alliant.

Mr. Schofield is a Senior Engineer with 21 years of experience in civil design and construction oversight. He has provided design, review, and/or management on hundreds of public and private roadway and site development projects in the southeast United States. He has partnered with dozens of state agencies along with local communities to advance a wide variety of projects to improve transportation infrastructure across the continental United States.

SHADOWCREST AT ROLLING HILLS CDD ♦ PHASES 3B & 3D ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoices and pay applications to help ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for Shadow Crest phase of the district full planned build-out.

BEACHVIEW COVE SUBDIVISION ♦ CITY OF ORMOND BEACH, FLORIDA

Project Manager overseeing design and permitting for a 28-lot single family subdivision with private lift station on A-1-A adjacent to the Atlantic Ocean. All entitlements received and construction is underway. The project includes a planned FPL power pole relocation, work within the coastal construction control line (CCCL), and coordination of turtle friendly street lighting design.

PONCE PRESERVE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

David served as Pipelines Engineer on this project. Route planning, feasibility, and constructability input to add redundancy to an existing 3,500 LF of 30-inch, 10,050 LF of 42-inch, 53,500 LF of 48-inch, and 5,200 LF of 54-inch large diameter DI transmission force main transporting sewage from ECUA's Main Street WTP situated along Pensacola Bay to ECUA's Chemstrand Treatment Plant in Escambia County. For this project David personally participated in team meetings, assisted with route selection, made recommendations in support of and produced route sketches for the project as well as investigating and making recommendations for bypass points of connection between the various force main segments.

RYAN'S LANDING SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Project Manager overseeing design and permitting for a 95-lot single family subdivision. All entitlements have been received; construction start date is undetermined at this time.

UNIVERSITY OF FLORIDA CLUBHOUSE ♦ CITY OF JACKSONVILLE, FLORIDA

Design engineering and project manager for the proposed recreational flex-space building with pool situated on a 2.4-acre parcel of land adjacent to Osprey Village and Osprey Cove. Mr. Schofield's involvement included oversight of modifications to existing facilities, utility design, drainage design, and coordination of architectural elements in support of production of a seamless construction package.

NAVFAC MAYPORT WHARF CHARLIE – 2 RENOVATIONS ♦ CITY OF JACKSONVILLE, FLORIDA

Project engineering overseeing design of a stormwater facility to provide overcompensating treatment that would accommodate expansion of Mayport Naval Station Wharf C-2. The project included installation of a new sheet pile bulkhead, fill of open water, wharf expansion, stormwater facility construction, and dredging activities. Assisted to obtain permit from the Army Corps of Engineers (ACOE) to the foregoing activities.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS**Adam Oestman, PE**
Production Engineer**Licenses**

- Professional Engineer in Florida (98440),

Education

- BS, Civil Engineering, Murray State University

Years Experience: 6 years overall, 3 years with Alliant.

Mr. Oestman has more than six years' experience in the design and construction of private infrastructure projects. He has worked on numerous developments and infrastructure improvements for commercial, medical, municipal, and residential projects around the country. Typical project requirements are land acquisition, contract review, site assessment, land planning, development cost analysis, scheduling, approval coordination, preparation of contract documents, and construction administration.

HYMON CIRCLE DRAINAGE IMPROVEMENTS ♦ CITY OF BUNNELL, FLORIDA

Design engineer preparing construction documents for a two-phase project in the City of Bunnell, including +/- 2,000 LF of roadside drainage improvements as well as +/- 3,000 LF of existing drainage ditch improvements.

SHADOWCREST AT ROLLING HILLS SUBDIVISION ♦ CITY OF GREEN COVE SPRINGS, FLORIDA

Lead design engineer preparing construction documents for a single-family, 247 lot subdivision as well as associated construction administration throughout the project.

SAWMILL BRANCH SUBDIVISION ♦ MULTIPHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Lead design engineer preparing the construction documents for multiple single family residential subdivision phases totaling over 1,000 lots.

PANAMA CITY BEACH HEALTH CAMPUS ♦ CITY OF PANAMA CITY BEACH, FLORIDA

Lead design engineer preparing the construction documents for a phased medical campus as well as associated construction administration throughout the project.

RECLAIM WATER MAIN EXTENSION ♦ CITY OF DELAND, FLORIDA

Lead design engineer preparing the construction documents for a +/- 6,000 LF reclaim main extension.

REVERIE AT PALM COAST CDD ♦ MULTIPHASE SUBDIVISION ♦ CITY OF PALM COAST, FLORIDA

Preparing construction documents, cost estimate, and associated construction administration for a single-family subdivision with multiple phases for a total of 421 lots.

EPIC CHURCH ♦ CITY OF PALM COAST, FLORIDA

Lead design engineer preparing construction documents for a church and associated recreational areas.

CARMEL COURT TOWNHOMES ♦ CLAY COUNTY, FLORIDA

Lead design engineer preparing construction documents for a 35-townhome unit site as well as associated construction administration throughout the project.

LADY LAKE APARTMENTS ♦ TOWN OF LADY LAKE, FLORIDA

Lead design engineer preparing construction documents for a 330 multi-family units and associated recreation areas.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS

Curt Wimpée, PE
Vice President Southeast Region
Licenses

- Professional Engineer in Florida (79764), Minnesota (40487), Georgia (031340), N. Carolina (053415), S. Carolina (41355), and Tennessee (125610)

Education

- BS, Civil Engineering, University of Minnesota

Years Experience: 28 years overall, 10 years with Alliant.

Mr. Wimpée is the VP of the Southeast Region with 28 years of experience in municipal engineering, land development, and transportation. Curt's experience includes localized and regional utility extensions, lift stations, city and DOT roadway reconstructions, new roadways, MOT plans, signage and striping plans, concrete and asphalt pavement design, storm water management systems, regional drainage studies, residential mixed use, and large-scale commercial developments.

CITY ENGINEER (CONSULTANT) CITY OF BUNNELL ♦ CITY OF BUNNELL, FLORIDA

Engineer of Record for numerous city infrastructure projects. Projects include roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design and rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation, public messaging, and interaction.

CITY ENGINEER (CONSULTANT) CITY OF FLAGLER BEACH ♦ CITY OF FLAGLER BEACH, FLORIDA

Engineer of Record for numerous city infrastructure projects some of which included roadway paving/assessment/rehabilitation/replacement stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentation and representation. Public messaging and interaction.

CITY ENGINEER FOR THE CITY OF MENDOTA HEIGHTS ♦ CITY OF MENDOTA HEIGHTS, MN

Performed as Engineer of Record for numerous city infrastructure projects which included roadway paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions/rehabilitation/replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.

CITY ENGINEER (CONSULTANT) CITY OF TWO HARBORS ♦ CITY OF TWO HARBORS, MN

Performed as City Engineer in all aspects of design for city improvement projects. Representative projects included approximately 6 miles of roadway and utility reconstruction for rural to urban street reconstructions. Tasks included complete corridor survey of projects, design, cost estimating, bidding and award, and full-time construction inspection.

CITY ENGINEER (CONSULTANT) CITY OF SCANLON ♦ CITY OF SCANLON, MN

Performed as Engineer of Record for numerous city infrastructure projects. Projects included roadway, paving, assessment, rehabilitation, replacement, stormwater system design and modeling, water main (potable and reclaim) extensions, rehabilitation, replacements, sanitary sewer design/rehabilitation. Cost estimating and engineering reports associated with all aspects of these infrastructure projects. City Council presentations and representation. Public messaging and interaction.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS



David Schmidt **Director of Landscape Architecture**

Education

- BS, Landscape Architecture University of Arkansas, Minor in Horticulture
- Currently pursuing licensure as a Landscape Architect in Florida in 2025

Years Experience: 16 years overall, 2 years with Alliant.

Mr. Schmidt has more than 16 years' experience in the fields of land development planning, landscape architecture, urban design, and project management and is the Director of Landscape Architecture at Alliant. His primary responsibilities include project management, regulatory approvals, site layout and design, construction documentation, regional and community planning, and graphic design.

SWEETGRASS ♦ CITY OF ST. MARY'S, GA

Served as project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog walk, and amenities at the clubhouse. Sweetgrass is a 150-acre community that will feature 312 multifamily units, 194 townhomes, 143 single family homes, and 212,600 SF of commercial space. The Sweetgrass community will be home to almost 650 families in a walkable, mixed-use neighborhood that provides not only housing, but places for working, shopping, recreation, and civic engagement.

REVERIE AT TRAILMARK ♦ CITY OF ST. AUGUSTINE, FLORIDA

David served as the project manager and designer responsible for the neighborhood entry, common area, pocket parks, beer garden, dog park, and amenities at the clubhouse. Reverie is a 55+ community located in St. Augustine, FL permitted as a Community Development District that consists of 487 single family homes and a 4,600 SF clubhouse.

BRADENTON RIVERWALK ♦ CITY OF BRADENTON, FLORIDA

David and his team were responsible for multiple project components, such as data collection, landscape design, renderings, and 3D modeling for the master plan. Kimley-Horn completed the master planning process for the 1.5-mile-long riverfront area in Bradenton known as the Riverwalk. Services included grant funding analysis, master planning, public involvement, design development, and stakeholder coordination. Unanimous approval was given from the Bradenton City Council with the preparation of construction documents and permitting drawings.

TOM BENNETT PARK ♦ MANATEE COUNTY, FLORIDA

Provided master plan design and renderings for the public meeting process. Substantial environmental restoration of the waterfront was key to the project's success. Key design elements included a civic open space, amphitheater, several miles of trails and waterfront promenades, active recreation fields, a community building, and interpretive signage highlighting the significant environmental restoration of that project.

EMERALD TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Served as senior project manager for segment #1 construction and segment #2 design of a multi-modal trail system in the urban core. This expansive trail network, spanning about 30 miles, connects 14 historic neighborhoods to downtown, creeks, the St. Johns River, 16 schools, two colleges, and 21 parks, with numerous other amenities and businesses. An additional 13 schools and 17 parks are nearby.

US 41 LANDSCAPING ENHANCEMENTS AND GATEWAY FEATURES ♦ CITY OF NORTH PORT, FLORIDA

Provided landscape architectural services and enhancements for US 41 spanning nearly three miles of highway through the City of North Port. The project provides a harmonious streetscape that utilizes rhythm and repetition of landscape along with lighting elements to create a sense of place within the area.

GORDON RIVER GREENWAY PARK ♦ COLLIER COUNTY, FLORIDA

Provided landscape architectural services and enhancements for US 41 spanning nearly three miles of highway through the City of North Port. The project provides a harmonious streetscape that utilizes rhythm and repetition of landscape along with lighting elements to create a sense of place within the area.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS

Clayton Walley, L.S., PSM
VP Florida Land Survey
Licenses

- Licensed Surveyor in Florida (LS7209)

Education

- A.A.S. Industrial Engineering Technology, Paul D Camp Community College
- BS Business, Project Management, University of Phoenix

Years Experience: 25 years overall, 6 years with Alliant.

Mr. Walley has over 25 years of land surveying experience. Clayton has provided survey services in numerous states, his expertise includes largescale boundary and topographic surveys, construction staking, and as-built surveys. Clayton is skilled in project management, GPS mission planning and execution, low altitude UAV data acquisition, and CAD. He is well-versed in all aspects of surveying and project management.

TOPOGRAPHIC SURVEY OF BLACK BRANCH CREEK & HYMON CIRCLE ♦ CITY OF BUNNELL, FLORIDA

Utilizing UAV technology as well as conventional methods to collect data and provide a survey for design. This project focused on drainage to improve localized flooding.

RIVER GLEN SUBDIVISION ♦ NASSAU COUNTY, FLORIDA

Oversight of plating for four new phases of existing subdivision

SR 100 MOODY BOULEVARD ROUTE SURVEY / TOPOGRAPHIC SURVEY ♦ CITY OF BUNNELL, FLORIDA

Oversight of 5,000 LF ± route survey for utility design.

VILLAGE PARK SUBDIVISION ♦ CLAY COUNTY, FLORIDA

Survey Oversight of a six-phase subdivision currently in the beginning of phase 3.

LIFT STATION SITES FEMA OVERSIGHT ♦ FLAGLER COUNTY, FLORIDA

Survey the rehabilitation and generator addition of 20 lift stations.

PECAN PARK ROAD ♦ CITY OF JACKSONVILLE, FLORIDA

Survey Manager on this project that will add extra traffic lanes and add new infrastructure while raising the overall elevation of the roadway. Responsible for QC field work including construction stake out, as-built collection, coordinating settlement monitoring, monitoring of bridge structure, and overall project fluidity. Held regular field meetings with CEI to discuss settlement plate monitoring results.

A1A / MAY STREET ♦ CITY OF ST. AUGUSTINE, FLORIDA

Survey Manager on this project that rebuilt the intersection with new infrastructure. Responsible for coordinating crews and scheduling. QC field work including construction stake out, as-built data collection, and monitoring structures for movement and settling. Regularly met with CEI on settlement monitoring results to ensure procedure and protocol.

AIRPORT ROAD EXTENSION TO PECAN PARK ROAD ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Surveyor on this roadway project to connect the existing Airport Rd. to Pecan Park Rd. This project was comprised of roadway layout, settlement monitoring and included one CIP bridge.

JAXPORT INTERMODAL CONTAINER TRANSFER FACILITY ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Surveyor container transfer facility to assist JAXPORT with logistics and container handling. Consisted of over 4 miles of track over 10-acres of hardscape.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS**Joe Brinson, PWS**
Environmental Senior Project Manager**Licenses**

- Professional Wetland Scientist

Education

- BS, Forest Resource Management / Forest Biometrics,
University of Georgia

Years Experience: 27 years overall, 2.5 years with ECS, Florida LLC.

Mr. Brinson is an Environmental Senior Project Manager for ECS and has more than 26 years' experience in wetland permitting, species, timber assessments, greenbelts, and tree/arborist services. His responsibilities include the daily management of all phases of environmental, including proposal preparation and review, environmental compliance (Spec/NPDES), budgeting daily and ongoing activities, preparation and review of reports, client interaction, invoicing, and marketing.

TOWN CENTER BOULEVARD PROPERTY ♦ CITY OF PALM COAST, FLORIDA

Project Manager, ECS completed an ecological study with the purpose to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

DIX ELLIS TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation study to evaluate jurisdictional wetlands and/or protected wildlife species and their habitats.

BEAUTYREST AVENUE PROPERTY ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed an Ecological Due Diligence with Cultural Resource Assessment Report (CRAS). The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

FIRST COAST EXPRESSWAY ♦ MIDDLEBURG, CLAY COUNTY, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential for occurrence of jurisdictional wetlands and/or protected wildlife species and their habitats.

BAINBRIDGE NOCATEE PARKWAY PROJECT ♦ CITY OF JACKSONVILLE, FLORIDA

Project Manager, ECS completed a preliminary wetlands delineation and preliminary threatened and endangered species survey. The purpose of the field visit was to evaluate the site for the occurrence and/or potential occurrence of jurisdictional wetlands and/or protected wildlife species and/or habitat on the site and its relevant surroundings.

RESUMES OF KEY PERSONNEL AND RELEVANT PROJECTS

Brett H. Harbison, PE
Director of Transportation & Geotechnical Services and Principal Engineer
Licenses

- Professional Engineer, Florida (74679)
- Professional Engineer, Georgia (PE37919)

Education

- BS, Civil Engineering, Florida State University (FSU)
- Graduate Courses, University of Central Florida

Years Experience: 16 years overall, 5 years with Meskel & Associates Engineering, PLLC

Brett has more than 18 years of field, laboratory, and geotechnical analysis experience throughout Florida. He manages the entire geotechnical process which includes drilling, laboratory testing, and analysis for numerous Florida Department of Transportation (FDOT) projects. Brett is experienced in both Design-Bid-Build and Design-Build FDOT project delivery methods. As a Certified Smartpile EDC system user, he has provided dynamic load testing services on numerous pre-stressed, pre-cast concrete driven piles on bridge foundation project throughout Florida.

MONCRIEF PEDESTRIAN BRIDGE REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Senior Engineer responsible for the geotechnical exploration, laboratory testing, and engineering analysis for the pedestrian bridge. The main span and extended ramps will be supported on 54-inch non-redundant drilled shafts. The existing bridge was approximately 70-75 feet long, the replacement bridge will be about the same.

FDOT DISTRICT 2, I-95 NASSAU RIVER BRIDGE IMPROVEMENTS ♦ DUVAL / NASSAU COUNTY LINE, FLORIDA

Foundation/Geotechnical Engineer of Record/Project Manager responsible for field coordination, laboratory shear strength testing, rock core strength testing, and geotechnical analysis to support design and construction of non-redundant drilled shafts to support crutch bents proposed for the existing I-95 north and southbound bridges. Brett directed field crews and staff in performing 24 Standard Penetration Tests (SPT) borings in tidally inundated project area using amphibious and sound barge platforms. Borings were advanced to depths of 125 feet below the river mudline. Static axial shaft capacities were estimated to determine anticipated shaft tip elevations. Engineering reports were prepared including drilled shaft analysis, soil parameter recommendations for lateral analysis, and shaft installation construction recommendations.

CITY OF JACKSONVILLE (COJ) NORTHBANK BULKHEAD REPLACEMENT ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer responsible for coordinating the geotechnical exploration to replace the existing bulkhead along the northern bank of the St. Johns River in downtown Jacksonville extending between the Fuller Warren Bridge and Liberty Street. The project included constructing a new bulkhead wall in front of the existing bulkhead and installing anchors thru the existing bulkhead. Scope of Work included land and waterside SPT borings, rock coring, laboratory testing, and engineering analysis for the design and construction of the new bulkhead and anchors.

CITY OF JACKSONVILLE (COJ) SIDEWALKS AND PEDESTRIAN IMPROVEMENTS ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Project Manager, services for projects under this contract consist of geotechnical exploration and engineering analysis for tasks such as new sidewalks, drainage improvements, culvert extensions and replacement, and retaining walls. The geotechnical exploration included mobilizing our truck-mounted drill rig to city roads and highways. Following subsurface exploration, laboratory testing, and geotechnical engineering analysis, we provided geotechnical recommendations and site preparation recommendations. These recommendations included clearing and stripping, temporary groundwater control, soil parameters for culver design, excavation protection, and structural backfill for compaction of structural backfill.

LONNIE MILLER SR. REGIONAL PARK STRUCTURES & PEDESTRIAN TRAIL ♦ CITY OF JACKSONVILLE, FLORIDA

Geotechnical Engineer for park improvements proposed to include multiple new courts, multi-use fields, playgrounds, pavilions, new parking areas, elevated boardwalks, restroom, and concession facilities, 2-story concrete scorer's building and 2,700 LF of asphalt surfaced pedestrian trail. Geotechnical explorations were performed. Reporting was presented with design recommendations for shallow foundations, groundwater control and underdrain recommendations for field areas along with construction of asphalt pavement base and structural courses for the trail system. Site preparation and earthwork recommendations included clearing and stripping, removal and replacement of deleterious soils/debris encountered, temporary groundwater control, and placement/compaction of fill and backfill soils.

REPRESENTATIVE PROJECTS-1
Shadowcrest at Rolling Hills Community Development District
Phases 3B and 3C, Green Cove Springs, Florida

Project Owner's Information
Project Owner

Rolling Hills Community Development
District

Point of Contact

Marilee Giles

Contact No.

(904) 940-5850 x 412

Community Development District (CDD) constructed by bond issuance infrastructure to support a 247-lot single-family platted phase of the community. Mr. Schofield is the acting District Engineer for this part of the project and is also the Engineer of Record.

This project required coordination with the primary CDD engineer to coordinate ongoing construction of a prior phase of the project Shadow Crest, being adjacent to Rolling Hills. Construction ran concurrently so both Engineer's attended each monthly board meeting to give updates on each respective project. The prior phase included construction of a lift station to receive effluent from both projects.

Mr. Schofield assisted the CDD to secure electrical and landscape maintenance easements. He also reviewed all contractor, vendor, and supplier invoice and pay requests to ensure proper use of the bond funds. Scope included cost estimating and writing the Engineer's Report for the Shadow Crest phase of the district full planned build-out.

REPRESENTATIVE PROJECTS-2**Reverie at Palm Cost Subdivision**
Palm Coast, Florida**Project Owner's Information****Project Owner**

Sunbelt Land Management

Point of Contact

Ken Belshe

Contact No.

(386) 986-2411

Alliant is the Engineer of Record for complete design and permitting of 421 home Community Development District residential subdivision. Provided all aspects of oversight and design. Provided Certified Engineer's Report including cost estimating for the CDD.

REPRESENTATIVE PROJECTS-3

Westside Sewer Improvements, Phase 1 City of Bunnell, Florida



Project Owner's Information

Project Owner
City of Bunnell

Point of Contact
Dustin Vost, Infrastructure Director

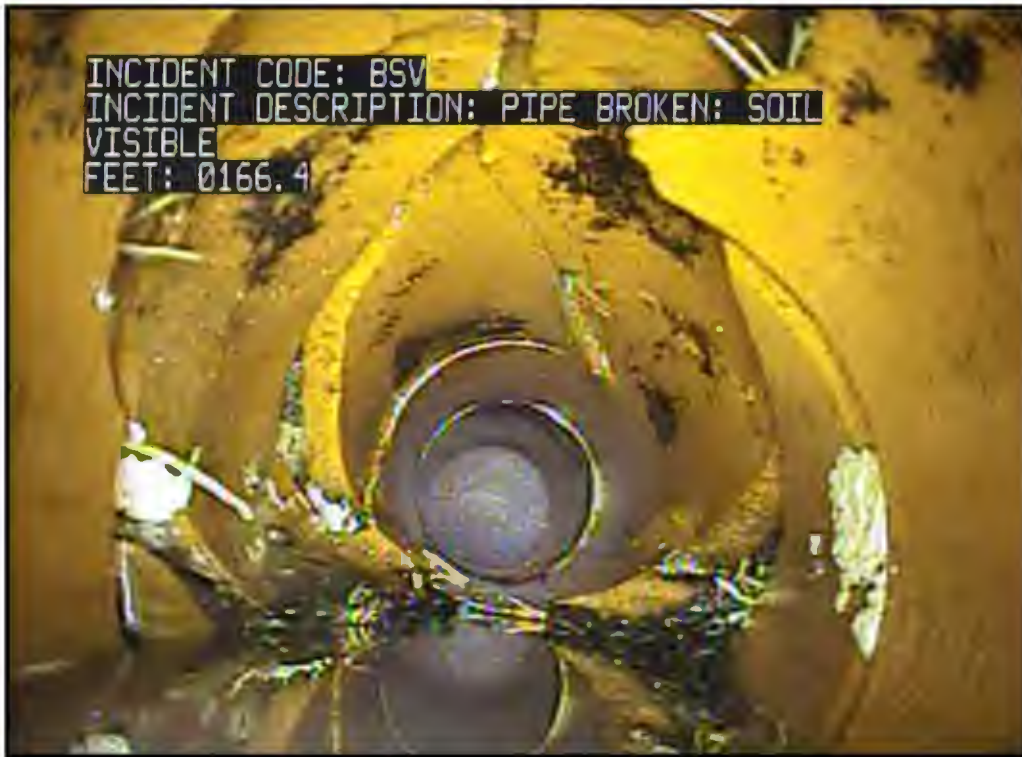
Contact No.
(386) 437-7515

Alliant prepared and submitted a St. Johns River Water Management District (SJRWMD) REDI Grant Application on behalf of the city. The application was ranked #1 by the SJRWMD. The project consisted of sanitary sewer CIPP lining, lift station upgrades, and regional storm sewer and swale improvements to address ongoing flooding issues in the Dean Road neighborhood.

REPRESENTATIVE PROJECTS-4
City of Bunnell Slip Lining Rehabilitation

City of Bunnell, Florida

Alliant completed and submitted a SJRWMD REDI Grant Application on behalf of the City of Bunnell, FL. The project was funded by the SJRWMD and City funds, Alliant performed a 1.1-mile route survey along SR 100 (Moody Blvd.) in the City from Grand Reserve Parkway to North Palmetto Street. This required deed research for all adjacent properties along the route including FDOT right-of-way. Alliant also designed and prepared bid documents for a reclaimed water main.


Project Owner's Information
Project Owner

City of Bunnell

Point of Contact

Dustin Vost, Infrastructure Director

Contact No.

(386) 437-7515

Firms Involved with This Project
Firm Name

Alliant Engineering, Inc.

Alliant Florida, Inc.

Firm Location

Jacksonville, Florida

Jacksonville, Florida

Role

Project Engineer

Land Surveyor

REPRESENTATIVE PROJECTS-5
Sweetgrass Apartments, Phase 1, Enhanced Landscape

St. Mary's, Georgia


Project Owner's Information
Project Owner

Sweetgrass Acquisition, LLC

Point of Contact

Ron Buckley

Contact No.

(904) 247-5334

Sweetgrass is a 150-acre master planned development located in St. Mary's GA for Tierra Linda Development, LLC. Sweetgrass is comprised of 312 class A multi-family units, 194 townhomes, 143 single family homes and 212,600 SF of commercial space. Working in collaboration with the client, architect, and interior designer, the Sweetgrass project will be home to approximately 650 families in walkable, mixed-use neighborhoods that provide not only housing but places for working, shopping, recreation, and civic engagement. The team's services included project management for the enhanced landscape design, irrigation, neighborhood clubhouse, and amenity area which included the clubhouse pool deck, shade structures, outdoor kitchen, landscape architecture, hardscape, site electrical engineering (managed sub), mail kiosk, design of the neighborhood entry monument, security gate, dog park and all site civil

Firms Involved with This Project
Firm Name

Alliant Engineering, Inc.

Alliant Florida, Inc.

Firm Location

Jacksonville, Florida

Jacksonville, Florida

Role

Project Engineer

Land Surveyor

REPRESENTATIVE PROJECTS-6
Trout Creek Community Development District
St. Johns County, Florida

Project Owner's Information
Project Owner

Trout Creek Community Development
District

Point of Contact

Melissa Dobbins

Contact No.

(904) 436-6240

ECS Florida, LLC completed an Arboriculture Assessment for the landscape and tree decline predominantly live oaks with a few magnolias. ECS understood the trees started to decline approximately two years after they were planted. The scope of work included assessing the current condition of landscaping trees along Shearwater Parkway to determine whether conditions required removal and recommend an appropriate course of action for remediation. Investigative methods used were visual inspection of roots and tree, soil pH and nutrient analysis, root excavation, general leaf density analysis, irrigation water pH testing and bulk density testing of the soil.

Firms Involved with This Project
Firm Name

ECS Florida, LLC

Firm Location

Jacksonville, Florida

Role

Environmental

REPRESENTATIVE PROJECTS-7
Tapestry Westland Village
Jacksonville, Florida

Project Owner's Information

Project Owner	Point of Contact	Contact No.
Arlington Properties	Trey Barnes	(205) 397-6834

This property is a 28-acre luxe apartment community located in Jacksonville, FL at the intersection of Collins Road and Plantation Bay Drive. This project included performing a geotechnical exploration, laboratory testing program, and engineering analysis to assist the design team with the design of twelve 3-story residential buildings, a single-story clubhouse, lift station, pool, and dog park. Our analysis included providing recommendations for the construction of shallow foundations and a wet well structure.

Borings: 16 SPT, 16 Hand Augers

Total Feet: 533 LF (9 SPT to 30 feet, 4 SPT to 20 feet, 1 SPT to 25 feet, 5' sampling intervals) (16, 6-foot hand augers, 1 foot sampling intervals).

Samples: 223

Firms Involved with This Project

Firm Name	Firm Location	Role
ECS Florida, LLC	Jacksonville, Florida	Environmental

**KEY PERSONNEL PARTICIPATION ON PROJECT**

Names of Key Personnel	Role in This Contract	Involvement in Example Projects						
		1	2	3	4	5	6	7
Jeff Sprouse, PE	Project Manager	X		X	X		X	
Andrew Mansen, PE	Assistant Project Manager	X		X	X		X	
Joseph Schofield, PE	Senior Civil Engineer	X		X	X			
Adam Oeastman, PE	Production Manager		X					
David Schmidt	Director of Landscape Architecture					X		
Joe Brinson, PWS	Professional Wetland Scientist						X	
Brett Harbison, PE	Director of Transportation & Geotechnical Services							X

Example Project Key

Number	Title of Project	Number	Title of Project
1	Shadow Crest at Rolling Hills CDD (Ph. 3B & C)	6	Trout Creek Community Development District
2	Spring Lake Subdivision	7	Tapestry Westland Village
3	Bunnell Westside Sewer Improvements	8	
4	Bunnell Slip Lining Rehabilitation	9	
5	Sweetgrass Apartments, Ph. I Enhanced LS	10	

ADDITIONAL INFORMATION**FIRM LICENSURE AND PREQUALIFICATIONS**

Alliant is licensed to perform professional engineering in the state of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found in Appendix A.

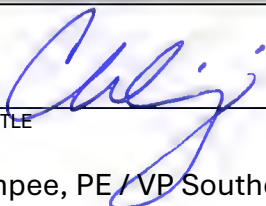
No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTHER TECHNICAL SKILLS REFERENCE

- ▶ 6.1 – Traffic Engineering Studies
- ▶ 6.2 – Traffic Signal Timing
- ▶ 6.3.1 – Intelligent Transportation Systems Analysis and Design
- ▶ 6.3.2 – Intelligent Transportation Systems Implementation
- ▶ 6.3.3 – Intelligent Transportation Traffic Engineering Systems Communications
- ▶ 7.3 – Signalization
- ▶ 8.1 – Control Survey
- ▶ 8.2 – Design, Right-of-Way, and Construction Surveying
- ▶ 8.4 – Right-of-Way Mapping

AUTHORIZED REPRESENTATIVE

SIGNATURE



DATE

April 28, 2025

NAME AND TITLE

Curt Wimpee, PE / VP Southeast Region

ADDITIONAL INFORMATION

To full address the criteria requested in the RFQ, we offer the following additional information. This further demonstrates Alliant Engineering's expertise and capabilities to perform all work that is anticipated under contract as the District Engineer.

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Alliant Engineering, Inc. (Alliant) offers professional design and project management services in municipal infrastructure, land development, transportation, traffic engineering, design-build, structural, landscape architecture, and surveying. Alliant's backbone is a professionally diverse group of talented professionals dedicated to providing quality design, management, and construction services. Established in 1995, Alliant has provided 29 years of professional engineering services to a broad range of public and private clients. Our collaborative team approach and integrated management style allows us to efficiently complete projects while providing a high level of quality. We bring value to our clients by combining unmatched civil engineering, expertise, and innovation.

In addition to being highly qualified for this work, we have intricate knowledge of the infrastructure challenges within smaller communities. Our key staff for this project team are experts in their disciplines and well suited to provide the continuing engineering services required of your District Engineer.

At the program level, we have the following critical roles:

- ▶ **Project** – Responsible for building project teams tailored to meet project goals, provide ongoing project oversight, and be the primary point of contact for the district. Jeff Sprouse, PE was selected to be Project Manager because in addition to having 28 years in the industry, he understands how to make CDD projects successful. As Project Manager, Jeff will be handling the district meetings and managing the construction/engineering services.
- ▶ Jeff will also ensure all team members are trained in the Alliant Quality Management Process and verifying that quality processes are followed on individual projects.
- ▶ **Assistant Project Manager** – Responsible for identifying team members for individual work orders and ensuring uniformity in format and standards between projects. This individual is also an expert technical resource for project teams.

Our team is organized to execute work orders quickly and ensure quality and timely delivery.



Project Manager

Jeff Sprouse, PE



Assistant Project Manager

Andrew Mansen, PE

ADDITIONAL INFORMATION

CERTIFIED MBE

Alliant's teaming partner **Meskel & Associates Engineering (MAE)** is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

WILLINGNESS AND ABILITY TO MEET TIME AND BUDGET REQUIREMENTS

At Alliant, we take pride in delivering complex projects on difficult timelines. This can only be accomplished through great project management and a sound project approach. Open, honest, and timely communication with the District, stakeholders, and potential subconsultants is the key to project success.

We will facilitate all formal reviews in an organized and timely manner to keep the project moving forward. We will also conduct progress meetings to efficiently provide updates and to discuss design issues that are crucial to the schedule for both the district and the project team. Our Quality Management Plan (QMP) will be revised to be specific to each project and will be followed throughout the design.

For a project to be efficient, not only does the engineering and project management need to be effective, understanding the permitting agencies and maintaining those key relationships is a necessity. Alliant has performed a multitude of projects and has both the expertise of dealing with the appropriate permitting agencies as well as maintaining those relationships needed to be efficient with complex projects. Alliant has developed relationships over the years with subconsultants as well as contractors. We have the expertise and knowledge to develop designs to help minimize cost to our clients during construction. This can be done because of our knowledge of building systems and construction techniques. Anticipation of construction techniques and communication with contractors during design are key elements to an effective cost savings project approach.

COMMUNICATION WITH THE DISTRICT

Fast-tracked projects require intense and continuous communication and collaboration with the district and their oversight team. Alliant will establish a draft meeting schedule for discussion at the kickoff meetings. We envision three levels of meetings: Design Review, Over-the-Shoulder Review and Progress Meetings.


INTEGRITY

COLLABORATION

EXCELLENCE

DESIGN REVIEW

Alliant's teaming partner Meskel & Associates Engineering (MAE) is a certified Women owned DBE and JSEB based in Jacksonville, FL with additional office in Lake City and Tampa. They specialize in geotechnical engineering, drilling, and laboratory testing services. MAE's certifications are included at the end of this form.

OTSR

OTSRs will be scheduled in between the major milestones. These informal design reviews will allow the district to be kept abreast of and have input into the design as it is progressing. The intent of these meetings is to present "in-progress" plans to the district to discuss specific issues where decisions are required that may impact schedule. OTSRs may also include key stakeholders as appropriate. It is envisioned that most OTSR meetings would be face-to-face.

PROGRESS MEETINGS

We will use frequent progress meetings to keep the district's team fully informed and involved in all aspects of the project. These meetings serve as a forum to address issues, hot topics, and identify action items that need to take place. The meetings can also serve as mini "over-the-shoulder" design review for portions of the project to get instant feedback from the district regarding any issues. We consider these meetings to provide collaboration on the fly" and use them to present all key components of the design prior to the actual submittal. This approach ensures that the district is part of the decision making, reducing the risk of surprises and potential rework.

Most meetings will include an agenda, meeting minutes, and action item log. The minutes and action item log can be shared internally with Alliant's team, and with the district staff to inform people not at the meeting of decisions and action items that were identified.

In addition to regularly schedule meetings, we will establish the systems and protocols for easy sharing of electronic files to assist with design collaboration and review.





ADDITIONAL INFORMATION

RECENT, CURRENT, AND PROJECTED WORKLOADS

Alliant is dedicated to client satisfaction which means we must honor schedule commitments. To that end, we regularly assess our workload and plan for growth by keeping our staff level above our immediate needs. This enables us to keep quality and responsiveness at the highest level. **Jeff Sprouse, PE** can allocate the support staff and resources to easily meet any schedule. A project schedule will be developed at the onset of each opportunity received from the district. That schedule will be developed by working in concert with the major stakeholders. The appropriate Alliant team members will then be assigned responsibilities and deadlines to produce deliverables. We will work with district staff for a full understanding of the scope and expectations so we can provide a service that exceeds expectations.

Alliant project managers meet each week to discuss current workload and staffing needs. We maintain a high-level project design schedule that tracks the expected level of project commitments per month compared to the available staffing. At our project manager meetings, we discuss project specific needs and upcoming deadlines to determine if the current staffing is appropriate or if changes will be required to ensure that schedules are met.

Exhibit 2 below illustrates the estimated time allotment that each of the key members can contribute now. These percentages will fluctuate from week to week based on external influences, but resources will be concentrated when needed to complete specific tasks or address project needs as critical items dictate.

CONSULTANT'S PAST EXPERIENCE AND PERFORMANCE

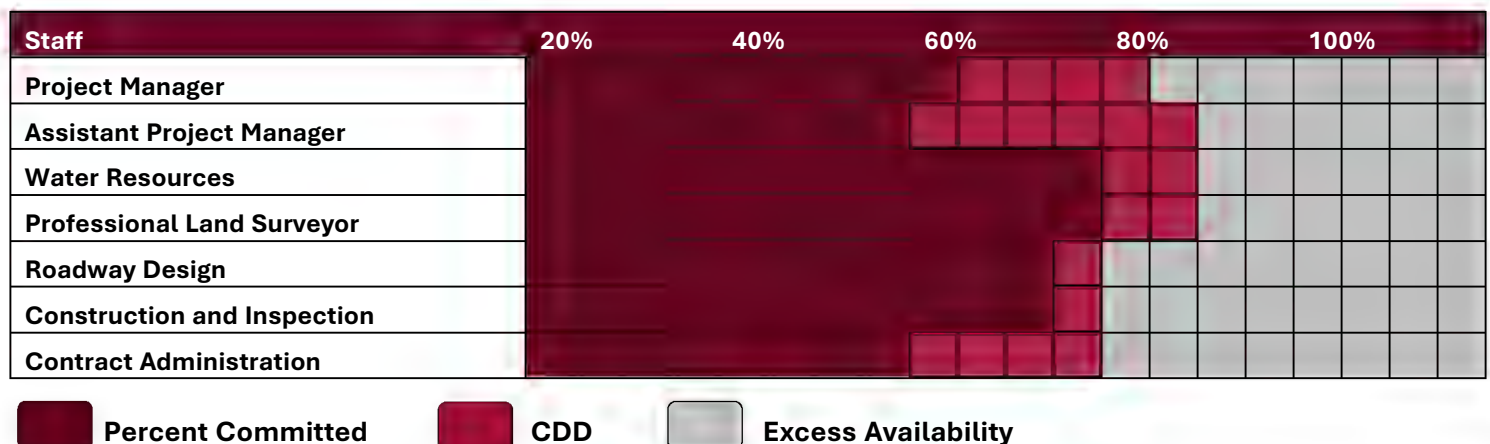
The Alliant team has the experience and expertise required to provide high quality professional services to the district. We would be honored and excited to work with you on future projects as we have with several municipalities in the past including the following:

Alliant has been serving the southeast region from our Jacksonville, Florida office since 2015. During that time, we have partnered with cities throughout Florida to address civil engineering needs through on-going contracts. Curt Wimpée, PE is Alliant's Southeast Regional Manager with over 26 years of experience.

In 2017, Alliant was selected to provide city wide civil engineering services for the City of Bunnell, FL. From the onset of services, Alliant has worked with the city to obtain over 2.5 million dollars in grant funding to develop their reclaim watermain infrastructure, alleviate stormwater flooding in low lying areas and cast in place (CIPP) lining of their gravity sewer infrastructure. Alliant has worked diligently to provide excellent service to the City's staff during the design and construction administration of these projects. These efforts have earned trust and confidence leading to the City's election as their City Engineer and City Surveyor respectively. We continue to consult with the city on a daily / weekly basis to support their ongoing engineering and surveying needs.

That same year, Alliant was selected to provide Professional Engineering Services to St. Johns County, FL. Alliant is currently working with staff to target their specific project needs.

Exhibit 2 – Projected Schedule



**ADDITIONAL INFORMATION**

In 2018, Alliant was selected to provide city wide engineering services for the City of Flagler Beach, FL. Alliant assisted the City of Flagler Beach in receiving 1million dollars of grant funding to provide CIPP lining for over seven miles of their gravity sewer infrastructure. Alliant continues to provide these services and will show through this proposal that we work hard to exceed expectations in everything we do.

In 2020, Alliant was selected to provide professional engineering services to the City of Atlantic Beach, FL. Alliant worked with the Public Works Director to evaluate their existing maintenance building and provided recommendations and associated costs to the City Commission for either repair or replacement.

In 2023, Alliant was selected to provide general engineering services to the Tison's Landing Community Development District.

In 2024, Alliant was selected for the Ridgewood Trails, Oakleaf Town Center, Bartram Park, and the Trails Community Development Districts.

In 2025, Alliant was selected for the CrossCreek Community Development District. Alliant is thrilled to facilitate expansion of our clients into the Community Development Districts.

VOLUME OF WOR PREVIOUSLY AWARDED TO CONSULTANT BY THE DISTRICT:

Alliant Engineering, Inc. has not previously performed work for the district.

TECHNICAL EXPERIENCE – IN ADDITION TO THE REQUESTED SERVICES IN THE RFQ, ALLIANT ALSO PROVIDE THE FOLLOWING SERVICES:**Land Planning:**

Land planning begins with our ability to understand the big picture. Our goal is to be respectful stewards of our environment, achieve the highest and best use of the land and position it for the best return on investment. Developing a client's vision for the spatial use of a site is a passion for us. We understand that planning determines the return on eventstment through efficient allocation of programming, presentation of features, and quality circulaiton. We bring experience and knowledge of navigating land use codes, writing land development guidelines and creating sustaining thriving communities.

Our Land Planning Services Include:

- ▶ Site Feasibility Studies
- ▶ Field Investigation & Due Diligence
- ▶ Highest & Best Use Master Planning
- ▶ Park Planning
- ▶ Urban Planning
- ▶ Mixed-Use Town Centers
- ▶ Waterfront Projects

Landscape Architecture:

A particular fusion happens during landscape design. In every detail from the sense of arrival to each major gathering space and every transition in between, our passion for creating unique and engaging outdoor environments brings personality to every project.

Our Landscape Architecture Services Include:

- ▶ Tree Preservation & Mitigation Plan Preparation
- ▶ Landscape Code Minimum Plans
- ▶ Community Garden Design
- ▶ Hardscape Design
- ▶ Swimming Pool & Water Park Design
- ▶ Night Lighting Design
- ▶ Neighborhood Amenities
- ▶ Entry Monuments
- ▶ Parks
- ▶ Neighborhood Trails
- ▶ Streetscape Design
- ▶ Water Feature Design
- ▶ Planting
- ▶ Irrigation Design

Land Surveying:

Alliant is committed to providing accurate information expediently, whether it is a next-day service construction staking or producing a final plat though the public approval process. We provide a full range of surveying services for our clients in both the public and private sectors. Surveying is often one of the first requirements of a project and it is usually one of the last services at project completion.

We ensure accurate and agile land survey services for all projects.

Our Land Surveying Services Include:

- **Boundary Surveys**
 - ALTA/NSPS Land Title Surveys
 - Certificate of Survey
- **Topographic Surveys**
 - Design Locations/Existing Conditions Survey
 - Hydrographic Survey
 - Underground Survey (Utilities, Areaways)
- **Record Surveys**
 - Subdivision (Plat, RLS, CIC, Right-of-Way Plat)
 - Memorial Plat
- **Construction Surveys**
 - Establish Horizontal and Vertical Site Control
 - Staking horizontal and Vertical Site Control
 - Volume Measurements

ADDITIONAL INFORMATION

CONSTRUCTION ADMINISTRATION:



Alliant Engineering offers Construction Administration services to developers and municipalities through the construction phase of projects we design. During this phase our team will coordinate with contractors and consultants to monitor and review the progress of construction.

Construction Administration Services

- ▶ Consultant Coordination and Project Management
- ▶ Client Representation
- ▶ Submittal Package Review
- ▶ Construction Phase Permitting
- ▶ Change Order Review and Approval

Graphic Design

Representing the identity of a project is essential to many aspects, from marking collateral to identity monument signs and wayfinding directional signage. Our graphics department excels in color artistry, marketing presentations, and community sign design with the intent to ensure the best delivery of every message to its audience.

Graphic Design Services

- ▶ Project Icons & Logos
- ▶ Neighborhood Identity Signs
- ▶ Exterior Signage
- ▶ Street & Public Signage
- ▶ Wayfinding Signage
- ▶ Promotional & Marketing Products
- ▶ Perspective Renderings

TRAFFIC:

Alliant is sought after for delivery of large scale, complex transportation projects. Our team is dedicated to improving safety and mobility for the traveling public whether on foot, bike, bus, or in a motor vehicle. Our experienced and diverse traffic engineering team allows us the ability to provide a wide range of services to public and private sector clients. We have the depth and staff resources to manage a deep workload and provide the best service, responsiveness, and quality product every agency deserves. These contracts span many service areas for clients similar to the CDD.

Traffic Services

- ▶ Traffic Design
- ▶ Traffic Sign Interconnect
- ▶ ITS
- ▶ Traffic Modeling
- ▶ Traffic Impact Studies
- ▶ Intersection Corridor Network Operations
- ▶ Traffic Signal Design
- ▶ Transportation and Traffic Studies
- ▶ Traffic Signal Timing and Arterial Analysis
- ▶ Traffic Signals and Foundations
- ▶ Traffic Counting

References

Flagler Beach

Dave Taylor

☎ (386) 986-7158

✉ dtaylor@cityof
flaglerbeach.com

City of Palm Coast

Stephen Flanagan

☎ (386) 986-2354

✉ SFlanagan@palmcoastgov.com

City of Atlantic Beach

Scott Williams

☎ (904) 247-5834

✉ swilliams@coab.us

City of Bloomington, MN

Kirk Roberts

☎ (952) 563-4914

✉ roberts@bloomingtonmn.gov



ADDITIONAL INFORMATION

FIRM LICENSURE AND PREQUALIFICATIONS:

Alliant is licensed to perform professional engineering and landscape architecture in the State of Florida and is certified with the Florida Department of State as an S-Corporation. A copy of the firm's licenses and key staff licenses can be found at in Appendix A.

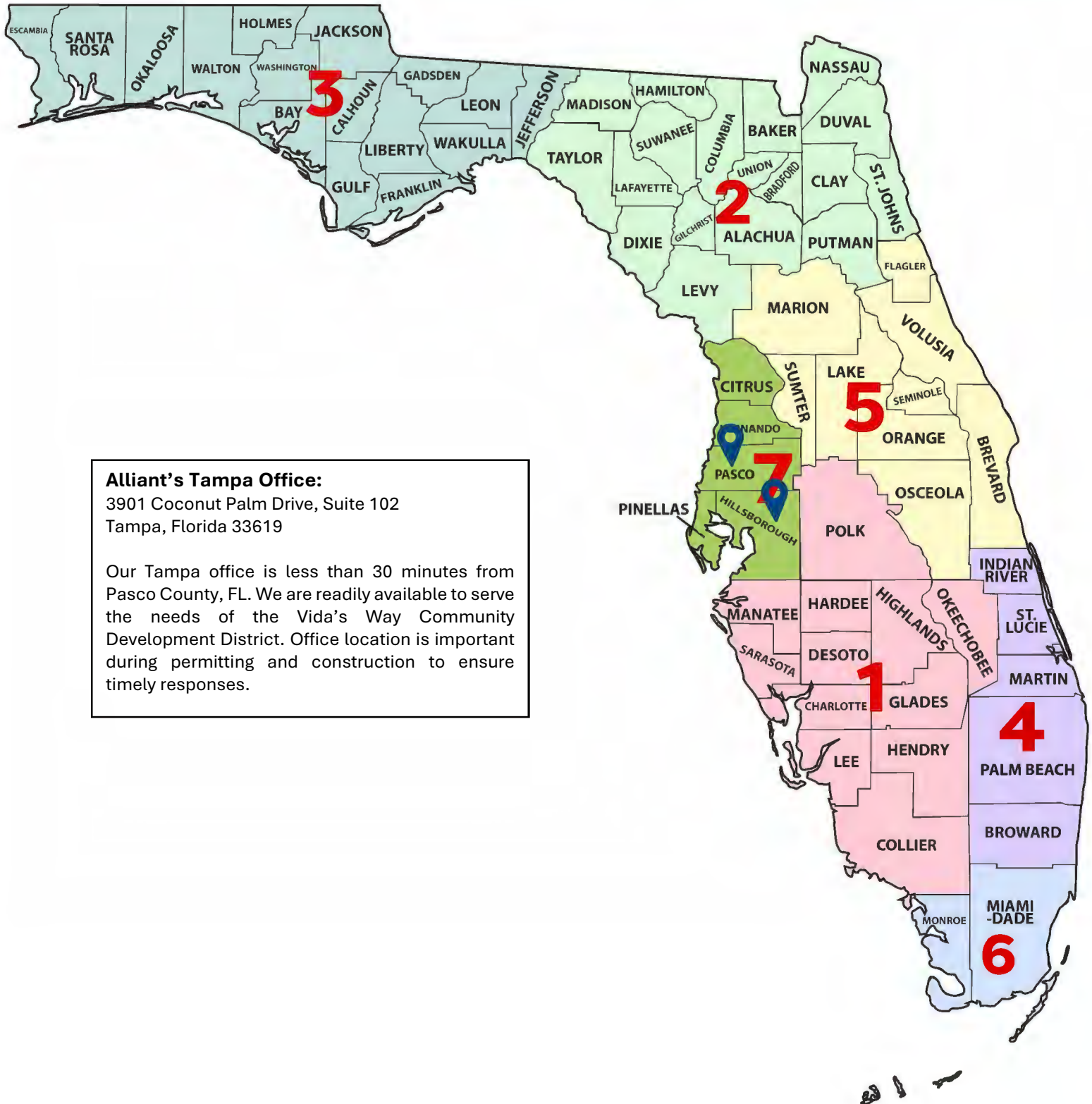
No judicial or administrative agency or qualification board has ever investigated Alliant or any of its employees. Neither Alliant nor any Alliant employee, including its engineers has ever received prior adverse decision or settlement relating to a violation of ethical standards.

OTSR

- | | |
|-------|---|
| 6.1 | Traffic Engineering Studies |
| 6.2 | Traffic Signal Timing |
| 6.3.1 | Intelligent Transportation Systems Analysis & Design |
| 6.3.2 | Intelligent Transportation Systems Implementation |
| 6.3.3 | Intelligent Transportation Traffic Engineering Systems Communications |
| 7.3 | Signalization |
| 8.1 | Control Surveying |
| 8.2 | Design, Right-of-Way, and Construction Surveying |
| 8.3 | Right of Way Mapping |

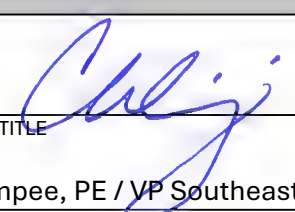


LOCATION MAP





GENERAL QUALIFICATIONS

Alliant Engineering, Inc.				YEAR ESTABLISHED 1995		YEAR ESTABLISHED 41-1818046	
3901 Coconut Palm Drive, Suite 102				OWNERSHIP			
Tampa, Florida 33619				TYPE Corporation			
Jeff Sprouse, PE, Project Manager				SMALL BUSINESS STATUS N/A			
(813) 954-4337		jsprouse@alliant-inc.com		NAME OF FIRM Alliant Engineering, Inc.			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	18	3	E10	Environmental & Natural Resource Map	4	
08	CAD Technician	7	1	H07	Highways	8	
12	Civil Engineer	55	9	H11	Housing	7	
15	Construction Inspection	5	0	104	ITS	4	
16	Construction Manager	1	0	L03	Landscape Architecture	6	
23	Environmental Scientist	2	0	P05	Planning	5	
38	Land Surveyor	13	0	S09	Structural Design	4	
39	Landscape Architect	6	2	S10	Surveying	7	
47	Planner	2	0	T03	Traffic & Transportation Engineering	7	
57	Structural Engineer	2	0				
60	Transportation Engineer	61	1				
62	Water Resources Engineer	3	0				
TOTAL:		175	16				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 					DATE April 28, 2025		
NAME AND TITLE Curt Wimpee, PE / VP Southeast Region							



Alliant Florida, Inc.					YEAR ESTABLISHED 2019		YEAR ESTABLISHED 83-2802440	
3901 Coconut Palm Drive, Suite 102					OWNERSHIP			
Tampa, Florida 33619					TYPE			
Clayton Walley, Vice President Florida Land Survey					SMALL BUSINESS STATUS N/A			
(904) 900-3507		cwalley@alliant-inc.com			NAME OF FIRM			
EMPLOYEES BY DISCIPLINE					PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number		
		Firm	Branch					
08	CAD Technician	5	S10	S10	Surveying	6		
38	Land Surveyor	21						
		TOTAL:	26					
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER				
a. Federal Work	1	1. Less than \$100,000		6. \$2 million to less than \$5 million				
b. Non-Federal Work	6	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million				
c. Total Work	6	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million				
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million				
		5. \$1 million to less than \$2 million		10. \$50 million or greater				
AUTHORIZED REPRESENTATIVE								
SIGNATURE						DATE		
						April 28, 2025		
NAME AND TITLE								
Curt Wimpee, PE / VP Southeast Region								



GENERAL QUALIFICATIONS

Meskel & Associates Engineering, PLLC				YEAR ESTABLISHED 2008		YEAR ESTABLISHED DVZYP4E9Q3L8	
2202 N. West Shore Blvd., Suite 200				OWNERSHIP			
Tampa, Florida 33607				TYPE S-Corporation			
Antoinette D. Meskel, PE, President, Principal Engineer				SMALL BUSINESS STATUS WOSB, SB, DBE: NAICS 541330, 541380, 541920			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	6		E02	Education Facilities, Classrooms	0.5	
08	CAD Technician	1		E09	Environmental Impact Studies & Assessments	0.5	
15	Construction Inspector	5		E12	Environmental Remediation	0.5	
27/55	Foundation/Geotechnical Engineer	7		E13	Environmental Testing & Analysis	0.5	
30	Geologist	1		H07	Highways, Streets, Airfield Paving, & Parking Lots	3	
48	Project Engineers	5		O01	Office Buildings & Industrial Parks	0.5	
58	Technician/Analyst	6		P12	Power Generation, Transmission, & Distribution	0.5	
	Engineering Intern	2		R04	Recreation Facilities (Parks, Marinas, Etc.)	1.5	
	Drillers	8		S04	Sewage Collection, Treatment & Disposal	1	
				S05	Soils, Geotechnical Studies, & Foundations	4	
				S07	Solid Wastes, Incineration, Landfill	1	
				T02	Testing & Inspection Services	3	
				W02	Water Resources, Hydrology, Ground Water	1	
				W03	Water Supply, Treatment & Distribution	2	
		TOTAL: 41					
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	4	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	7	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	7	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 						DATE April 28, 2025	
NAME AND TITLE Antoinette D. Meskel, PE, President, Principal Engineer							



GENERAL QUALIFICATIONS

ECS Florida, LLC				YEAR ESTABLISHED 2017		YEAR ESTABLISHED MNVJKQ85HFG3	
4524 N. 56th Street				OWNERSHIP			
Tampa, Florida 33610				TYPE Limited Liability Company			
Rey Ruiz, PE, SI – Branch Manager				SMALL BUSINESS STATUS N/A			
(904) 519-6990		tina@meskelengineering.com		NAME OF FIRM ECS Florida, LLC			
EMPLOYEES BY DISCIPLINE				PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS			
Function Code	Discipline	Number of Employees		Profile Code	Experience	Revenue Index Number	
		Firm	Branch				
02	Administrative	33	6	H11	Housing (Residential, Multi-Family, Apts., Condos)	8	
06	Architect	2		H07	Highways, Streets, Airfield Paving, Parking Lots	7	
08	CAD Technician	1		E09	Environmental Impact Studies, Assessments	7	
	Construction Materials Manager	10	3	T02	Testing & Inspection Services	6	
	Drillers	29	10	C10	Commercial Buildings (low rise), Shopping Centers	6	
24	Environmental Scientist	19	4	W01	Warehouses & Depots	5	
	Environmental Technician	2		S05	Soils & Geologic Studies, Foundations	4	
	Field Technicians	94	17	H10	Hotels, Motels	4	
30	Geologist	6	2	O01	Office Buildings, Industrial Parks	4	
	Hydrologist			I01	Industrial Buildings, Manufacturing Plants	4	
36	Industrial Hygiene			E02	Schools & Universities	4	
	Lab Technician	14	4	A06	Airports, Terminals & Hangers, Freight Handling	4	
	Professional Engineer	25	6	H09	Hospitals & Medical Facilities	4	
48	Project Manager	59	25	P02	Petroleum & Fuel (Storage & Distribution)	3	
	Soils Engineer			R02	Recreation Facilities (Parks, Marinas, Etc.)	3	
				D07	Dining Halls, Clubs, Restaurants	3	
				E12	Environmental Remediation	3	
				S13	Stormwater Handling & Facilities	3	
				H06	Highrise, Air-Rights-Type Buildings	3	
				W03	Water Supply, Treatment & Distribution	3	
TOTAL:		294	77				
ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number as shown at right)				PROFESSIONAL SERVICES REVENUE INDEX NUMBER			
a. Federal Work	3	1. Less than \$100,000		6. \$2 million to less than \$5 million			
b. Non-Federal Work	9	2. \$100,000 to less than \$250,000		7. \$5 million to less than \$10 million			
c. Total Work	9	3. \$250,000 to less than \$500,000		8. \$10 million to less than \$25 million			
		4. \$500,000 to less than \$1 million		9. \$25 million to less than \$50 million			
		5. \$1 million to less than \$2 million		10. \$50 million or greater			
AUTHORIZED REPRESENTATIVE							
SIGNATURE 					DATE April 28, 2025		
NAME AND TITLE Joey Broussard, PE – Subsidiary Regional Vice President							

APPENDIX A

CERTIFICATIONS AND LICENSES

ALLIANT ENGINEERING, INC.

April 28, 2025



ALLIANT



CERTIFICATIONS AND LICENSES

State of Florida

Woman Business Certification

Meskel & Associates Engineering, PLLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:

05/04/2023



05/04/2025

J. Todd Inman

Florida Department of Management Services

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
● ● ● SUPPLIER DIVERSITY



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

CERTIFICATIONS AND LICENSES



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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



LANDING, DAVID REED
3072 GOLDEN POND BLVD
ORANGE PARK FL 32073

LICENSE NUMBER: PE30483

EXPIRATION DATE: FEBRUARY 28, 2025
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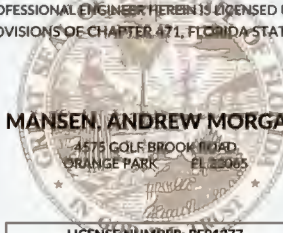
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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



MANSEN, ANDREW MORGAN
4575 GOLF BROOK ROAD
ORANGE PARK FL 32065

LICENSE NUMBER: PE1277

EXPIRATION DATE: FEBRUARY 28, 2027
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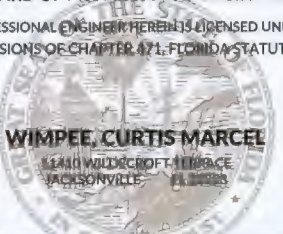
Ron DeSantis, Governor

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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WIMPEE, CURTIS MARCEL
11410 WILDCROFT TERRACE
JACKSONVILLE FL 32256

LICENSE NUMBER: PE29764

EXPIRATION DATE: FEBRUARY 28, 2025
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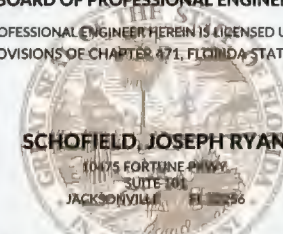
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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



SCHOFIELD, JOSEPH RYAN
10475 FORTUNE HWY
SUITE 101
JACKSONVILLE FL 32256

LICENSE NUMBER: PE69219

EXPIRATION DATE: FEBRUARY 28, 2025
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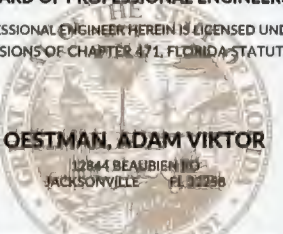
Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

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OESTMAN, ADAM VIKTOR
12844 BEAUBIEN RD
JACKSONVILLE FL 32238

LICENSE NUMBER: PE38440

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VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

7CII

Vida's Way

Community Development District Response
to RFQ for Engineering Services

April 28th, 2025

Prepared By:





April 28th, 2025

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

**Re: Proposal for Engineering Services
Response to RFQ Published
Vida's Way Community Development District**

Dear Ms. Gillyard:

Clearview Land Design is pleased to present qualifications and credentials to provide professional engineering services for the Vida's Way Community Development District.

Attached please find eight (8) copies of Standard Form 330 for your consideration.

We are confident our proposal will demonstrate the experience of Clearview Land Design's project team. Our team offers extensive experience with large scale master planned communities and has a history of working with over 20 Community Development Districts. We offer a combined 100+ years of planning, designing, inspecting and managing large scale master planned communities.

We will provide the ideal combination of technical capabilities, enthusiasm, and dedication necessary to meet the needs of the Community Development District.

Should you have any questions or need any additional information, please do not hesitate to contact me at (813) 223-3919.

Sincerely,

CLEARVIEW LAND DESIGN P.L.



Toxey Hall, P.E.
District Engineer

cc: File w/attachments

a b o u t o u r c o m p a n y

Clearview Land Design is a multi-disciplinary consulting firm focusing on land planning, civil engineering, landscape architecture and environmental services. The leadership group has vast experience in design, permitting, project management, and construction phase services for master-planned communities, roadways, and infrastructure associated with residential, commercial and mixed-use projects.

Beyond our unmatched expertise, Clearview offers personal attention to the unique synergies that are only achieved by decades-long relationships within the company and with agency staff. Clearview helps clients avoid time-consuming problems and can provide quick solutions when they are confronted with unavoidable challenges.

Clearview's proven team is dedicated to delivering solutions that are designed to be both functional and cost effective. By combining engineers, designers and planners under one roof, Clearview is able to streamline the design and development process and keep projects on schedule with a proactive approach with permitting agencies to expeditiously obtain required engineering permits for stormwater, utilities, and roadway design packages.

Our approach to projects couples our multi-discipline knowledge with years of permitting and development experience, to provide realistic and achievable time lines and budgets, ensuring that our Client's goals and expectations are met.

Our staff is committed to allocate necessary resources and personnel to deliver services in a timely manner. Clearview project managers meet regularly to evaluate production resources, milestone target dates, design and submittal schedules, and project status.

We offer:

- Understanding District goals, expectations, and project budgets.
- Years of practice and understanding the needs and challenges associated with master-planned communities.
- Comprehensive coordination with the District Board and Team Members.
- Manage schedule and milestones.
- Local knowledge and understanding of site.
- Creative and flexible solutions.

Our key team members have worked closely with developers and Community Development Districts to provide multi-discipline consulting services. With our experience as engineers working both directly and indirectly with multiple CDDs, we are familiar with the process and committed to working with the Vida's Way CDD.

A more detailed account of our project and staff experience is outlined in the following pages of this document.



Toxey Hall, P.E.
President

Before forming Clearview Land Design in 2009, Mr. Hall was with Heidt & Associates for 28 years, most recently as President and Owner. He has over 35 years of experience as a Civil Engineer. As president and Owner of Clearview, Toxey manages the day-to-day operations of Clearview. He has design and administrative experience in all aspects of commercial and residential land development engineering. He has administrative management experience with many multi-thousand acre mixed use projects in the Tampa region. Toxey is the former Chairman of the Urban Land Institute Tampa Bay District Council and serves on the National ULI Community Development Council.

Mr. Schrader is a founder and owner of Clearview Land Design, P.L. An Honors graduate of the University of Florida, Jordan is a Registered Professional Engineer, with over 10 years of engineering and surveying experience. Mr. Schrader is responsible for project management and design, including due diligence evaluations, community master planning, residential and commercial infrastructure design, construction services and management of multi-disciplinary consulting teams. He has successfully led project teams in Pasco County, Hillsborough County and the City of Tampa.



Jordan Schrader, P.E.
Vice President



Christopher Fisher, P.E.
Project Manager

Along with a Civil Engineering degree from Florida State University, Chris Fisher has over five years of experience in various aspects of land development. His major responsibilities and expertise include design, client relations/management, preliminary layouts/due diligence, and permit processing. He has successfully led projects in many counties including Hillsborough, Polk, Hernando, and Manatee.

Mr. Smirch is an Honors graduate of the University of Florida and is a Registered Professional Engineer. With over 20 years of engineering and surveying experience, Mr. Smirch is a founder and Owner of Clearview Land Design. He is involved in all aspects of the engineering design process from master planning, design, and permitting through project certification of completion. Mike has successfully led project teams in Pasco, Hillsborough, Manatee, Pinellas, and Hernando counties and the City of Tampa.



Michael Smirch, P.E.
Senior Vice President



Larry Worden
Construction Inspector

Mr. Worden has over 30 years of experience at Clearview Land Design and Heidt & Associates. He is responsible for site work inspection of underground utilities, sanitary pump stations, drainage ponds, storm water piping systems, roadways, parking, facilities, wetland creation areas, underground storm water vaults, and Conspan Bridge Systems for single-family developments, apartments, utility extensions, road extensions, road widening, commercial developments, parks, schools and churches.



ARCHITECT - ENGINEER QUALIFICATIONS

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION (City and State)

Vida's Way Community Development District

2. PUBLIC NOTICE DATE

April 28, 2025

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Toxey Hall, P.E., President / Project Manager

5. NAME OF FIRM

Clearview Land Design, P.L.

6. TELEPHONE NUMBER

(813) 223-3919

7. FAX NUMBER

(813) 223-3975

8. E-MAIL ADDRESS

THall@clearviewland.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.	X				Clearview Land Design, P.L. ☐ CHECK IF BRANCH OFFICE	3010 W Azeele Street Suite 150 Tampa, FL 33609	Civil Engineering Firm offering land planning, GIS, landscape architecture, environmental science and construction services
b.					 ☐ CHECK IF BRANCH OFFICE		
c.					 ☐ CHECK IF BRANCH OFFICE		
d.					 ☐ CHECK IF BRANCH OFFICE		
e.					 ☐ CHECK IF BRANCH OFFICE		
f.					 ☐ CHECK IF BRANCH OFFICE		

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME Toxey Hall, P.E.	13. ROLE IN THIS CONTRACT President Clearview Land Design Senior Project Manager	14. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL</td> <td>b. WITH CURRENT FIRM</td> </tr> <tr> <td>43</td> <td>15</td> </tr> </table>		a. TOTAL	b. WITH CURRENT FIRM	43	15
a. TOTAL	b. WITH CURRENT FIRM						
43	15						
15. FIRM NAME AND LOCATION (City and State) Clearview Land Design, P.L.							
16. EDUCATION DEGREE AND SPECIALIZATION Bachelor of Science, Civil Engineering University of Florida		17. CURRENT PROFESSIONAL REGISTRATION STATE AND DISCIPLINE Urban Land Institute; Association of Florida Community Developers; Tampa Bay Builders Association, Life Director-NAHB; American Society of Civil Engineers; Florida Engineering Society; National Society of Professional Engineers					
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) Registered Professional Engineer, State of Florida							

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) New Tampa Corridor, Hillsborough County, Florida		2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2000-Ongoing</td> <td>2006-Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2000-Ongoing	2006-Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2000-Ongoing	2006-Ongoing						
3 BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE a. In the City of Tampa, the 25-thousand acre "New Tampa Corridor" consisted of large-scale community development that created a "city within a city". Of the fourteen major projects that coordinated planning and infrastructure in this area, Toxey was project manager for eight of them including Tampa Palms, Hunter's Green, and Highwoods Preserve.		☒ Check if project performed with current firm					
(1) TITLE AND LOCATION (City and State) Museum of Science and Industry Expansion, City of Tampa, Florida		2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2002-2008</td> <td>2010</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2002-2008	2010
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2002-2008	2010						
3 BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE b. Civil Engineering Project Manager for the expansion of the Tampa Museum of Science and Industry from 67,000 to 244,000 square feet with the addition of 500 parking spaces. While the usual challenges associated with commercial construction were present, the MOSI project involved several interesting and innovative site concepts.		☐ Check if project performed with current firm					
(1) TITLE AND LOCATION (City and State) Harbour Island, City of Tampa, Florida		2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2002</td> <td>2004-Ongoing</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2002	2004-Ongoing
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2002	2004-Ongoing						
3 BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE c. Project Manager for 178-ac. 15-phase urban mixed-use project. This dense environment ranged from single family detached to mid-rise condominium projects. Challenges included "surcharging" and other design methods to deal with construction on a spoil island under which was several feet of original bay bottom muck. The entire island was constructed with vertical sea walls and "dockominium" boat slips. A master stormwater pond system with several pumped stormwater vaults minimized the stormwater footprint, and a linear "greenway" trail system runs the length of the island.		☒ Check if project performed with current firm					
(1) TITLE AND LOCATION (City and State) Beacon Apartments- Downtown St. Petersburg, Florida		2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2014-2015</td> <td>2015-2016</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2014-2015	2015-2016
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2014-2015	2015-2016						
3 BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE d. A significant urban infill redevelopment effort covering a two-city-block footprint in Downtown St. Petersburg. The project consisted of seven and nine story buildings with parking garages that accommodated a total of 692 units. Plan included a stormwater vault, multiple courtyards and motorcourts.		☒ Check if project performed with current firm					
(1) TITLE AND LOCATION (City and State) Highwoods Preserve – City of Tampa, Florida		2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (If applicable)</td> </tr> <tr> <td>2004-2010</td> <td>2004-2014</td> </tr> </table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	2004-2010	2004-2014
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)						
2004-2010	2004-2014						
3 BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE e. Project manager for this 93 acre, one million square foot high tech office campus. Construction of seven integrated "campus" style mid-rise office buildings, with surface parking and parking garages totaling 3,700 spaces, enabled us to gain significant open space as opposed to maximizing floor area ratio.		☐ Check if project performed with current firm					

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Christopher Fisher, P.E.	Senior Project Manager	a. TOTAL	b. WITH CURRENT FIRM
		14	10
15. FIRM NAME AND LOCATION <i>(City and State)</i>			
Clearview Land Design, P.L. Tampa, Florida			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
Bachelor of Science, Civil Engineering Florida State University		Professional Engineer No. 85555 State of Florida	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i>			
Tampa Bay Builders Association			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
North River Ranch (Manatee County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	3	Ongoing
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Engineer of Record for Master Planned ±2700 acre ±3500 lot Subdivision in Manatee County.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
SM Ranch (Manatee County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2	Ongoing
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☒ Check if project performed with current firm	
Engineer of Record for this ±450 lot subdivision with offsite improvements.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Canoe Creek (Manatee County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	2	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
EOR for the last phase (152 units) of this master planned community.		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
Del Webb Bexley	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	5	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
EOR for the master planned community		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	

(Complete one Section E for each key person.)

19. RELEVANT PROJECTS			
a.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	The Woods (Pasco County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		On-Going	On-Going
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Design Engineer and Project Manager for this 400-acre residential development consisting of 250 single-family units, 25,000 square feet of commercial and a Pasco County Elementary School Site within the Cypress Creek watershed.		
b.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Magnolia Park (Hillsborough County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		On-Going	On-Going
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Design, Project Management and District Management for this 580-acre mixed-use development consisting of 1,200 residential units, 125,000 square feet of commercial development, 60,000 square feet of office/professional and 770,000 square feet of industrial use.		
c.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Meadow Pointe (Pasco County, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		On-Going	On-Going
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Design Engineer and Project Management for this master-planned community in Pasco County. Responsibilities include master planning efforts, rezoning and entitlement assistance, master drainage, water and sewer planning, subdivision design, permitting and platting efforts.		
d.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	Gandy Wal-Mart (Tampa, FL)	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
		2009	2009
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	
	Design Engineer for the redevelopment of multiple parcels and the construction of 125,000 square foot free standing Wal-Mart. In addition to the standard redevelopment challenges, services included the assemblage of multiple parcels and off-site roadway improvements.		
e.	(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
	(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE	☐ Check if project performed with current firm	

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Michael F. Smirch, P.E.	13. ROLE IN THIS CONTRACT Chief Design Engineer	14. YEARS EXPERIENCE <table border="1"> <tr> <td>a. TOTAL 27</td> <td>b. WITH CURRENT FIRM 15</td> </tr> </table>		a. TOTAL 27	b. WITH CURRENT FIRM 15
a. TOTAL 27	b. WITH CURRENT FIRM 15				
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)					
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i> Bachelor of Science in Civil Engineering With Honors University of Florida, 1998		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i> Registered Professional Engineer Number 59503 State of Florida			
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Member of Florida Engineering Society					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Oakstead, Pasco County, Florida	2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 1998</td> <td>CONSTRUCTION <i>(If applicable)</i> 2007</td> </tr> </table>		PROFESSIONAL SERVICES 1998	CONSTRUCTION <i>(If applicable)</i> 2007
PROFESSIONAL SERVICES 1998	CONSTRUCTION <i>(If applicable)</i> 2007			
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Senior Utilities & Drainage Design Engineer for an 852-acre development with 1,184 single-family units. Project activities included master planning, engineering design, ERP permitting and construction phasing within the Anclote River watershed. The project consisted of several phases of residential lots, roadways and associated stormwater management systems involving 40 interconnected wetlands & detention ponds.				
(1) TITLE AND LOCATION <i>(City and State)</i> FishHawk Towncenter/Osprey Ridge Drive Hillsborough County, FL	2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2003</td> <td>CONSTRUCTION <i>(If applicable)</i> 2009</td> </tr> </table>		PROFESSIONAL SERVICES 2003	CONSTRUCTION <i>(If applicable)</i> 2009
PROFESSIONAL SERVICES 2003	CONSTRUCTION <i>(If applicable)</i> 2009			
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Senior Drainage Design Engineer for 500 ac. master-planned community included drainage design, construction phasing of 21 wet detention ponds and wetlands treatment facilities. Required the design and construction of more than 700 drainage structures and 10-miles of storm sewer serving over 1,000 residential units.				
(1) TITLE AND LOCATION <i>(City and State)</i> WaterGrass, Pasco County, FL	2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2006</td> <td>CONSTRUCTION <i>(If applicable)</i> Present</td> </tr> </table>		PROFESSIONAL SERVICES 2006	CONSTRUCTION <i>(If applicable)</i> Present
PROFESSIONAL SERVICES 2006	CONSTRUCTION <i>(If applicable)</i> Present			
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Senior Drainage Design Engineer for the easterly region of Watergrass consisting of 508-acres with 869 single-family lots. Project activities included master drainage planning & design of 50 interconnected pond and wetland systems, 500 drainage structures, street & lot grading, engineering design, ERP permitting, and construction phasing within the New River watershed.				
(1) TITLE AND LOCATION <i>(City and State)</i> Bexley, Pasco County, FL	2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 2012 - Present</td> <td>CONSTRUCTION <i>(If applicable)</i> 2013 - Present</td> </tr> </table>		PROFESSIONAL SERVICES 2012 - Present	CONSTRUCTION <i>(If applicable)</i> 2013 - Present
PROFESSIONAL SERVICES 2012 - Present	CONSTRUCTION <i>(If applicable)</i> 2013 - Present			
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☒ Check if project performed with current firm Chief drainage and utilities design engineer for the 1,800 acre master planned community.				
(1) TITLE AND LOCATION <i>(City and State)</i> Westpark Village Towncenter, Hillsborough County, FL	2 YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES 1999</td> <td>CONSTRUCTION <i>(If applicable)</i> 2004</td> </tr> </table>		PROFESSIONAL SERVICES 1999	CONSTRUCTION <i>(If applicable)</i> 2004
PROFESSIONAL SERVICES 1999	CONSTRUCTION <i>(If applicable)</i> 2004			
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Senior Drainage Design Engineer and Senior Utilities Design Engineer for a 160-acre mixed-use development consisting of 368 single-family units, 693 multi-family units, 50 townhomes, 40,000 square feet of commercial development, passive parks, and a 5,000 square-foot community pool. This project was Hillsborough County's first Neo-Traditional Neighborhood.				

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT*(Complete one Section E for each key person.)*

12. NAME Larry H. Worden, Jr.	13. ROLE IN THIS CONTRACT Construction Management / Field Management	14. YEARS EXPERIENCE a. TOTAL 41 b. WITH CURRENT FIRM 15	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Clearview Land Design, P.L. (Tampa, FL)			
16. EDUCATION <i>(DEGREE AND SPECIALIZATION)</i>		17. CURRENT PROFESSIONAL REGISTRATION <i>(STATE AND DISCIPLINE)</i>	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> Qualifications include Stormwater Erosion, Sedimentation Control Inspector Training, OSHA Trench Safety Training, Survey Mathematics Course Certificate, FDOT Certifications in Asphalt Level 1 & 2, Earthwork Inspection Level 1 & 2 and Maintenance of Traffic Intermediate Course.			

19. RELEVANT PROJECTS

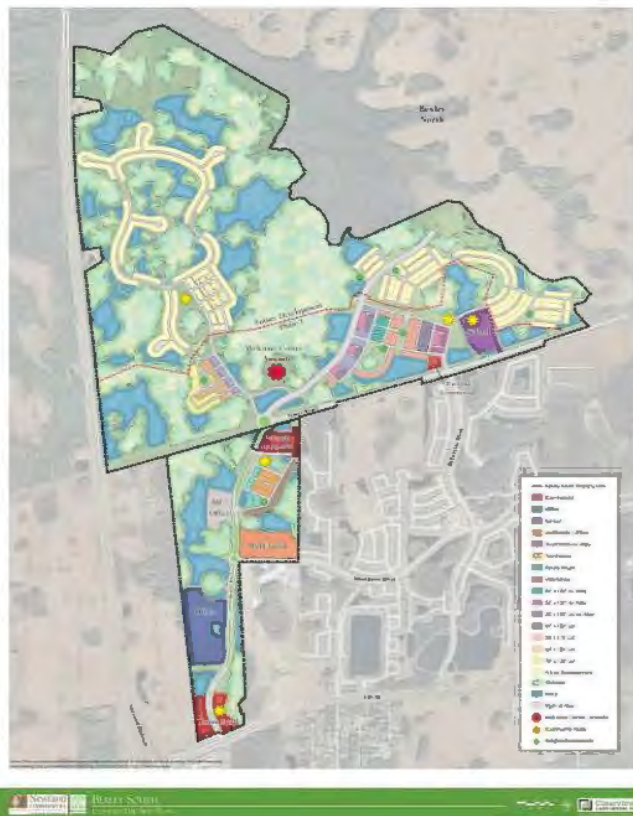
(1) TITLE AND LOCATION <i>(City and State)</i> Connerton (Land O' Lakes, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2008 - Ongoing CONSTRUCTION <i>(If applicable)</i> 2008 - Ongoing	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Connerton is made up of 8,000 acres of former Ranch Land. A 3000-acre tract of land was set aside for a nature preserve. Duties included getting final approval and release of performance and maintenance bonds for a half dozen communities that had been in limbo for years. Since 2017 I have been the Construction Inspector for Village 218 area that has 259 home sites. An additional 2 Villages are scheduled to begin construction soon.		
(1) TITLE AND LOCATION <i>(City and State)</i> Seven Oaks (Wesley Chapel, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2000 - 2008 CONSTRUCTION <i>(If applicable)</i> 2000 - 2008	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Seven Oaks encompassed about 2.75 square miles of land and is home to over 3,500 people. There are several large businesses, apartment complexes, office parks and a 4.5 million dollars recreation center in the center of the community. I was the Construction Inspector for all infrastructure from the start of construction until 2008.		
(1) TITLE AND LOCATION <i>(City and State)</i> Bexley (Land O' Lakes, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2014 - Ongoing CONSTRUCTION <i>(If applicable)</i> 2014 - Ongoing	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Bexley is a 1,700 acre Master Planned Community in Land O' Lakes. I have been the Construction Inspector for all Construction to date. Bexley has received numerous awards. One of the most rewarding parts of my job was helping find a path for several long boardwalks through wooded wetlands. It has also been rewarding to see the wildlife utilizing the retention ponds and wetland creation areas throughout the community.		
(1) TITLE AND LOCATION <i>(City and State)</i> Meadow Pointe (Wesley Chapel, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 1990 - Ongoing CONSTRUCTION <i>(If applicable)</i> 1990 - Ongoing	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The last village in Meadow Pointe is under construction. There are 8,378 residential homes in Meadow Pointe. I have been the Construction Inspector for the infrastructure from the beginning of the project until the present time. The project included the construction of 6.5 miles of County Line Road and 4 miles of Meadow Pointe Boulevard. 47 separate villages make up the Meadow Pointe Community.		
(1) TITLE AND LOCATION <i>(City and State)</i> Magnolia Park (Riverview, FL)	(2) YEAR COMPLETED PROFESSIONAL SERVICES 2008 - 2016 CONSTRUCTION <i>(If applicable)</i> 2018 - 2017	
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Clearview at first provided free phone consults and some leg work to help the Developer through some difficult challenges. After the merger of two Developers things were getting very complicated and there were numerous commitment deadlines looming. Before long we were finishing up approved projects by the previous Engineer and Designing the remainder of the project. There are only a few home sites left in this community.		

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 1
21. TITLE AND LOCATION (City and State) Bexley (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES 2010 - On-Going
		CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Aaron Baker	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Bexley, the award-winning master planned community is located along State Road 54 near the Suncoast Parkway in Pasco County. Bexley South comprises over 1,700 acres for which Clearview has provided engineering, permitting and inspection services as well as CDD Engineering Services. It is planned for 1,200 single family homes and 520 multi-family units, and over 650,000 square feet of office and retail. Multiple parks and interconnected trails systems link residential and non-residential uses. Additionally, the Clearview team has been involved in community planning, entitlements, mass grading plans, all infrastructure design, and neighborhood grading. The project includes a master planned stormwater system, water distribution system, reclaimed water distribution system and wastewater collections system. The stormwater system with over 50 ponds was a particularly critical component due to the project's location adjacent to the Sandy Branch and Anclote River.

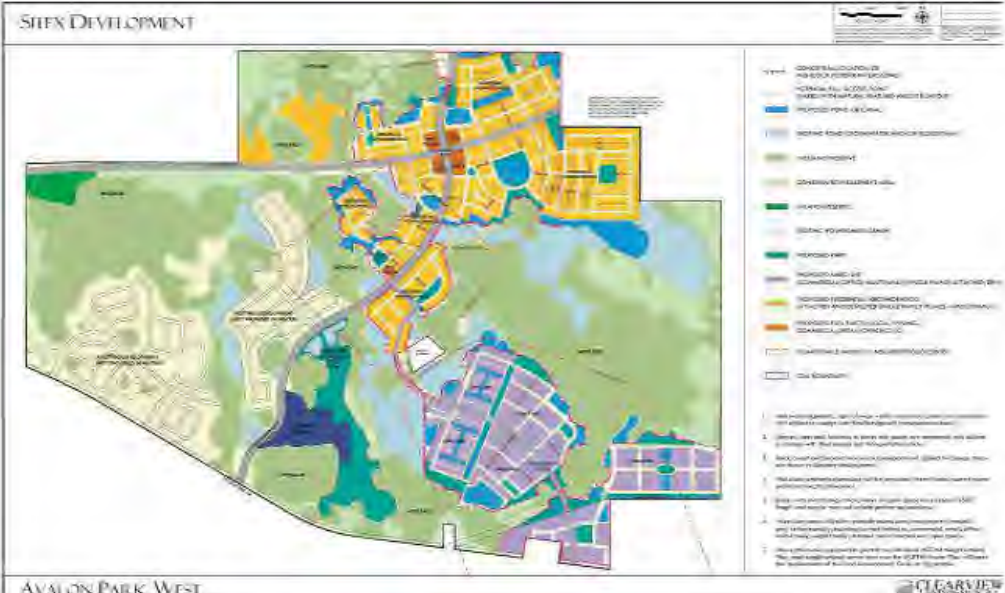


25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Land Planning, GIS, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 2
21. TITLE AND LOCATION (City and State) Avalon Park West (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES 2010 - On-Going CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Sitex Development Group	b. POINT OF CONTACT Ross Halle	c. POINT OF CONTACT TELEPHONE NUMBER 407-658-6565

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT 
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Located in Wesley Chapel, Avalon Park West is a master planned community with village type mixed-use neighborhoods, schools, a town center, abundant community parks and vast preserved upland and wetland habitat. Clearview Land Design has been involved in land planning, rezoning, stormwater modeling and master planning, landscape architecture, permitting, and construction phase services for the project. The near 1,800 acre project includes over 800 acres of preservation area and 40 acres of parks. The community will be home to 4,800 residential units, including single family attached, single family detached, and multi-family and 680,000 square feet of mixed-use, commercial and office space.

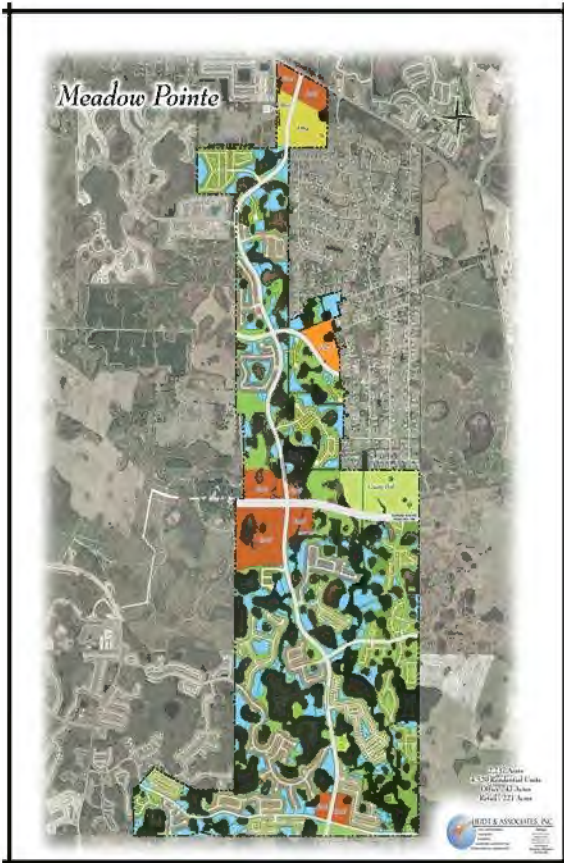
25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME a Clearview Land Design, P.L.	2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
(1) FIRM NAME b	2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME c	2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME d	2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME e	2) FIRM LOCATION (City and State)	(3) ROLE
(1) FIRM NAME f.	2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 3
21. TITLE AND LOCATION (City and State) Meadow Pointe (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES 2009 - Current CONSTRUCTION (If applicable) 2009 - Current

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER CalAtlantic Homes	b. POINT OF CONTACT Thomas Spence	c. POINT OF CONTACT TELEPHONE NUMBER 813-288-7687
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Meadow Pointe is an award-winning master planned community in southern Pasco County. For the past 20 years, Meadow Pointe has been one of the fastest selling communities in the State of Florida. Covering over 4,000 acres and consisting of over 7,000 residential units along with retail/office, schools, parks and numerous amenity centers, Meadow Pointe has become a favorite community to live, work and play. The Clearview Team's role in this project has included master planning efforts, rezoning actions and entitlement assistance; master infrastructure design and permitting, including drainage and water and sewer utility systems; and neighborhood design, permitting and platting efforts, and construction phase services.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 4
21. TITLE AND LOCATION (City and State) Connerton, Pasco County, Florida	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2015	CONSTRUCTION (If applicable) On-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Connerton Development Holdings, LLC	b. POINT OF CONTACT Ashley Becker	c. POINT OF CONTACT TELEPHONE NUMBER (214) 302-0060
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design is currently the Connerton West CDD Engineer and is also providing civil engineering, land planning, landscape architecture, construction inspection, and GIS services for the 4,800 acre master planned community.

Ultimately, the project may accommodate 8,000 residences, 2 million square feet of a mix of commercial, office, civic, medical, and industrial space. over 500 acres of Habitat Management Area, 168 acres of District and Neighborhood Parks, a large preserve dedicated to the Water Management District, and Critical Wildlife Corridors. Two school sites, a town center, and a government complex will serve residents day to day needs.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design	(2) FIRM LOCATION (City and State) Tampa, Florida	(3) ROLE CDD Engineer, Civil Engineering, Planning, Landscape Architecture, Inspection, GIS
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 5
21. TITLE AND LOCATION (City and State) Magnolia Park (Hillsborough County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES 2009 - On-Going
		CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT

Clearview Land Design offers planning, design, and inspection services for the 580 acre master planned community to both the developer and Magnolia Park CDD. The project has been under construction for approximately ten years and close to build out by Pulte Homes. It consists of 1,200 residential units, 125,000 square feet of commercial, 60,000 square feet of office/professional and 770,000 square feet of industrial use. The project serves numerous areas of Tampa and surrounding regions due to its convenient central location and access to major transportation corridors. It is a first time to second level buyer neighborhood with strategically located passive parks and amenity centers to meet the social and recreational needs of the residents.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 6
21. TITLE AND LOCATION (City and State) Mira Bay (Hillsborough County, FL)	22. YEAR COMPLETED PROFESSIONAL SERVICES 2009 - On-Going	
		CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Newland Communities	b. POINT OF CONTACT Rick Stevens	c. POINT OF CONTACT TELEPHONE NUMBER 813-620-3555
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Mirabay is a 720-acre premier master planned community located in Hillsborough County on Tampa Bay. Upon completion, it will accommodate approximately 1,750 homes and 300,000 square feet of office and retail use. This project included master planning, engineering design and permitting and construction phasing. The project consisted of several phases of waterfront residential lots, roadways and associated stormwater management systems. The project included a 3.5 miles canal system and a 135 acre lagoon which conveyed several thousand acres of offsite runoff through a boatlift weir structure to Tampa Bay.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, Land Planning, Landscape Architecture, GIS, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT (Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)		20. EXAMPLE PROJECT KEY NUMBER 7
21. TITLE AND LOCATION (City and State) Vista Palms (fka Sunshine Village) (Hillsborough County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES 2010 - On-Going CONSTRUCTION (If applicable) On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Lennar	b. POINT OF CONTACT Parker Hiron	c. POINT OF CONTACT TELEPHONE NUMBER 813-574-5658
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Sunshine Village is a community located in south Hillsborough County. Clearview Land Design is involved with planning, civil engineering, landscape architecture, permitting, and construction inspection and is CDD Engineer for the +/- 800 acre project that includes over 2,500 residential units, over 150,000 square feet of commercial development, two large amenity centers, and many pocket parks.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION (City and State) Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 8
21. TITLE AND LOCATION <i>(City and State)</i> Trillium (Pasco County, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES On-Going
		CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Pulte Homes	b. POINT OF CONTACT Sean Strickler	c. POINT OF CONTACT TELEPHONE NUMBER 813-964-5169
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



Northwest of Tampa, Trillium is located in Brooksville, on the outskirts of Land O'Lakes. The single family community has a private resort style community swimming pool with cabana's, a shaded playground and miles of miles of pedestrian oriented sidewalks for leisure and recreation.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Clearview Land Design, P.L.	(2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, GIS, Land Planning, Landscape Architecture, Construction Inspection
b.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT <i>(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)</i>		20. EXAMPLE PROJECT KEY NUMBER 9
21. TITLE AND LOCATION <i>(City and State)</i> Tampa Palms (Tampa, FL)		22. YEAR COMPLETED PROFESSIONAL SERVICES On-Going
		CONSTRUCTION <i>(If applicable)</i> On-Going

23. PROJECT OWNER'S INFORMATION		
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a. PROJECT OWNER Tampa Palms	b. POINT OF CONTACT Jim Apthorp	c. POINT OF CONTACT TELEPHONE NUMBER (850) 251-5508
--	---	---

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT		
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Toxey Hall was responsible for designing and managing this large scale mixed-use development project. Tampa Palms is a 6,200-acre project that first began to define the "New Tampa" area. The City sized project included a master planned water distribution system and a master planned sanitary sewer system including approximately 20 pumping stations, including a highly complex dual triplex station with two 12-foot diameter wetwells. The stormwater system included approximately 120 ponds and was a particularly critical component due to the project's location adjacent to Trout Creek and the Hillsborough River. The amenities designed by Toxey and Bill included a golf course, golf course club house, several community "country clubs", multiple internal parks and related buildings, courts, playfields, etc. Of particular interest was the "Canoe Outpost" park on the Hillsborough River. This environmentally sensitive park included a canoe launch, hiking trails, picnic areas, boardwalks and a wildlife viewing area.

Tampa Palms continues to be a standard for Master Planned communities with its many neighborhood parks, interconnected trail system and use of native landscaping. Environmental services included wetland delineations and wetland impact permitting through the Corps of Engineers, DEP, SWFWMD and the Hillsborough County EPC. Mitigation design was performed, permitted and implemented.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
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a.	(1) FIRM NAME *Heidt & Associates, Inc.	2) FIRM LOCATION <i>(City and State)</i> Tampa, FL	(3) ROLE Civil Engineering, Landscape Architecture, Surveying
b.	(1) FIRM NAME *NOTE: The Principals of Clearview Land Design were the previous Owners of Heidt & Associates, Inc.	2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
c.	(1) FIRM NAME	2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
d.	(1) FIRM NAME	2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
e.	(1) FIRM NAME	2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
f.	(1) FIRM NAME	2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION E)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Bexley	6	Mira Bay
2	Avalon Park West	7	Vista Palms
3	Meadow Pointe	8	Trillium
4	Connerton	9	Tampa Palms
5	Magnolia Park	10	

H. ADDITIONAL INFORMATION

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

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

04/28/2025

33. NAME AND TITLE

Toxey Hall, P.E., President / Project Engineer

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

7D

Vida’s Way Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

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

Board Member’s Signature

Date

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS A

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

(This space reserved for Clerk)

Alyssa Willson, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

ASSIGNMENT OF PLAT DEDICATION

THIS ASSIGNMENT OF PLAT DEDICATION is made as of this 24th day of March, 2025, by **VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT ("Assignor")**, 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 and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, in favor of **VIDA'S WAY LEGACY COMMUNITY ASSOCIATION, INC.**, whose address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida 33637 ("**Assignee**").

(Wherever used herein, the terms "Assignor" and "Assignee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSTH:

That Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant, transfer, and assign to Assignee the original dedication of rights from the Developer to Assignor with respect to Tract P-1 [(CDD) Amenity, Drainage Area, & Open Space], as more particularly described and depicted on the plat entitled Vida's Way Legacy Phase 1A, recorded at Plat Book 95, Pages 1-9, in the Official Records of Pasco County, Florida.

This Assignment shall be for the use and benefit of Assignee and Assignee's successors and assigns forever.

This Assignment shall be binding on Assignor, its successors and assigns, and shall inure to the benefit of Assignee, its successors and assigns.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has caused these presents to be executed in manner and form sufficient to bind it as of the day and year first above written.

WITNESSES

By: [Signature]
 Name: ALEXANDER MALECKI
 Address: 2662 B. FAULKENBURG ROAD
RIVERVIEW FL 33578

VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
 Name: Brady Lefere
 Title: Chairperson

By: [Signature]
 Name: Heidi Delaune
 Address: 2662 S. FAULKENBURG Rd.
RIVERVIEW FL 33578

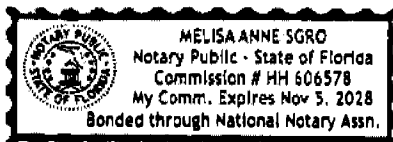
STATE OF FL
 COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19th day of March, 2025, by Brady Lefere, as Chairperson of VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

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



This Assignment of Plat Dedication is accepted by:

WITNESS

VIDA'S WAY LEGACY COMMUNITY
ASSOCIATION, INC.

By: [Signature]
Name: JENNIFER DARNELL
Address: 2062 S FAULKENBURGER
RIVERVIEW FL

By: [Signature]
Name: Brady Letere
Title: President

By: [Signature]
Name: KEVIN ADAMS
Address: 2662 S. Falkenberg Rd.
Riverview, FL 33578

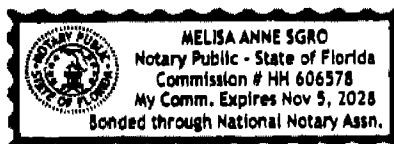
STATE OF FL
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2025, by Brady Letere, as president of VIDA'S WAY LEGACY COMMUNITY ASSOCIATION, INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]

NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)



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

This Assignment of Plat Dedication is acknowledged by:

WITNESS

PULTE HOME COMPANY, LLC

By: [Signature]
 Name: Brady Lefen
 Address: 2002 S. Falkenburg Rd.
Riverview FL 33578

By: [Signature]
 Name: Ray Aponte
 Title: Director of Land Development

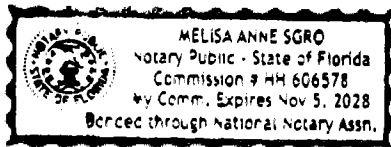
By: [Signature]
 Name: Aleksander Malecki
 Address: 2002 S. Falkenburg Rd.
Riverview FL 33578

STATE OF Florida
 COUNTY OF Hillborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or online notarization, this 31st day of March, 2025, by Ray Aponte, as Director of Land Development of PULTE HOME COMPANY, LLC, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
 NOTARY PUBLIC, STATE OF FL

(NOTARY SEAL)



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

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS B

PREPARED BY AND RETURN TO:

Alyssa Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is executed as of this 19th day of March 2025, by **VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government, being situated in Pasco County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter called the "**Grantor**"), in favor of **VIDA'S WAY LEGACY COMMUNITY ASSOCIATION, INC.**, whose address is 12906 Tampa Oaks Boulevard, Suite 100, Temple Terrace, Florida (hereinafter called the "**Grantee**").

[Wherever used herein, the terms "Grantor" and "Grantee" shall include the singular and plural, heirs, legal representatives, successors and assigns of individuals, and the successors and assigns of corporations, as the context requires.]

WITNESSETH:

NOW, THEREFORE, Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand, if any, which Grantor has in and to the Property situate, lying and being in Pasco County, State of Florida, attached hereto as **Exhibit A**.

TOGETHER with all and singular tenements, hereditaments, appurtenances thereunto 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, and limitations and agreements of record. This reference to such matters of record shall not operate to reimpose same.

[CONTINUED ON FOLLOWING PAGE]

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

4917-5961-8603.1

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, a non-exclusive easement for ingress and egress over, upon and across the Property, together with the rights to construct, install, maintain, repair, improve and care for all stormwater management system and related improvements, and the right to maintain, repair and replace and improve such improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

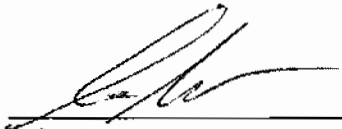
4917-5961-8603.1

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

"GRANTOR"

Signed, sealed and delivered

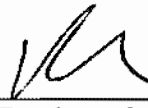
**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**


Print Name: ALEKSANDER MALECKI

Address: 2662 S. FALKENBURG ROAD
RIVERVIEW FL 33578


Print Name: Heidi Delaune

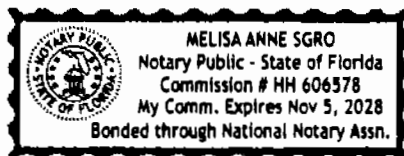
Address: 8662 S. Falkenburg Rd.
Riverview FL 33578

By: 
Name: Brady Lefere
Title: Chairperson

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 19th day of March, 2025, by Brady Lefere as Chairperson of Vida's Way Community Development District, who ☒ is personally known to me or ☐ produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA



Melisa Sgro
(Print, Type or Stamp Commissioned Name of
Notary Public)

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

Exhibit A**Description of Property**

Tract P-1 [(CDD) Amenity, Drainage Area, & Open Space], identified in the plat known as Vida's Way Legacy Phase 1A, recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Note to Recorder: This deed conveys unencumbered property to a local unit of special-purpose government for no taxable consideration. Accordingly, pursuant to Rule 12B-4.014, F.A.C., only minimal documentary stamp tax is being paid hereon.

4917-5961-8603.1

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS C

11/21, 2024

Vida's Way Community Development District
c/o Kristen Suit, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Phase 1A & 1B Improvements

Dear Kristen,

Pursuant to the *Acquisition Agreement*, dated February 20, 2024 ("**Acquisition Agreement**"), by and between the Vida's Way Community Development District ("**District**") and Pulte Home Company, LLC ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds, the amount identified in **Exhibit A** attached hereto which represents the actual cost of constructing and/or creating the Improvements.¹ Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- 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 lists 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 terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- 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, and to post any bonds or other forms of security necessary to transfer the utilities to the County.

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.

¹ The amounts identified in **Exhibit A** include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements. The additional infrastructure is being conveyed to the District via separate bill of sale, which bill of sale is included in this package.

Agreed to by:

**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**


Name: Brian Letin
Title: Chair

Sincerely,

PULTE HOME COMPANY, LLC


Name: RAY A. PONTE
Title: Director of Land Development

EXHIBIT A

Description of Phase 1A & 1B Improvements

Phase 1A Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage, Landscape Area, & Open Space), Tract B-2 (Landscape Area & Open Space), B-3 (Drainage, Landscape Area, & Open Space), Tract B-4 (Drainage, Landscape Area, Wetland Conservation Area, & Open Space), Tract P-1 (Amenity, Drainage, & Open Space), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage & Access), Tract B-2 (Drainage, Landscape, & Access), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated February 16, 2024, as supplemented by the *First Supplemental Engineer's Report*, dated August 1, 2024.

Total for all of the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$2,661,870	\$2,149,058	\$476,061	\$214,905
Wastewater	\$2,347,943	\$2,252,603	\$95,340	\$225,260
Potable Water	\$1,063,475	\$1,051,302	\$12,173	\$105,130
Stormwater	\$2,256,070	\$2,229,038	\$27,032	\$222,903
TOTAL:	\$8,329,358	\$7,682,001	\$610,606	\$768,198

¹ The amounts identified in the table above include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements.

**CORPORATE DECLARATION AND AGREEMENT
[PHASE 1A & 1B IMPROVEMENTS]**

I, Ray Aponte, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is Ray Aponte, and I am the Director of Land Development of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Vida's Way Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Engineer's Report*, dated February 16, 2024, as supplemented by the First Supplemental Engineer's Report dated August 1, 2024, (**together "Engineer's Report"**), describes certain public infrastructure improvements and work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements that have been completed to date and states the amounts that Developer has spent on those improvements. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Executed this 21 day of November, 2024.

PULTE HOME COMPANY, LLC



Name: Ray Aponte

Title: Director of Land Development

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2024, by Ray Aponte as Director of Land Development of Pulte Home Company 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.

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Kristen L. Dennis
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

EXHIBIT A

Description of Phase 1A & 1B Improvements

Phase 1A Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage, Landscape Area, & Open Space), Tract B-2 (Landscape Area & Open Space), B-3 (Drainage, Landscape Area, & Open Space), Tract B-4 (Drainage, Landscape Area, Wetland Conservation Area, & Open Space), Tract P-1 (Amenity, Drainage, & Open Space), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage & Access), Tract B-2 (Drainage, Landscape, & Access), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated February 16, 2024, as supplemented by the *First Supplemental Engineer's Report*, dated August 1, 2024.

Total for all of the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$2,661,870	\$2,149,058	\$476,061	\$214,905
Wastewater	\$2,347,943	\$2,252,603	\$95,340	\$225,260
Potable Water	\$1,063,475	\$1,051,302	\$12,173	\$105,130
Stormwater	\$2,256,070	\$2,229,038	\$27,032	\$222,903
TOTAL:	\$8,329,358	\$7,682,001	\$610,606	\$768,198

¹ The amounts identified in the table above include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements.

BILL OF SALE AND LIMITED ASSIGNMENT
[PHASE 1A & 1B IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 21st day of November, 2024, by and between **Pulte Home Company, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Vida's Way Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the 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 whosoever.

3. This conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

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

[CONTINUED ON FOLLOWING PAGE]

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

Signed, sealed and delivered by:

WITNESSES

By: [Signature]
Name: Michelle Figura

By: [Signature]
Name: Nich Drenko

PULTE HOME COMPANY, LLC

[Signature]
Name: Ray Aponte
Title: Director of Land Development

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company LLC, a Michigan limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

Name: Kristen L. Dennis
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

EXHIBIT A

Description of Phase 1A & 1B Improvements

Phase 1A Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage, Landscape Area, & Open Space), Tract B-2 (Landscape Area & Open Space), B-3 (Drainage, Landscape Area, & Open Space), Tract B-4 (Drainage, Landscape Area, Wetland Conservation Area, & Open Space), Tract P-1 (Amenity, Drainage, & Open Space), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage & Access), Tract B-2 (Drainage, Landscape, & Access), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated February 16, 2024, as supplemented by the *First Supplemental Engineer's Report*, dated August 1, 2024.

Total for all of the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$2,661,870	\$2,149,058	\$476,061	\$214,905
Wastewater	\$2,347,943	\$2,252,603	\$95,340	\$225,260
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Stormwater	\$2,256,070	\$2,229,038	\$27,032	\$222,903
TOTAL:	\$8,329,358	\$7,682,001	\$610,606	\$768,198

¹ The amounts identified in the table above include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements.

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

(This space reserved for Clerk)

Alyssa Willson, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective as of the 21st day of November, 2024, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and **VIDA'S WAY 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 and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in the County of Pasco, State of Florida, and described more particularly below ("**Property**"):

Tract A-1 [(CDD) Right-of-Way & Utility Easement (Public)], Tract B-1 [(CDD) Drainage, Landscape Area, Public Access Easement, & Open Space], Tract B-2 [(CDD) Landscape Area, Public Access Easement, & Open Space], Tract B-3 [(CDD) Drainage, Landscape Area, Public Access Easement & Open Space], Tract B-4 [(CDD) Drainage, Landscape Area, Wetland Conservation, Public Access Easement, & Open Space], and Tract P-1 [(CDD) Amenity, Drainage Area, & Open Space], identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Tract A-1 [Right-of-Way (CDD) & Utility Easement (Public)], Tract B-1 [Drainage & Access (CDD)], and Tract B-2 [Drainage, Landscape, & Access (CDD)], identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32, of the Official Records of Pasco County, Florida.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to reimpose the same.

TO HAVE AND TO HOLD the same in fee simple forever, subject to ad valorem real property taxes and non-ad valorem assessment 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.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor.

GRANTOR represents that Grantor has complied with the requirements of Section 196.295, Florida Statutes.

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 construct, install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all amenity, landscaping, hardscaping, irrigation, lighting, conservation and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

[CONTINUED ON FOLLOWING PAGE]

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

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Michelle Figura
Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
Name: Ray Aponte
Title: Director of Land Development

By: [Signature]
Name: Nick Acerslo
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company, LLC, a Michigan limited liability company, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Name: Kristen L. Dennis
(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.

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[PHASE 1A AND 1B IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 21st day of NOVEMBER, 2024, by RIPA & Associates, LLC, a Florida limited liability company, with an address of 1409 Tech Boulevard, Suite 1, Tampa, Florida 33619 ("**Contractor**"), in favor of the **Vida's Way Community Development District ("District")**, which is a local unit of special-purpose government situated in Pasco County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain contract, the *Work Order to Master Land Trade Contractor Agreement for Vida's Way Phase 1A & 1B*, dated December 8, 2023 ("**Contract**"), and between Contractor and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

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

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

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

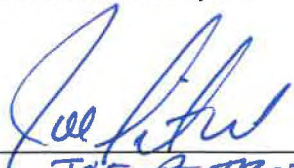
4. CERTIFICATION. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding

requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed **\$1,378,804.00** (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.

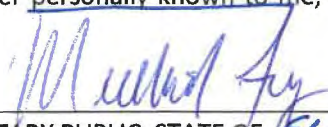
[signature next page]

RIPA & ASSOCIATES, LLC


By: JOE PETRE
Its: CFO

STATE OF FLORIDA
COUNTY OF MILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of NOVEMBER, 2024, by JOE PETRE as CFO of RIPA & Associates, LLC, a Florida limited liability company, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA
Name: Michelle Furey
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

(NOTARY SEAL)



EXHIBIT A

Description of Phase 1A & 1B Improvements

Phase 1A Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Roadways - All public roads, streets, rights-of-way and alleys, including but not limited to pavement, curbing, landscaping elements and other physical improvements within or upon rights-of-way designated as Tract A-1 (Right-of-Way and Public Utility Easement), as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Phase 1A Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage, Landscape Area, & Open Space), Tract B-2 (Landscape Area & Open Space), B-3 (Drainage, Landscape Area, & Open Space), Tract B-4 (Drainage, Landscape Area, Wetland Conservation Area, & Open Space), Tract P-1 (Amenity, Drainage, & Open Space), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

Phase 1B Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon Tract A-1 (Right-of-Way and Public Utility Easement), Tract B-1 (Drainage & Access), Tract B-2 (Drainage, Landscape, & Access), "Access and Maintenance Easements," and the "Drainage Easements," as identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32 of the Official Records of Pasco County, Florida.

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated February 16, 2024, as supplemented by the *First Supplemental Engineer's Report*, dated August 1, 2024.

Total for all of the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$2,661,870	\$2,149,058	\$476,061	\$214,905
Wastewater	\$2,347,943	\$2,252,603	\$95,340	\$225,260
Potable Water	\$1,063,475	\$1,051,302	\$12,173	\$105,130
Stormwater	\$2,256,070	\$2,229,038	\$27,032	\$222,903
TOTAL:	\$8,329,358	\$7,682,001	\$610,606	\$768,198

¹ The amounts identified in the table above include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements.

This instrument was prepared by:

Alyssa Willson, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is made as of the 21 day of November, 2024, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, with an address of 2662 Falkenburg Road, Riverview, Florida 33578 ("**Grantor**"), and **VIDA'S WAY 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 and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH:

WHEREAS, the District is responsible for the drainage system serving the community; and

WHEREAS, for the benefit of Grantee and its landowners and residents, and consistent with the Plats, Grantor desires to memorialize the prior grant by plat to Grantee of easement rights to access and maintain the master drainage and other improvements ("**Improvements**"), located within certain easement areas identified herein; and

WHEREAS, Grantor acknowledges and agrees that the grant of easements hereunder shall not be interpreted as a grant of the Improvements, which may be done by separate bill of sale.

NOW THEREFORE, Grantor, for good and valuable consideration to it in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, hereby grants, bargains and conveys to Grantee forever, the following non-exclusive, perpetual easement rights as more particularly described below:

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

2. Grant of Non-Exclusive Easement. Grantor hereby grants to the District, its successors, and assigns, the following "**Easements**" on the areas ("**Easement Areas**") identified below:

a) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," identified in the plat known as *Vida's Way Legacy Phase 1A*, as recorded at Plat Book 95, Pages 1-9, of the Official Records of Pasco County, Florida.

b) A perpetual, non-exclusive drainage easement for access, ingress, egress, installation, construction, operation, maintenance, repair and replacement of stormwater improvements located within those certain "Drainage and Access Easements," identified in the plat known as *Vida's Way Legacy Phase 1B*, as recorded at Plat Book 95, Pages 27-32, of the Official Records of Pasco County, Florida.

3. Inconsistent Use. Grantor agrees and covenants that it shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to Grantee.

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

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

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

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

8. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service

or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Grantor and counsel(s) for Grantee may deliver Notice on behalf of the Grantor and Grantee, respectively.

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

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

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

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

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

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

WITNESSES

PULTE HOME COMPANY, LLC

By: [Signature]
Name: Michelle Figueroa
Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
Name: Ray Aponte
Title: Director of Land Development

By: [Signature]
Name: Allen Drees
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2024, by Ray Aponte, as Director of Land Development of Pulte Home Company, a Michigan limited liability company, 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.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027

Name: Kristen L. Dennis
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

[Signatures continue on following page]

WITNESSES

VIDA'S WAY COMMUNITY DEVELOPMENT
DISTRICT

By: [Signature]
Name: Michelle Figura
Address: 2662 S Falkenburg Road
Riverview, FL 33578

By: [Signature]
Name: Brady Lefere
Title: Chair

By: [Signature]
Name: Nick Diceso
Address: 2662 S Falkenburg Road
Riverview, FL 33578

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of November, 2024, by Brady Lefere as Chair of the Vida's Way 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.

Kristen L. Dennis
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)
KRISTEN L. DENNIS
Notary Public
State of Florida
Comm# HH425090
Expires 7/24/2027



Name: Kristen L. Dennis
(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.

**DISTRICT ENGINEER'S CERTIFICATE
[PHASE 1A & 1B IMPROVEMENTS]**

November 21st, 2024

Board of Supervisors
Vida's Way Community Development District

Re: Acquisition of Improvements

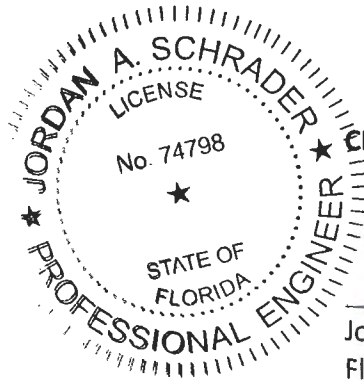
Ladies and Gentlemen:

The undersigned is a representative of CLEARVIEW LAND DESIGN, P.L. ("**District Engineer**"), as District Engineer for the Vida's Way Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Pulte Home Company, 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 16, 2024, as supplemented by the Supplemental Engineer's Report dated August 1, 2024, (**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.

[signature next page]



CLEARVIEW LAND DESIGN, P.L.

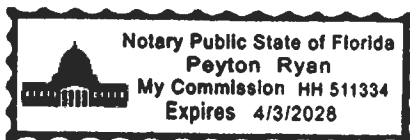

Jordan A. Schrader, P.E.
Florida Registration No. 74798
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2024, by Jordan Schrader as Vice President of Clearview Land Design, P.L., a Florida corporation, 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 N/A as identification.


NOTARY PUBLIC, STATE OF FLORIDA
Name: PEYTON RYAN
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)



Total for all of the foregoing¹:

Improvement	Total Amount	Amount Paid to Date	Balance to Finish	Retainage to Date
Roadway	\$2,661,870	\$2,149,058	\$476,061	\$214,905
Wastewater	\$2,347,943	\$2,252,603	\$95,340	\$225,260
Potable Water	\$1,063,475	\$1,051,302	\$12,173	\$105,130
Stormwater	\$2,256,070	\$2,229,038	\$27,032	\$222,903
TOTAL:	\$8,329,358	\$7,682,001	\$610,606	\$768,198

¹ The amounts identified in the table above include the actual cost of constructing and/or creating Phase 1A and Phase 1B utility improvements conveyed to the District by the Developer pursuant to the Acquisition Agreement via that certain *Bill of Sale [Depue East – Phase 1A]* and via that certain *Bill of Sale [Depue East – Phase 1B]*. Pursuant to the terms of the Acquisition Agreement, the Developer wishes to include the actual cost of constructing and/or creating the Phase 1A and Phase 1B utility improvements as part of the total actual cost of constructing and/or creating the Improvements.

PROFESSIONAL ACKNOWLEDGMENT AND RELEASE
[PHASE 1A AND PHASE 1B WORK PRODUCT]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 21st day of November, 2024, by **Clearview Land Design, P.L.**, a Florida limited liability company, having offices located at 3010 W. Azeele Street, Suite 150, Tampa, Florida 33609 ("**Professional**"), in favor of the **Vida's Way Community Development District ("District")**, which is a local unit of special-purpose government situated in Pasco County, Florida, with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain _____ ("**Contract**") dated _____, 202__, and between Professional and Pulte Home Company, LLC, a Michigan limited liability company ("**Developer**") has created certain work product, as described in **Exhibit A ("Work Product")**; and

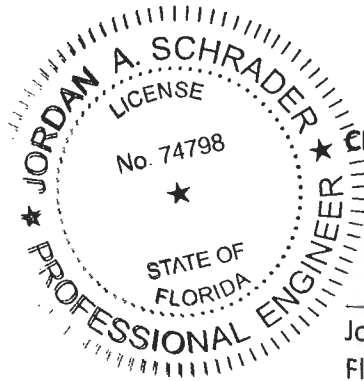
WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product.

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

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes. Professional hereby affirmatively agrees that the Work Product identified in Exhibit A is free of all claims, security agreement, encumbrances or liens.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** Professional hereby acknowledges that it has been fully compensated for its services and work related to completion of the Work Product. This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

[continued next page]



CLEARVIEW LAND DESIGN, P.L.


Jordan A. Schrader, P.E.
Florida Registration No. 74798
District Engineer

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21st day of November, 2024, by Jordan Schrader as Vice President of Clearview Land Design, P.L., a Florida corporation, 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 N/A as identification.


NOTARY PUBLIC, STATE OF FLORIDA
Name: PEYTON RYAN
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)

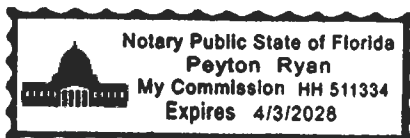


EXHIBIT A
Description of Work Product

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for the project as described in the *Engineer's Report*, dated February 16, 2024, as amended by that *First Supplemental Engineer's Report*, dated August 1, 2024.

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS D

**INTERLOCAL AGREEMENT BETWEEN VIDA'S WAY CDD
AND THE PASCO COUNTY PROPERTY APPRAISER
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT made and entered into in duplicate this 23rd day of July AD 2024, between Vida's Way CDD by and through its Board of Directors, hereinafter referred to as "District," and Mike Wells in his official capacity as Property Appraiser of Pasco County, Florida, hereinafter referred to as the "Property Appraiser." For the purposes of this agreement non-ad valorem assessments and special assessments are hereinafter referred to as "non-ad valorem assessments."

WITNESSETH

WHEREAS, the District is authorized to impose non-ad valorem assessments and by resolution has expressed its intent to use the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes; and,

WHEREAS, chapter 197, Florida Statutes, requires that the District enter into a written agreement with the Property Appraiser for reimbursement of necessary administrative costs incurred implementing the uniform method; and,

WHEREAS, chapter 197, Florida Statutes, provides that the District shall compensate the Property Appraiser for necessary administrative costs, and,

WHEREAS, the District and the Property Appraiser agreed to include the non-ad valorem assessments on the Notice of Proposed Property Taxes (also known as the Truth-in-Millage notice or TRIM) and,

WHEREAS, a separate agreement between the District and the Pasco County Tax Collector must be entered into that expresses the responsibility of the Pasco County Tax Collector and the District regarding the uniform method of notice, levy, collection, and enforcement of such assessments, as authorized pursuant to chapter 197, Florida Statutes before this agreement becomes serviceable.

NOW, THEREFORE, in consideration of the mutual covenants and convictions herein set forth, the parties hereby agree as follows:

1. The District will impose non-ad valorem assessments using the uniform method of levy, collection, and enforcement under the provisions of chapter 197, Florida Statutes.

2. The District agrees to reimburse the Property Appraiser for necessary administrative costs pursuant to section 197.3632 (2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, programming, and postage. For the 2025 budget year, the parties hereto agree that the District will fund the Property Appraiser's general budget in the amount of Seven Hundred Fifty Dollars (\$750.00), for administrative costs associated with the establishment of the non-ad valorem assessment district and for amending non-ad valorem district boundaries. Thereafter there will be an annual fee of One Hundred Fifty Dollars (\$150.00) for the annual inclusion on the Notice of Proposed Property taxes as defined in this agreement. Such administrative costs include but are not limited to, costs incurred for providing information to the District for the development of the non-ad valorem assessment roll pursuant to chapter 197, Florida statutes; for including information regarding the non-ad valorem assessment on the Notice of Proposed Property taxes; for providing the District with a copy of the non-ad valorem assessment roll upon request by the District so that it may be certified to the Property Appraiser in accordance with the time frame pursuant to the Florida Statutes or schedules as promulgated by the Property Appraiser. The District will be responsible for providing a copy of the non-ad valorem assessment roll to the Property Appraiser on compatible electronic medium.

3. Either party may terminate this agreement without cause upon giving the non-terminating party 30 days written notice prior to the effective date of determination. In the event that the District does not reimburse the Property Appraiser for the cost incurred as provided herein, the Property Appraiser may terminate this agreement upon (10) days written notice of his election to terminate pursuant to this section.

- a. In the event that either party terminates this agreement, the Property Appraiser shall be reimbursed a pro rata amount to adequately compensate his office for that portion of work or services performed prior to termination date.
- b. In the event funds to reimburse to the Property Appraiser for cost incurred for completion of the above referenced services become unavailable, the District may terminate this agreement upon no less than 24 hours' notice, written and delivered to the Property Appraiser.
- c. The District shall be the final authority as to the availability of funds. Notice of termination shall be sent by certified mail, return receipt requested, or shall be delivered in person with a signed proof of delivery.

Notice to the District shall be sent to: Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

Notice to the Property Appraiser shall be sent to: Mike Wells
Pasco County Property Appraiser
PO Box 401
Dade City, FL 33525-0401

A copy of any notice sent hereunder shall be sent to: Mike Fasano, Pasco County Tax Collector
PO Box 276
Dade City, FL 33526-0276

4. Waiver of breach of any provision of this agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this agreement.

5. Fees for the establishment of a non-ad valorem assessment district shall be delivered, with the signed agreement on or before *March 1, 2025. Subsequent annual fees will be due on or before March 1st of each year. All sums due from the District to the Property Appraiser will bear interest at the rate of 12 percent (12%) per annum, if delinquent, in accordance with section 218.74, Florida Statutes.

6. The term of this agreement shall commence on *January 1, 2025, and shall automatically renew thereafter for subsequent periods not to exceed one (1) year each, so long as the District is current on the payments required pursuant to Paragraph 5 of this agreement, unless terminated pursuant to Paragraph 3 of this agreement.

7. The parties shall abide by all Statutes, rules, and regulations pertaining to the levy and collection of non-ad valorem assessments, and any ordinances promulgated by the District not inconsistent with, or contrary to, the provision of chapter 197, Florida Statutes, or applicable statutes and any subsequent amendments to said Statutes.

8. The District shall be responsible for imposing non-ad valorem assessment pursuant to general and special law and all other applicable requirements relating to the establishment of non-ad valorem assessments, which are collected in the same manner as ad valorem taxes are collected.

9. The District further agrees that it will strictly follow and will be responsible for complying with the following procedures and conditions:

a. Using electronic data supplied by the Property Appraiser, the District shall determine and identify the names and addresses of the property owners, the descriptions, parcel numbers, and the amount of the assessment of the parcels subject to the non-ad valorem assessments under this agreement.

b. It will be solely at that District's expense and pursuant to the District's responsibility to develop and provide to the Property Appraiser, on electronic medium, a list of the parcels to be assessed.

c. The Property Appraiser, on the Property Appraiser's database, shall maintain the District's non-ad valorem assessment information.

d. The District shall meet the Property Appraiser's imposed deadlines and timetables as administered and determined by the Property Appraiser.

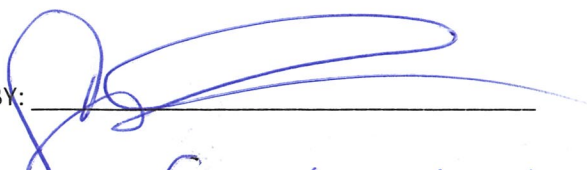
10. The Property Appraiser shall merge the non-ad valorem assessment information with the ad valorem information in such a way that property owners will receive a notice of non-ad valorem assessments on the notice of proposed property taxes in manner that will comply with section 197.3632, Florida Statutes.

11. In the event the Property Appraiser is named as a party or otherwise joined in litigation challenging non-ad valorem assessment(s) subject to this agreement, the Property Appraiser shall provide for his own legal representation and shall be entitled to reimbursement from the District for reasonable attorney fees and costs associated with such representation. Furthermore, the District shall indemnify the Property Appraiser against any claim, cause of action, or suit arising out of, or in connection with any claimed negligence action or inaction on the part of the District.

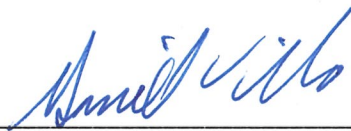
12. This agreement may not be assigned by either party without prior written consent from the non-assigning party.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed for the uses and purposes therein expressed on the day and year first above written.

VIDA'S WAY CDD

BY: 
Printed Name: Craig Wrenthell
Date: 1/23/2025

PASCO COUNTY PROPERTY APPRAISER

By: 
Printed Name: Daniel Villa
Date: 2/3/2025

*Notwithstanding the date in Paragraph 5 and Paragraph 6, this Agreement shall be effective upon execution by both parties and payment of administrative fees as stated in Paragraph 2.

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS E



Transaction # 8757652	
Cashier:	RMM
Paid By:	
VIDAS WAY COMMUNITY DEVELOPMENT DISTRICT	
PO BOX 810036	
BOCA RATON, FL 33481	
Posted Date:	02/12/2025 12:41PM
Num. Items:	1
Total Tendered:	\$700.00
Receipt #:	25-1301-001562
Status:	Complete
Batch:	1109877
Location:	Dade City
Drawer:	1301

Receipt				
Item	Details	Receipt Date	Due	Paid
Miscellaneous (Non-Ads/CDDs)	VIDAS WAY VIDEOS WAY COMMUNITY DEV FEE	02/12/2025	\$700.00	\$700.00
	Total:		\$700.00	\$700.00
Payment		Paid		
Check	Chk#010021			\$700.00
	Balance:			\$0.00

"Thank you for allowing us to serve you."

**INTERLOCAL AGREEMENT BETWEEN
VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT
AND THE PASCO COUNTY TAX COLLECTOR
REGARDING NON-AD VALOREM AND/OR SPECIAL ASSESSMENTS**

THIS INTERLOCAL AGREEMENT (the "Agreement"), made and entered into in duplicate this 13th day of February, 2024th, by and between VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT, a political subdivision of the State of Florida (hereinafter the "District"), whose address is 2300 Glades Rd, Suite 410W, Boca Raton, FL 33431 and the PASCO COUNTY TAX COLLECTOR, a constitutional officer of the state of Florida (hereinafter the "Tax Collector"), whose address is 14236 6th Street, Dade City, Florida 33523.

WITNESSETH:

WHEREAS, the District is authorized to impose special assessments for non ad valorem assessments and by Ordinance Number 24-08 adopted the 23rd day of January, 2024, has expressed its intent to use the uniform method of notice, levy, collection and enforcement of assessments (hereinafter referred to as the "Uniform Collection Method"), as authorized by Section 197.3632 and Section 190.011(14), Florida Statutes for the notice, levy, collection and enforcement of the annual District assessments; and

WHEREAS, the Uniform Collection Method, with its enforcement provisions, including the sale of tax certificates and issuance of tax deeds in the event of enforcing against any delinquencies, is believed to be a fairer methodology to collect non ad valorem assessments from a delinquent property owner than traditional lien foreclosure methodology; and

WHEREAS, the Uniform Collection Method is believed to be a more efficient manner of collection due to the fact that the assessment will be placed on the tax notice issued by the Tax Collector, thereby hopefully producing positive economic benefits to the District; and

WHEREAS, the Uniform Collection Method is believed to eliminate confusion and to

promote local government accountability; and

WHEREAS, Section 197.3632(2), Florida Statutes, provides that the District shall enter into a written agreement with the Tax Collector for reimbursement of necessary administrative costs incurred in implementing the Uniform Collection Method; and

WHEREAS, Section 197.3632(7), Florida Statutes, provides that the District shall bear all costs associated with any separate notice in the event Tax Collector is unable to merge the District's non ad valorem assessments roll with the ad valorem tax roll to produce the annual tax notice; and

WHEREAS, Section 197.3632(8)(c), Florida Statutes, provides that the District shall compensate the Tax Collector pursuant to the provisions of Section 192.091(2)(b)(2), Florida Statutes, or the Tax Collector at its option shall be compensated for collecting its non ad valorem assessments based on the actual costs of collection, whichever is greater.

NOW, THEREFORE, for and in consideration of the foregoing as well as the mutual terms, covenants and conditions herein contained, the parties do contract and agree as follows:

ARTICLE I

Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Tax Collector shall collect, and enforce the collection of, those certain non ad valorem assessments levied by the District; and to include compensation by the District to the Tax Collector, pursuant to Section 197.3632(8)(c), Florida Statutes, for any costs involved in separate mailings because of non merger of any non ad valorem assessment roll as certified by the District, pursuant to Section 197.3632(7), Florida Statutes; and to address the reimbursement of the necessary administrative costs, including but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and

enforcement duties imposed upon the Tax Collector by the Uniform Collection Method, as provided in Section 197.3632(2), Florida Statutes.

Article II

Term

The Term of this Agreement shall commence on the date that this Agreement is executed by both parties hereto and shall continue through and end on December 31, 2025. Thereafter, this Agreement shall automatically be renewed for successive periods, not to exceed one (1) year each, unless the parties hereto, prior to December 31st of any year, have negotiated and executed a subsequent written agreement providing for the continuation of such collection by the Tax Collector, under such terms and conditions as may then be imposed by said subsequent agreement. Notwithstanding the foregoing, the District shall inform the Tax Collector, as well as the Pasco County Property Appraiser and the Florida Department of Revenue, by January 10th, in any calendar year if the District intends to discontinue using, in the following calendar year, the Uniform Collection Method of collecting the non ad valorem assessments referred to in this Agreement.

ARTICLE III

Compliance With Laws And Regulations

The parties hereto shall abide by all statutes, rules and regulations pertaining to the levy and collection of non ad valorem assessments, and any ordinances promulgated by District not inconsistent with, nor contrary to, the provisions of Section 197.3632, Florida Statutes, and Section 197.3635, Florida Statutes, and any subsequent amendments to said statutes, and any rules duly

promulgated pursuant to these statutes by the Department of Revenue.

ARTICLE IV

Duties and Responsibilities of the District

The District agrees, covenants and contracts to:

- (a) Be solely responsible for imposing and levying valid non ad valorem assessments.
- (b) Indemnify and hold Tax Collector harmless from any and all claims, liability, loss damage, expense, suits, judgments, counsel fees and/or costs relating to any imposition or levy by the District hereunder.
- (c) Compensate the Tax Collector pursuant to Section 197.3632(8)(c), Florida Statutes, as opted by the Tax Collector on an annual basis during the term of this Agreement.
- (d) Reimburse Tax Collector for necessary costs for the collection and enforcement of the applicable non ad valorem assessments by the Tax Collector under the new uniform law, pursuant to Section 197.3632(2), Florida Statutes, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming.
- (e) Pay for or, alternatively, to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non ad valorem assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes.
- (f) The District, upon being timely billed, shall pay directly for necessary advertising relating to implementation of the new Uniform Collection Method pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and any applicable rules promulgated by the Department of Revenue thereunder.

(g) By July 7, of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the preliminary non ad valorem assessment roll for publication on the Notice of Proposed Property Taxes (also known as the TRIM Notice). The preliminary non ad valorem assessment roll must be submitted on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. Accompanying the preliminary non ad valorem assessment roll shall be public hearing information for inclusion on the Notice of Proposed Property Taxes. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection Method in the following calendar year.

(h) By September 15th of each calendar year, the Chairperson of the governing board of District, or his/her designee, shall officially certify to the Property Appraiser the final non ad valorem assessment roll on compatible electronic medium, tied to the property parcel identification number, and otherwise in conformance in format to that contained on the ad valorem tax rolls submitted by the Property Appraiser to the Department of Revenue. The District shall post the non ad valorem assessment for each parcel on the said non ad valorem assessment roll and shall exercise its responsibility that such non ad valorem assessment roll be free of errors and omissions. The District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10th of any year, if it intends to discontinue using the Uniform Collection Method in the following calendar year.

(i) The District agrees to cooperate with the Tax Collector to implement the Uniform Collection Method pursuant to, and consistent with, all the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor statutory provisions and all applicable rules promulgated by the Department of Revenue and their successor rules.

(j) The District agrees that, as to any cost, fee or expense to be paid or reimbursed to Tax Collector hereunder, Tax Collector may, at its option, deduct the same from any disbursement to the District.

ARTICLE V

Duties of the Tax Collector

(a) The Tax Collector shall merge all rolls, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non ad valorem assessments for the District pursuant to Section 197.3632 and 197.3635, Florida Statutes and their successor provisions, and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions, adopted by the District, so long as said ordinances and resolutions shall clearly state the District's intent to use the Uniform Collection Method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of Section 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

(b) Tax Collector shall collect the non ad valorem assessments of District as certified no later than September 15, of each calendar year on compatible electronic medium, tied to the property identification number of each parcel, and in the format used by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue and if free of errors or omissions.

(c) The Tax Collector agrees to cooperate with the District in the implementation of the Uniform Collection Method for collection and enforcing non ad valorem assessments pursuant to Section 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any such non ad valorem assessment roll that is not officially certified by the District by September 15th of each calendar year on compatible electronic medium tied to the property identification number and in the format used by the Property Appraiser on the ad valorem roll submitted to the Department of Revenue.

(d) If the Tax Collector discovers errors or omissions on such roll, he may request the District to file a corrected roll or a correction of the amount of any assessment and the District shall bear the costs of any such error or omission.

(e) If Tax Collector determines that a separate mailing is authorized pursuant to Section 197.3632(7), Florida Statutes, and any applicable rules promulgated by the Department of Revenue, and any successor provision to said law or rules, the Tax Collector shall either mail a separate notice of the particular non ad valorem assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of the delay in multiple notices. If such a separate mailing is effected, the District shall bear all costs associated with the separate mailing for the non ad valorem assessment that could not be merged, upon timely billing by the Tax Collector.

ARTICLE VI

Miscellaneous

(a) Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered or given when (i) actually received or (ii) signed for or "refused" as indicated on the postal service return receipt. Delivery may be by personal delivery, courier service, overnight courier, certified or registered mail, return receipt requested, addressed to the parties hereto at the respective addresses set out opposite their names below, or at such other addresses as they may hereafter specify by written notice delivered in accordance herewith:

To the Tax Collector:

Pasco County Tax Collector
Attn: Mike Fasano, or his successor
P.O. Box 276
Dade City, Florida 33526-0276

with a copy to:

Pasco County Property Appraiser
Attn: Mike Wells, Jr., or his successor
P.O. Box 401
Dade City, Florida 33526-0401

To the District:

Vida's Way Community Development District
Attn: _____
2300 Glades Road, Suite 410 w
Boca Raton, Florida 33431

with copy to:

Attn: _____
_____, Florida _____

(b) This Agreement may not be assigned by either party without the prior written consent from the non-assigning party.

(c) Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach, and shall not be construed to be a modification of the terms of this

Agreement.

(d) Time is of the essence of this Agreement and of each provision hereof.

(e) In the event of litigation to enforce any part of this Agreement, the prevailing party shall be entitled to recover from the other party or parties a reasonable attorneys' fee (both at the trial and appellate levels) and costs.

(f) The paragraph headings as herein used are for convenience or reference only and shall not be deemed to vary the content of this Agreement or the covenants.

(g) This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida. The designated venue for any action or lawsuit pertaining to this Agreement shall be the state courts located in Pasco County, Florida.

(h) The parties hereto agree that they have had the opportunity to consult with their respective counsels in this matter and hereby acknowledge that both have sought and received the advice of their respective counsels in connection with the meaning and import of each provision of this Agreement. As a result, both parties hereby enter into this Agreement with full understanding of the terms and conditions contained herein.

(i) This Agreement may not be amended, modified or revised unless in a written addendum signed by the authorized representatives of both parties. Any other attempt at amending, modifying or revising this Agreement shall be null, void and of no force or effect.

(j) The parties hereto represent and warrant to the other that (a) they are duly organized, qualified and existing entities under the laws of the state of Florida, and (b) all appropriate authority exists so as to duly authorize the persons executing this Agreement to so execute the same and fully bind the party on whose behalf they are executing.

(k) If any clause or provision of this Agreement is found to be illegal, invalid, or

unenforceable under present or future laws effective during the Term or any renewal period of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.

(l) This Agreement constitutes the sole and entire understanding between the parties hereto and supersedes all prior representations, agreements and understandings between the parties related to the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in duplicate for the uses and purposes expressed herein on the day and year first above written.

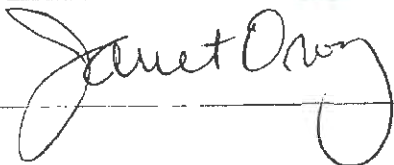
WITNESS:


Christon D. Dennis

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT**

By: 
CHAIRPERSON
2-6-2025
Date

WITNESS:

Janet Oroz


"TAX COLLECTOR"

PASCO COUNTY TAX COLLECTOR,
a constitutional officer of the state of Florida

By: 
MIKE FASANO, TAX COLLECTOR
02-13-25
Date

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS F

AGREEMENT FOR MONUMENT FOUNTAIN CLEANING & MAINTENANCE SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this 4 day of April 2025, by and between:

VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the "District"); and

BANDU, LLC, a Florida limited liability company, with a mailing address of 5202 17th Street, Zephyrhills, Florida 33542 ("Contractor").

RECITALS

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

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District has a need to retain an independent contractor to provide weekly fountain cleaning and maintenance services for monument fountains located within the District; and

WHEREAS, Contractor submitted a proposal and represents that it is qualified to provide fountain cleaning and maintenance services to the fountains located in the monuments in the District and has agreed to provide to the District those services identified in this Agreement and in **Exhibit A**, attached hereto and incorporated by reference herein ("Services"); and

WHEREAS, the District and Contractor warrant and agree that they have all right, power and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

A. The District desires that the Contractor provide professional fountain

cleaning and maintenance services within presently accepted standards. Upon all Parties signing this Agreement, the Contractor shall provide the District with the Services as shown in **Section 3** of this Agreement.

B. While providing the Services, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Services.

C. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

D. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

SECTION 3. SCOPE OF FOUNTAIN CLEANING SERVICES. The Contractor will provide weekly fountain cleaning and maintenance services for the monument fountains located within the District. The duties, obligations, and responsibilities of Contractor are to provide the material, tools, skill and labor necessary for the Services attached as **Exhibit A** on a weekly basis. To the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.

SECTION 4. MANNER OF CONTRACTOR'S PERFORMANCE. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Services by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

A. Should any work and/or services be required which are not specified in this Agreement or any addenda, but which are nevertheless necessary for the proper provision of services to the District, such work or services shall be fully performed by the Contractor as if described and delineated in this Agreement.

B. The Contractor agrees that the District shall not be liable for the payment of any work or services not included in **Section 3** unless the District, through an authorized representative of the District, authorizes the Contractor, in writing, to perform such work.

C. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment,

elements, and systems pertinent to the Contractor's services.

- (1) The District hereby designates the District Manager to act as its representative.
- (2) Upon request by the District Manager, the Contractor agrees to meet with the District's representative to walk the property to discuss conditions, schedules, and items of concern regarding this Agreement.

D. Contractor shall use all due care to protect the property of the District, its residents, and landowners from damage. Contractor agrees to repair any damage resulting from Contractor's activities and work within twenty-four (24) hours.

SECTION 5. COMPENSATION; TERM.

A. As compensation for the weekly fountain cleaning and maintenance Services described in this Agreement, the District agrees to pay the Contractor **One Thousand Three Hundred Fifty Dollars (\$1,350.00) per month**. The initial term of this Agreement shall be from April 1, 2025, through September 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.

B. If the District should desire additional work or services, or to add additional areas to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the Parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the Parties and agreed to in writing.

C. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, materialmen, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

D. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 6. INSURANCE.

A. The Contractor shall maintain throughout the term of this Agreement the following insurance:

- (1)** Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2)** Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - (i)** Independent Contractors Coverage for bodily injury and property damage in connection with any subcontractors' operation.
- (3)** Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- (4)** Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

B. The District, its staff, consultants and supervisors shall be named as additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

- C. If the Contractor fails to have secured and maintained the required insurance, the District has the right but not the obligation to secure such required insurance in which event the Contractor shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION 7. INDEMNIFICATION.

- A. Contractor agrees to defend, indemnify, and hold harmless the District and its officers, agents, employees, successors, assigns, members, affiliates, or representatives from any and all liability, claims, actions, suits, liens, demands, costs, interest, expenses, damages, penalties, fines, judgments against the District, or loss or damage, whether monetary or otherwise, arising out of, wholly or in part by, or in connection with the Services to be performed by Contractor, its subcontractors, its employees and agents in connection with this Agreement, including litigation, mediation, arbitration, appellate, or settlement proceedings with respect thereto. Additionally, nothing in this Agreement requires Contractor to indemnify the District for the District's percentage of fault if the District is adjudged to be more than 50% at fault for any claims against the District and Contractor as jointly liable parties; however, Contractor shall indemnify the District for any and all percentage of fault attributable to Contractor for claims against the District, regardless whether the District is adjudged to be more or less than 50% at fault.
- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorneys' fees, paralegal fees, expert witness fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings), any interest, expenses, damages, penalties, fines, or judgments against the District.

SECTION 8. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth 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 such limitations of liability or by operation of law.

SECTION 9. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances. If the Contractor fails to 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 action of the Contractor or any of its agents, servants, employees, or materialmen, or with

respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION 10. LIENS AND CLAIMS. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy such claim or lien within three (3) business days after the filing of notice thereof, the District, in addition to any and all other remedies available under this Agreement, may terminate this Agreement to be effective immediately upon the giving of notice of termination.

SECTION 11. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 12. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 13. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 14. TERMINATION. The District agrees that the Contractor may terminate this Agreement with cause by providing thirty (30) days' written notice of termination to the District stating a failure of the District to perform according to the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days' written notice of termination without cause. Upon any termination

of this Agreement, the Contractor shall be entitled to payment for all work and/or services rendered up until the effective termination of this Agreement, subject to whatever claims or off-sets the District may have against the Contractor.

SECTION 15. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

SECTION 16. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement without the prior written approval of the other. Any purported assignment without such approval shall be void.

SECTION 17. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

SECTION 18. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 19. ENFORCEMENT OF AGREEMENT. A default by either Party under this Agreement shall entitle the other Party to all remedies available at law or in equity. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 20. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the Parties relating to the subject matter of this Agreement. None of the provisions of **Exhibit A** shall apply to this Agreement and **Exhibit A** shall not be incorporated herein, except that **Exhibit A** is applicable to the extent that it states the scope of services for the labor and materials to be provided under this Agreement.

SECTION 21. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both Parties.

SECTION 22. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the Parties, the Parties have complied with all the requirements of law, and the Parties have full power and authority to comply with the terms and provisions of this Agreement.

SECTION 23. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notice" or "Notices") shall be in writing and shall be hand delivered, mailed by First Class Mail, postage prepaid, or sent by overnight delivery service, to the Parties, as follows:

A. If to District: Vida's Way Community Development
District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

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

B. If to the Contractor: Bandu, LLC
5202 17th Street
Zephyrhills, Florida 33542
Attn: _____

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

SECTION 24. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the Parties hereto and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding

upon the Parties hereto and their respective representatives, successors, and assigns.

SECTION 25. CONTROLLING LAW AND VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

SECTION 26. COMPLIANCE WITH PUBLIC RECORDS LAWS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Daphne Gillyard** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 27. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 28. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the Parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are each

deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 29. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g. via PDF) of an original signature, or signatures created in a digital format.

SECTION 30. E-VERIFY. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 31. COMPLIANCE WITH SECTION 20.055, FLORIDA STATUTES. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 32. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("Public Integrity Laws") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain

criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("Prohibited Criteria").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

SECTION 33. ANTI-HUMAN TRAFFICKING STATEMENT. The Contractor does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes*, and the Contractor has complied, and agrees to comply, with the provisions of Section 787.06, *Florida Statutes*.

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

**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**

DocuSigned by:

Brady Lefere

9549596DC71D4FB...

Chair/Vice Chair, Board of Supervisors

BANDU, LLC



By: ROBERT BALDWIN

Its: OWNER

Exhibit A: Description of Services

Exhibit A
Description of Services

Bandu LLC.

5202 17th st
Zephyrhills, FL
33542
7278081010
Banduilk@yahoo.com

SWIMMING POOL MAINTENANCE
AND CLEANING QUOTE.
EST0114
DATE
Apr 2, 2025
TOTAL
USD \$1,350.00

TO
Vida's Way by Pulte Homes

DESCRIPTION	RATE	QTY	AMOUNT
Entry fountain cleaning and maintenance proposal. Cleaning the fountain twice a week on Tuesday and Thursday. Chemicals are included and we will check chems on the weekend. All repairs are \$125/hour plus parts. All repairs will be done only with management approval. Cleaning service fee will be \$1350/month.	\$1,350.00	1	\$1,350.00
TOTAL			USD \$1,350.00

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS G

ADDENDUM TO PROPOSAL BETWEEN THE VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) AND ARCHITECTURAL FOUNTAINS, INC. (“CONTRACTOR”) FOR FOUNTAIN MAINTENANCE SERVICES

District:	Vida’s Way Community Development District	Contractor:	Architectural Fountains, Inc.
Mailing Address:	2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Mailing Address:	2010 28 th Street North St. Petersburg, Florida 33713
Phone:	(561) 571-0010	Phone:	(727) 323-6068

The following provisions govern proposal, dated April 8, 2025, submitted by the Contractor, and attached hereto as **Exhibit A** (hereinafter referred to as the “Proposal,” and as modified by this Addendum, the “Agreement”) for fountain maintenance services:

1. Compensation due from the District for the services shall total Three Hundred Fifty Dollars (\$350.00) per service (six services per year) for an annual total of Two Thousand One Hundred Dollars (\$2,100.00). The District shall be invoiced upon completion of the services and acceptance by the District. Payment shall be made, and invoices shall be rendered in accordance with Florida’s Prompt Payment Act, sections 218.70 through 218.80, *Florida Statutes*. Any increases in price must be approved in writing by the District.
2. The Contractor or any subcontractor performing the work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:
 - a. Workers’ Compensation Insurance in accordance with the laws of the State of Florida.
 - b. Commercial General Liability Insurance covering the Contractor’s legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability, including Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors’ operation.
 - c. If any automobiles are to be used on the District’s property, Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants, agents, and supervisors shall be named as additional insureds (for all coverages except workers’ compensation coverage). The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

3. The Contractor and the District agree that this Agreement shall be effective upon the execution of this Agreement and shall remain effective for a term of one (1) year; with the option for three (3) additional, one (1)-year renewals, upon the written agreement of the Contractor and the District.
4. To the extent that the Contractor provides any materials or workmanship under this Agreement to the District, the Contractor warrants to the District that the materials that are furnished under this Agreement shall be new, and that the workmanship and materials shall be of good quality, and free from faults and defects. If any such workmanship or materials are found to be defective, deficient, or not in accordance with the Agreement, and without intending to limit any other remedies, the Contractor shall correct, remove, and replace such workmanship or materials promptly at the Contractor’s expense after receipt of a written notice from the District. To the extent that manufacturers’ warranties are available, such manufacturers’ warranties shall extend for the duration of their respective terms, and the Contractor hereby assigns all manufacturers’ warranties, if any, to the District, and shall

provide evidence of the same. None of the warranties set forth herein shall cover abuse or abnormal damage occurring after completion of the services and not as a result of the acts or omissions of Contractor (or manufacturers, as applicable). In addition to all manufacturers' warranties for materials purchased for purposes of this Agreement, which Contractor shall assign to the District, the Services, all labor, and materials provided by the Contractor pursuant to this Agreement shall be warranted for workmanship for a period of ninety (90) days after final completion and acceptance by the District.

5. Contractor shall use reasonable care in performing the services and shall be responsible for any harm of any kind to persons or property resulting from Contractor's actions or inactions. Contractor shall defend, indemnify, and hold harmless the District and the District's officers, staff, representatives, and agents, from any and all liabilities, damages, claims, losses, costs, or harm of any kind, including, but not limited to, reasonable attorney's fees, paralegal fees and expert witness fees and costs, to the extent caused, wholly or in part, by any acts or omissions of the Contractor and persons employed or utilized by the Contractor in the performance of the Agreement.
6. In all matters relating to the Agreement, the Contractor shall be acting as an independent contractor. Neither the Contractor nor employees of the Contractor, if any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of the Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity.
7. In performing its obligations under the Agreement, Contractor and each of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor shall comply with, and all services rendered shall comply with, all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment, and other property.
8. Contractor agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, *Florida Statutes* or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.
9. The Agreement may be terminated immediately by the District for cause, or for any or no reason upon 30 days written notice by either party. Contractor shall not be entitled to lost profits or any other damages of any kind resulting from any such termination by the District, provided however that Contractor shall be entitled to payment for any work provided through the effective date of termination, subject to any offsets.
10. Contractor understands and agrees that all documents of any kind provided to the District in connection with the Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Kristen Suit** ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

11. The Contractor shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, Florida Statutes.

If the Contractor anticipates entering into agreements with a subcontractor for the Work, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request.

In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity.

12. The Contractor agrees to comply with Section 20.055(5), Florida Statutes, to cooperate with the inspector general in any investigation, audit, inspection, review or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
13. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.
14. Contractor certifies it: (i) is not in violation of Section 287.135, Florida Statutes; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.
15. To the extent any of the provisions of this Addendum are in conflict with the provisions of the Proposal, this Addendum controls.

ARCHITECTURAL FOUNTAINS, INC.

Signed by:

Caitlin Stack

4415A7B1542F497...

~~Caitlin Stack~~

By: _____

Its: _____

Date: 4/25/2025, 2025

VIDA'S WAY COMMUNITY DEVELOPMENT

DocuSigned by:

Brady Lefere

9549596DC71D4FB...

Chair/Vice Chair, Board of Supervisors

Date: 4/25/2025, 2025

Exhibit A: Proposal

EXHIBIT A

Proposal

Docusign Envelope ID: 17EB47CF-8A44-43E0-BA1F-7DBE6EE62717



VIDAS WAY
33247 LEGACY LAND LANE
WESLEY CHAPEL, FL 33545

4/8/2025

REFERENCE: 2025 MAINTENANCE AGREEMENT FOR THREE FOUNTAINS

THIS CONTRACT IS FOR A PERIOD OF TWELVE MONTHS EFFECTIVE APRIL 2025 ROLLING OVER EACH YEAR UNLESS TERMINATED BY EITHER PARTY OR UPDATED WITH INCREASES / NEW TERMS

THIS SERVICE WILL BE PERFORMED ONCE EVERY OTHER MONTH, SIX TIMES PER YEAR.

1. CLEAN SUCTION SCREENS TO REMOVE ALL TRASH AND ALGAE.
2. CLEAN LIGHTS, FLOATS, AND NOZZLES.
3. CHECK ALL ELECTRICAL EQUIPMENT AND RESET TIME CLOCKS IF NEEDED.
4. REPLACE ALL EXPIRED LIGHT BULBS AND LENSES. [BULBS AND LENSES AT ADDITIONAL COST TO OWNER]

TOTAL COST PER SERVICE: \$350.00

TOTAL COST PER YEAR: \$2,100.00

TERMS: UPON COMPLETION

*INVOICES TURN OVER TO NEW MANAGEMENT COMPANIES.

*IN THE EVENT THE PROPERTY SWITCHES, IT IS THE CUSTOMER'S RESPONSIBILITY TO NOTIFY ARCHITECTURAL FOUNTAINS OF MANAGEMENT COMPANY CHANGES.

AUTHORIZED SIGNATURE
CAITLIN STACK

Signed by

4415A7B15A2F49T

Acceptance of contract-The above prices, specifications and conditions are satisfactory and are hereby accepted. This contract can be cancelled at any time with a written 30-day notice provided by certified mail from customer or contractor. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance: _____ Signature _____

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS H

AGREEMENT FOR POND MAINTENANCE SERVICES

THIS AGREEMENT (the “**Agreement**”) is made and entered into this 8th day of January 2025 by and between:

VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and whose mailing address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”); and

STEADFAST ENVIRONMENTAL, LLC, a Florida limited liability company, with a mailing address of 30345 Commerce Drive, Suite 102, San Antonio, Florida 33576 (the “**Contractor**,” together with District, the “**Parties**”).

RECITALS

WHEREAS, the District was established pursuant to Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to, stormwater management improvements; and

WHEREAS, the District currently owns, operates, and maintains stormwater management ponds within the boundary of the District (the “**Ponds**”); and

WHEREAS, the District desires to retain an independent contractor to provide maintenance services for the Ponds; and

WHEREAS, the Contractor represents that it is capable, willing, and able to provide the pond maintenance services, and desires to contract with the District to do so in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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

SECTION 2. DESCRIPTION OF WORK AND SERVICES.

- A.** The Contractor agrees to provide the labor, materials, and services necessary for the provision of the pond maintenance services described in the attached **Exhibit A**, which is incorporated herein by reference (the “**Services**”). **Exhibit A** is attached solely for the purpose of clarifying the scope of Services to be provided to the District; to the extent any of the provisions of this Agreement are in conflict with the provisions of **Exhibit A**, this Agreement controls.
- B.** Contractor shall be solely responsible for the means, manner, and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District and in accordance with this Agreement. Contractor shall use industry best practices and procedures when carrying out the Services. Any additional compensation for additional services shall be paid only as negotiated between the parties and upon the written authorization of the District.
- C.** This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, ordinances and regulations affecting the provision of the Services.
- D.** The Contractor shall report directly to the District’s Designee who shall be the District Manager. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage and shall follow and be responsible for the provision of the Services. Contractor agrees to repair any damage resulting from Contractor’s activities and work within twenty-four (24) hours.

SECTION 3. COMPENSATION; TERM.

- A.** As compensation for the completion of the Services, the District agrees to pay the Contractor **Four Hundred Fifteen Dollars (\$415.00) per month for a not-to-exceed annual total of Four Thousand Nine Hundred Eighty Dollars (\$4,980.00)**, which amount includes all labor, materials and services necessary to complete the Services, as more specifically set forth in **Exhibit A**.
- B.** The term of this Agreement shall be from the effective date through September 30, 2025, unless terminated earlier by either party in accordance with the provisions of this Agreement. Thereafter, this Agreement shall be automatically renewed for additional one (1) year terms, unless written notice is provided by either Party thirty (30) days prior to the expiration of the Agreement. Any change in compensation or the scope of services must be approved in writing by the parties.
- C.** If the District should desire additional work or services, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon

successful negotiations, the parties shall agree in writing to a work order, addendum, addenda, or change order to this Agreement.

- D.** The District may require, as a condition precedent to making any payment to the Contractor that all material men, suppliers or laborers be paid and require evidence, in the form of Lien Releases or partial Waivers of Lien, to be submitted to the District by those subcontractors, material men, suppliers or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.
- E.** The Contractor shall maintain records conforming to usual accounting practices. Further, the Contractor agrees to render an invoice to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. This invoice is due and payable within thirty (30) days of receipt by the District. The invoice shall include such supporting information as the District may reasonably require the Contractor to provide.

SECTION 4. INSURANCE.

- A.** Contractor shall, at its own expense, maintain insurance during the performance of its Services under this Agreement, with limits of liability not less than the following:

Workers Compensation	statutory
General Liability	
<i>Bodily Injury (including contractual)</i>	\$1,000,000
<i>Property Damage (including contractual)</i>	\$1,000,000
Automobile Liability	
<i>Bodily Injury and Property Damage</i>	\$1,000,000
Pollution Liability	\$2,000,000

- B.** The District, its staff, consultants, agents, employees, and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverages, as certified, shall not be effective within

thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

SECTION 5. INDEPENDENT CONTRACTOR. It is understood and agreed that at all times the relationship of Contractor and its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor to the District is the relationship of an independent contractor and not that of an employee, agent, joint venturer or partner of the District. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the District and Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor. The parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall hire and pay all of Contractor's employees, agents, subcontractors or anyone directly or indirectly employed by Contractor, all of whom shall be employees of Contractor and not employees of the District and at all times entirely under Contractor's supervision, direction and control.

In particular, District will not: i) Withhold FICA (Social Security) from Contractor's payments; ii) Make state or federal unemployment insurance contributions on Contractor's behalf; iii) Withhold state or federal income tax from payment to Contractor; iv) Make disability insurance contributions on behalf of Contractor; or v) Obtain workers' compensation insurance on behalf of Contractor.

SECTION 6. COMPLIANCE WITH LAWS, ORDINANCES AND REGULATIONS. In performing its obligations under this Agreement, Contractor and each of its employees, agents, subcontractors or anyone directly or indirectly employed by Contractor shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction, including all laws, regulations and rules relating to immigration and/or the status of foreign workers. Contractor shall initiate, maintain, and supervise all safety precautions and programs in connection with its obligations herein. Contractor shall ensure that all of Contractor's employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor observe Contractor's rules and regulations of safety and conduct. Contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury or loss to all of its employees, agents and subcontractors performing its obligations herein and other persons who may be affected, and any material, equipment and other property. Contractor shall remedy all damage or loss to any property caused in whole or in part by Contractor, its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor, or by anyone for whose acts Contractor may be liable. Contractor shall

indemnify District for all damage or losses it may incur or be exposed to because of Contractor or any of its employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor's failure to comply with the provisions contained herein.

SECTION 7. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 8. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorney's fees and costs for trial, alternative dispute resolution, or appellate proceedings.

SECTION 9. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.

SECTION 10. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

SECTION 11. NOTICES. All notices, requests, consents, and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to Contractor: Steadfast Environmental, LLC
30435 Commerce Drive, Suite 102
San Antonio, Florida 33576
Attn: Joseph C. Hamilton

B. If to District: Vida's Way Community
Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue

Tallahassee, Florida 32301
Attn: District Counsel

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

SECTION 12. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Contractor as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Contractor.

SECTION 13. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Contractor and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Contractor any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Contractor and their respective representatives, successors, and assigns.

SECTION 14. ASSIGNMENT. Neither the District nor the Contractor may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

SECTION 15. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

SECTION 16. INDEMNIFICATION.

A. Contractor, its employees, agents and assigns shall defend, hold harmless and

indemnify the District and its supervisors, officers, staff, employees, representatives and agents against any claims, damages, liabilities, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the acts or omissions of Contractor, and other persons employed or utilized by Contractor in the performance of this Agreement or the Services performed hereunder.

- B. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 18. TERMINATION. The District agrees that the Contractor may terminate this Agreement for cause by providing thirty (30) days written notice of termination to the District; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. The Contractor agrees that the District may terminate this Agreement immediately for cause by providing written notice of termination to the Contractor. The District shall provide thirty (30) days written notice of termination without cause. Upon any termination of this Agreement, the Contractor shall be entitled to payment for all services rendered up until the effective termination of this Agreement, subject to whatever claims or off sets the District may have against the Contractor as the sole means of recovery for termination.

SECTION 19. PUBLIC RECORDS. Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Contractor acknowledges that the designated public records custodian for the District is **Clifton Fischer** ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Contractor shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet

all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Contractor, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

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

SECTION 20. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 22. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. None of the provisions of Exhibit A shall apply to this Agreement and Exhibit A shall not be incorporated herein, except that Exhibit A is applicable to the extent that it states and clarifies the scope of Services for the labor and materials to be provided under this Agreement.

SECTION 23. E-VERIFY REQUIREMENTS. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, to the extent required by Florida Statute, Contractor shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.09(1), *Florida Statutes*. By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

SECTION 24. COMPLIANCE WITH SECTION 20.055, *FLORIDA STATUTES*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

SECTION 25. STATEMENT REGARDING CHAPTER 287 REQUIREMENTS. Contractor acknowledges that, in addition to all Laws and Regulations that apply to this Agreement, the following provisions of Florida law ("**Public Integrity Laws**") apply to this Agreement:

- A. Section 287.133, *Florida Statutes*, titled *Public entity crime; denial or revocation of the right to transact business with public entities*;
- B. Section 287.134, *Florida Statutes*, titled *Discrimination; denial or revocation of the right to transact business with public entities*;
- C. Section 287.135, *Florida Statutes*, titled *Prohibition against contracting with scrutinized companies*;
- D. Section 287.137, *Florida Statutes*, titled *Antitrust violations; denial or revocation of the right to transact business with public entities; denial of economic benefits*; and
- E. Section 287.138, *Florida Statutes*, titled *Contracting with entities of foreign countries of concern prohibited*.

Contractor acknowledges that the Public Integrity Laws prohibit entities that meet certain criteria from bidding on or entering into or renewing a contract with governmental entities, including with the District ("**Prohibited Criteria**").

Contractor acknowledges that the District may terminate this Agreement if the Contractor is found to have met the Prohibited Criteria or violated the Public Integrity Laws.

Contractor certifies that in entering into this Agreement, neither it nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity, meets any of the Prohibited Criteria, and in the event such status changes, Contractor shall immediately notify the District. By entering into this Agreement, Contractor agrees that any renewal or extension of this Contract shall be deemed a recertification of such status.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

Attest:

**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Suit

Secretary / Assistant Secretary

Brady Lefere

Chairperson, Board of Supervisors

Witness:

STEADFAST ENVIRONMENTAL, LLC

Preston Phipps

Signature of Witness

By: *Kevin Riemensperger*

Preston Phipps

Print Name

Print Name: *Kevin Riemensperger*

Title: *Aquatics Director*

Exhibit A: Scope of Services

EXHIBIT A
Scope of Services

2025 **STEADFAST**
ENVIRONMENTAL




VIDA'S WAY

Pulte Group
Proposal for Pond Maintenance:
Vida's Way Community Development District
Legacy Lands Ln, Wesley Chapel, FL 33545





Steadfast
Environmental Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

1/3/2025

Pulte Group

2662 S Falkenburg Rd, Riverview, FL 33578

Attn: Melisa Sgro

We greatly appreciate the opportunity to bid on this project for you. Attached is the agreement for waterway services at Vida's Way Community Development District.

Program to consist of areas #1-4 as indicated on attached map. Area to be serviced measures 5,957 LF & 12.14 AC.

Occurrence: 2 events/month

Annual Cost: \$4,980.00

(\$415.00 per month)

Special services can also be provided outside of the routine monthly maintenance at the Boards request. These will be proposed on separate estimates outside of the monthly maintenance service agreement.

We pride ourselves on providing the highest level of service in the industry and look forward to the opportunity of exceeding your expectations!

Respectfully yours,

Joseph Hamilton

Steadfast Environmental, LLC.
Joseph C. Hamilton, Owner/Operator



Steadfast
Environmental Division
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San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com

Maintenance Contract

Aquatic Maintenance Program

1. **Algaecide Application:** John Deere Gators, equipped with dual spray-tank systems and outfitted with extendable hose reel will be utilized to carry out topical & subsurface applications of algaecide approved for controlling filamentous, planktonic, & cyanobacterial algae growth in accordance with regulations defined by the Florida Department of Agriculture and Consumer Services. Technicians will utilize easements to access CDD owned property around the pond bank. Applications cover surface waters 7 feet from the shoreline and 2 feet below the surface; up to the high-water mark/edge. Treatment events will occur as listed per month, spaced evenly (pending weather) with additional services available on request.¹
2. **Herbicide Application:** Utilization of EPA approved herbicides to target invasive/emergent nuisance grasses/brush (vegetation) as defined by Florida Exotic Pest Plant Council; including category 1 & 2 species. Carried out in accordance to regulations defined by Florida Department of Agriculture and Consumer Services. Applications will cover surface waters 5 feet from the shoreline and include vegetation above the water's surface. Along shoreline areas & littoral zones; up to the high-water mark/edge. Treatment events to occur with the same frequency of algaecide applications.²
3. **Submersed Vegetation Control:** Submersed Vegetation Control: Treatments with EPA approved herbicides for the removal of submersed vegetation & otherwise undesired aquatic weeds, as defined by Florida Exotic Pest Plant Council. Including, but not limited to both non-native & nuisance species such as Tapegrass, Dwarf Babytears, Chara, etc. Applications to cover entirety of ponds equal to or lesser than 1 surface acre. In ponds greater than 1 surface acre, applications to cover waters 10 feet from shoreline areas & littoral zones, with additional treatment to be provided as a separate proposal at an additional cost.
4. **Debris Collection:** Collection of "litter" items along the shoreline, within reach or up to 1 ft below the surface, during routine maintenance visitations. Individual items to be removed are limited to non-natural materials, such as plastics, Styrofoam, paper, aluminum. Oversized items such as household appliances or large construction debris items are not included in this service; but will instead be logged and brought to the attention of the CDD board. An estimate can be provided to remove these large items on a case-by-case basis. The collection of significant/sudden or profuse influx of debris items may be subject to a mobilization fee.
5. **Pond Dye Application:** Available on request. If so desired, applications of pond dye can be done to enhance aesthetics. Offered in black and hues of blue.
6. **Outflow Inspections:** Water Outflow / Drainage System Inspection: At the commencement of the contract, the Steadfast Environmental will require notification of known drainage issues. Throughout the contract, outflow structures will be inspected regularly to insure proper drainage/functionality.³

Enhancement Services: Not included as part of the routine maintenance scope. These services can be provided as a separate proposal at an additional cost if desired

1. **Physical & Mechanical Removals of Invasive/Exotic Vegetation** – Utilization of crews with handheld cutting equipment to flush cut, remove and dispose of vegetation off-site. Alternative method of heavy machinery to mulch in-place vegetation within the conservation buffer zones. Buffer zones lie in between the wetland jurisdiction line and the sod of resident properties and common area.
2. **Planting of Native & Desirable, Low-lying Aquatic Vegetation** – Installation of Florida-native flora to improve aesthetics & assist in the control of aquatic algae. Bare root installation as well as container grown plants are available.
3. **Aquatic Fountain & Aeration Installation** – Installation of aquatic fountains to improve the aesthetics of ponds. Installation of bottom diffused aeration to circulate water and to increase its oxygen content to reduce algal growth, while also improving the health of a pond's fish, allowing for better insect control.
4. **Native Fish Stocking** – Stocking of Florida-native species such as Bluegill, Redear Sunfish/Shell Crackers, Gambusia will greatly impact the populations of mosquito and midge fly larvae in your waterway. Seasonal availability will affect pricing for stocking different varieties of fish.
5. **Triploid Grass Carp Stocking** – Introduction of sterile Grass Carp as a biological control of submersed aquatic plant/weed species.
6. **Excess Trash/Oversize Object Collection Visits** – Proposals to remove excess debris from heavy construction, bizarre & oversize items that may make their way into your lakes and ponds.
7. **Seasonal Midge Fly Treatments** – Applications of larvicide for the control of Midge Fly larvae. This is done twice a year to control and maintain Midge Fly populations. Most effective in summer (April-June) and fall (September-October).

¹These services to be performed at Steadfast Environmental's discretion, and for the success of the aquatic maintenance program. ² There may be light regrowth following a treatment event. This growth will be addressed during the following treatment event, or in extreme cases by service request. ³ Herbicide applications may be reduced during the rainy season in anticipation of significant rain/wind events to avoid damaging submerged stabilizing grasses, and to prevent leaving a ring of dead grasses on the upper bank. ⁴ Identification of improper drainage or damaged outflow structures does not imply responsibility for repairs. Responsibility for repairs is not included in the scope of work.



Steadfast
Environmental Division
30435 Commerce Drive, Suite 102
San Antonio, FL 33576
844-347-0702 | office@steadfastalliance.com



Vida's Way

33247 Legacy Lands Ln, Wesley Chapel, FL 33545

Gate Code:



Agreement

The contract will run for one year starting _____. If upon expiration of this agreement, both parties have not signed a new contract, this contract shall automatically be renewed for a one-year term. Changes to contract prices shall be in writing and agreed upon by both parties.

The goal of this contract is that upon completion of each visit to the client, the aquatic appearance shall be maintained to the highest reasonable standard possible given the nature of the property and its individual condition.

Steadfast Contractors Alliance, LLC. / Steadfast Environmental, here after referred to contractor, agrees to furnish all supervision, labor, materials, supplies, and equipment to perform the work hereinabove. Proof of insurance and necessary licenses will be provided if requested by client. Contractor will also provide workman's compensation and proof thereof on employees if requested by client.

The contract does not attempt to address damage caused by vandalism, floods, hurricanes, poor drainage, or other incidents beyond the control of the contractor. The contractor will endeavor to address such contingencies upon client's request by separate agreement.



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San Antonio, FL 33576
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Compensation

Contractor shall be paid monthly. On the first (1st) day of the month, the Contractor shall tender to the Customer and bill or invoices for those services rendered during the current month which shall be paid by the Customer by the first day of the following month.

Conditions:

This contract is for a period of (12) twelve months. This agreement shall remain in force for a period of 1 year. If, upon expiration of this agreement, a new agreement has not been executed by both parties, this agreement shall automatically be renewed for a period of 1 year from the date of expiration of the previous term at the annual fees stated with the addition of a 3.5% cost of living increase. Either party may cancel this contract, with or without cause, with a thirty (30) day written notice by certified mail.

No Finance Charge will be imposed if the total of such purchases is paid in full within 30 days of invoice date. If not paid in full within 30 days, then a FINANCE CHARGE will be imposed from the invoice date on the balance of purchases at a periodic rate of 1 1/2 % per month (18% Annual) until paid and Steadfast Contractors Alliance, LLC. / HC Property Maintenance, LLC, DBA Steadfast, shall have the right to elect to stop work under this Contract until all outstanding amounts, including Finance Charges, are paid in full. Payments will be applied to the previously billed Finance Charges, and thereafter, in order, to the previous invoices and finally to the New Invoices. In the event, any or all the amounts due under this Agreement are collected by or through an attorney, the Purchaser/Owner agrees to pay all reasonable attorneys' fees.

Utilities Usage: The Client shall allow the Contractor usage of utilities if needed.

Fuel Surcharge: For purposes of this agreement, the standard price for (1) gallon of regular unleaded fuel shall be specified as the Florida average price per the Florida Attorney General's office. In the event that the average price is escalated over that of \$4.00 per gallon, a 3% fuel surcharge shall be added to each invoice. The 3% fuel surcharge will be suspended from all future invoices when the average gallon price drops below that of \$4.00 per gallon, however, the charge may again be implemented in the future invoices should the average gallon price again escalates over the established \$4.00 base price.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases the Contractor's costs associated with providing the services under this Agreement, the Contractor reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Contractor must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.

This contract is withdrawn unless executed within ninety (90) days of the date of this document.

Thank you for the opportunity to submit this contract. We look forward to becoming part of your team.

By signing this Agreement in the space provided below, the undersigned Client signatory hereby represents and confirms that it has full power and authority to enter this Agreement on its own behalf and on behalf of the record owner of the service area, and that this Agreement is a legally binding obligation of the undersigned and the record owner of the service area.

In witness, whereof the parties to this agreement have signed and executed it this _____ day of _____ 2025.

Lee Smith
Steadfast Representative
Account Manager
Title

Signature of Owner or Agent

Title

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS II

**AGREEMENT BETWEEN SR LANDSCAPING, LLC, AND
VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPE MAINTENANCE SERVICES**

This agreement (the “Agreement”) is made and entered into this 19th day of November, 2024 by and between:

VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

SR LANDSCAPING, LLC, a Delaware limited liability company, with a mailing address of 5100 West Kennedy Boulevard, Suite 325, Tampa, Florida 33609 (the “Contractor” together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established by ordinance of the Board of County Commissioners of Pasco County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, including surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the District desires to enter into an agreement with an independent contractor to provide landscape maintenance services for certain lands within and around the District; and

WHEREAS, Contractor, who submitted the proposal in **Composite Exhibit A** and incorporated by reference herein, represents that it has the skills, knowledge and ability to provide such landscape maintenance services to the District in accordance with the terms of this Agreement; and

WHEREAS, the District and Contractor warrant and agree that they have all right, power, and authority to enter into and be bound by this Agreement.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the District and Contractor (collectively, referred to as the “Parties”), the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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

Section 2. Services to be Performed by Contractor. The District agrees to pay Contractor for the work (the “Work”) described in **Composite Exhibit A** (**Composite Exhibit A** includes the proposal submitted by the Contractor and detailed scope of work) and as depicted in the Maintenance Exhibit attached as **Exhibit B**. Contractor shall perform the Work for a term of one (1) year with the option to renew for two (2) additional one (1) year periods, unless terminated earlier as provided in this Agreement.

a. If the District should desire additional work or services, or to add additional lands to be maintained, the Contractor agrees to negotiate in good faith to undertake such additional work or services. Upon successful negotiations, the parties shall agree in writing to an addendum, addenda, or change order to this Agreement. The Contractor shall be compensated for such agreed additional work or services based upon a payment amount acceptable to the parties and agreed to in writing.

b. While providing the Work, the Contractor shall assign such staff as may be required, and such staff shall be responsible for coordinating, expediting, and controlling all aspects to assure completion of the Work.

c. The Contractor shall provide the Work as shown in **Composite Exhibit A** of this Agreement. Contractor shall solely be responsible for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District.

d. This Agreement grants to Contractor the right to enter the lands that are subject to this Agreement, for those purposes described in this Agreement, and Contractor hereby agrees to comply with all applicable laws, rules, and regulations.

e. The Contractor agrees, as an independent contractor, to undertake work and/or perform such services as specified in this Agreement or any addendum executed by the Parties or in any authorized written work order by the District issued in connection with this Agreement and accepted by the Contractor. All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. The performance of the Work by the Contractor under this Agreement and related to this Agreement shall conform to any written instructions issued by the District.

Section 3. Billing and Payment. As compensation for the Work, the District agrees to pay Contractor for the Work, a not to exceed sum of Fifty-Six Thousand Dollars (\$56,000.00) per year, as detailed in **Composite Exhibit A**, payable in monthly installments of Four Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$4,666.67), unless terminated earlier, as provided in this Agreement. If the District requests the optional, electable services as listed below in **Composite Exhibit A**, the Contractor agrees to provide those services at the rates listed on **Composite Exhibit A**.

a. The Contractor shall maintain records conforming to usual accounting practices. As soon as may be practicable at the beginning of each month, the Contractor shall invoice the District for all services performed in the prior month and any other sums due to the Contractor. The District shall pay the invoice amount within thirty (30) days after the invoice date. The Contractor may cease performing services under this Agreement if any payment due hereunder is not paid within thirty (30) days of the invoice date. Each monthly invoice will include such supporting information as the District may reasonably require the Contractor to provide.

b. The District may require, as a condition precedent to making any payment to the Contractor that all subcontractors, material men, suppliers or laborers be paid and require evidence, in the form of lien releases or partial waivers of lien, to be submitted to the District by those subcontractors, material men, suppliers, or laborers, and further require that the Contractor provide an Affidavit relating to the payment of said indebtedness. Further, the District shall have the right to require, as a condition precedent to making any payment, evidence from the Contractor, in a form satisfactory to the District, that any indebtedness of the Contractor, as to services to the District, has been paid and that the Contractor has met all of the obligations with regard to the withholding and payment of taxes, Social Security payments, Workmen's Compensation, Unemployment Compensation contributions, and similar payroll deductions from the wages of employees.

Section 4. Care of the Property. Contractor shall use all due care to protect the property of the District, its residents and landowners from damage. Contractor agrees to repair or replace, to the District's satisfaction, any damage resulting from Contractor's activities and work within twenty-four (24) hours. In the event Contractor does not repair or replace the damage to District's satisfaction, Contractor shall be responsible for reimbursing District for such damages.

Section 5. Insurance. The Contractor or any subcontractor performing the Work described in this Agreement shall maintain throughout the term of this Agreement the following insurance:

- (1) Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- (2) Commercial General Liability Insurance covering the Contractor's legal liability for bodily injuries, with limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage liability, and covering at least the following hazards:
 - Independent Contractors Coverage for bodily injury and property damage in connection with subcontractors' operation.
- (3) Employer's Liability Coverage with limits of at least One Million and No/100 Dollars (\$1,000,000.00) per accident or disease.
- (4) Automobile Liability Insurance for bodily injuries in limits of not less than One Million and No/100 Dollars (\$1,000,000.00) combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Contractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The District, its staff, consultants and supervisors shall be named as an additional insured. The Contractor shall furnish the District with the Certificate of Insurance evidencing compliance with this requirement. No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII.

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

Section 6. Independent Contractor. The District and Contractor agree and acknowledge that Contractor shall serve as an independent contractor of the District. Neither the Contractor nor employees of the Contractor, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Contractor agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Contractor, if there are any, in the performance of this Agreement. The Contractor shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Contractor shall have no authority to represent the District as an agent, employee, or in any other capacity, unless otherwise set forth in this Agreement.

Section 7. Indemnification. Contractor agrees to defend, indemnify and hold harmless the District and its officers, agents and employees and their respective successors and assigns (the "District Parties") from any and all Claims occurring incident to or resulting in whole or in part from the activities of the Contractor, the Contractor's agents, employees, subcontractors, advisors, and other parties (the "Contractor Parties") employed or engaged by Contractor or any of the foregoing, in connection with this Agreement; provided, however, that this indemnity shall not apply to the extent of the District's gross negligence or willful misconduct or as otherwise provided herein.

a. This indemnity shall survive the expiration or termination of this Agreement as to any such Claims arising out of this Agreement. Contractor shall, upon receipt of notice of any Claim, promptly take all action necessary to make a claim under any applicable insurance policy or policies Contractor is carrying and maintaining. In any and all Claims against one or more of the District Parties by any employee of any of the Contractor Parties, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. "Claims" shall mean any and all direct or indirect claims, demands, actions, causes of action, suits, rights or recovery for any relief or damages, debts, accounts, damages, taxes, assessments, fees, fines, penalties, costs, losses, liabilities, mechanic's liens or stop notices and expenses (including, without limitation, court or arbitration costs, and attorneys' fees and expenses, and other costs of defense), of any kind or nature, including, without limitation, whether based on contract in tort, in law or equity, or pursuant to any violation of any and all state laws, rules, ordinances, regulation, by-laws, orders decrees, permits, licenses and certificates of any federal, state or other governmental agency or body having jurisdiction, and whether foreseeable or unforeseeable.

b. For avoidance of doubt, indemnification obligation of the Contractor herein requires the Contractor to indemnify the District for any and all percentage of fault attributable to Contractor for in any claims arising hereunder (whether such claim is against the District, the Contractor or the District and Contractor as jointly liable parties) regardless of whether the District is adjudged to be more or less than 50% at fault.

Section 8. Recovery of Costs and Fees. In the event the District is required to enforce this Agreement or any provision hereof by court proceedings or otherwise, then if prevailing, the District shall be entitled to recover from Contractor all fees and costs incurred, including but not limited to reasonable attorneys' fees incurred prior to or during any litigation or other dispute resolution and including fees incurred in appellate proceedings.

Section 9. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes* or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

Section 10. Labor, Materials and Equipment Claims. The Contractor shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it, to perform under this Agreement. The Contractor shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Contractor's performance under this Agreement, and the Contractor shall immediately discharge any such claim or lien. In the event that the Contractor does not pay or satisfy any claim or attempted lien within three (3) business days after the filing of a notice thereof, the District, in addition to any or all remedies available under this Agreement, may terminate this Agreement effective upon the giving of notice.

Section 11. Negotiation at Arm's Length. This Agreement has been negotiated fully between the parties as an arm's length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any Party.

Section 12. Enforcement and Protection Against Third Party Interference. A default by either party under this Agreement shall entitle the other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and/or specific performance. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing Party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

Section 13. Termination. The District may terminate this Agreement without cause upon thirty (30) days' written notice. The District shall also have the right to terminate this Agreement at any time due to Contractor's failure to perform in accordance with the terms of this Agreement or for any reason. Contractor shall have the right to terminate this Agreement upon sixty (60) days' written notice to the District stating a failure of the District to perform in accordance with the terms of this Agreement; provided, however, that the District shall be provided a reasonable opportunity to cure any failure under this Agreement. In the event either party terminates this Agreement, Contractor agrees to accept the balance due and owing to them at the effective date of termination for the Work performed up to that date.

Section 14. Permits and Licenses. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Contractor to perform under this Agreement shall be obtained and paid for by the Contractor.

Section 15. Inspections. The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the Contractor's services.

(1) The District hereby designates the District Manager, Field Services Manager, or a representative of the District Manager, to act as its representative.

(2) The Contractor agrees to meet with a District representative, when requested, to walk the property to discuss conditions, schedules, and items of concern regarding this Contract.

Section 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 Agreement. To the extent that anything contained within **Composite Exhibit A** conflicts with anything contained within this Agreement, this Agreement shall control.

Section 17. Amendment. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

Section 18. Authority to Contract. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

Section 19. Notices. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by Federal Express or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to Contractor: SR Landscaping, LLC
5100 West Kennedy Boulevard, Suite 325
Tampa, Florida 33609
Attn: _____
 - b. If to District: Vida's Way Community Development District
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: District Manager
- With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

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

Section 20. Third Party Beneficiaries. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section 21. Assignment. Contractor may not assign this Agreement or any monies to become due hereunder without the prior written approval of the District. Any assignment entered into without the written approval of the District shall be invalid and unenforceable.

Section 22. Applicable Law and Venue. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. All actions and disputes shall be brought in the proper court and venue, which shall be Pasco County, Florida.

Section 23. Public Records. The Contractor agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with the services provided hereunder and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Contractor agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Contractor acknowledges

that the designated public records custodian for the District is Kristen Suit. Among other requirements, Contractor must:

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

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

Section 24. E-Verify Requirements. The Contractor shall comply with and perform all applicable provisions of Section 448.095, *Florida Statutes*. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

If the Contractor anticipates entering into agreements with a subcontractor, the Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated s. 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

Section 25. Effective Date and Term. This Agreement shall become effective as of November 14, 2024, and remain in effect until November 14, 2025. At the end of the Initial Term, this Agreement includes the option for two (2) one (1) year annual renewals with discretion of the Board of Supervisors' approval and upon written agreement.

Section 26. Conflict. To the extent that the terms described in **Composite Exhibit A** conflict with the terms of this Agreement, the terms herein shall control.

Section 27. Compliance with Governmental Regulation. The Contractor shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances, including conservation easements applicable to the District. If the Contractor fails to 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 action of the Contractor or any of its agents, servants, employees, or material men, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirements applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective immediately upon the giving of notice of termination.

Section 28. Severability. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

Section 29. Counterparts. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Additionally, the Parties acknowledge and agree that the Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature, electronically scanned and transmitted versions (e.g., via PDF) of an original signature, or signatures created in a digital format.

Section 30. Compliance with Section 20.055, *Florida Statutes*. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to such section and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

Section 31. Scrutinized Companies Statement. Contractor certifies it: (i) is not in violation of Section 287.135, *Florida Statutes*; (ii) is not on the Scrutinized Companies with Activities in Sudan List; (iii) is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (iv) does not have business operations in Cuba or Syria; (v) is not on the Scrutinized Companies that Boycott Israel List; and (vi) is not participating in a boycott of Israel. If the Contractor is found to have submitted a false statement with regards to the prior sentence, has been placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, has engaged in business operations in Cuba or Syria, and/or has engaged in a boycott of Israel, the District may immediately terminate the Contract.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Agreement on the day and year first written above.

ATTEST:

**VIDA’S WAY COMMUNITY
DEVELOPMENT DISTRICT**

Kristen Smit
Secretary / Assistant Secretary

Brady Lefere
Chairperson, Board of Supervisors

ATTEST:

SR LANDSCAPING, LLC, a Delaware limited liability company

Johnny McDonnell
Title: General Manager

Cameron Marcoux
Title: General Manager - Tampa

COMPOSITE EXHIBIT A

PROPOSAL



Landscape Maintenance Program

Landscape Maintenance

42 visits to include: mowing, edging, trimming, blowing, cleanup, tree and palm elevations up to 8', and spot treatment of weeds

Irrigation

12 irrigation inspection visits

Fertilization & Pest Control

5 turf and 2 bed fertilization applications; spot treatment of pests

Annual Landscape Maintenance Program Price: \$56,000

Monthly Landscape Maintenance Price: \$4,666.67

Optional Electable Services:

Electable services are not included in the contract but may be requested during the term of the contract. These services will be invoiced separately and are not included in the Annual Landscape Maintenance Program Price above. Prices for electable services listed below are representative and are subject to change based on market conditions at the time of service.

Mulching Price: \$ 12,000

1 Mulching Application(s) per Year @ 2" Depth

SCOPE OF WORK

The work for the exterior landscape maintenance is to include the furnishing of all labor, materials, equipment, accessories and services necessary or incidental to sustain all turf and plant materials in a healthy, vigorous growing condition, free from weeds, diseases, insects, and nutritional deficiencies as well as a completely operational irrigation system. All associated planted areas are to be kept in a continuous healthy, neat, clean and debris free condition for the entire life of the contract.

SCHEDULE "A" - GENERAL SERVICES

A. Turf Maintenance

Turf maintenance is defined as all mowing, edging, trimming and cleanup of lawn areas. Turf maintenance operations are to be completed the same day they are begun. High traffic and high-profile areas such as entrances and amenities where applicable will be completely mowed, edged, trimmed and cleaned up as early in the day as possible. In the event it becomes necessary to make a change in the mowing schedule for any reason, management must be notified prior to adjustment of schedule. Mowing during inclement weather will not alleviate the contractor of responsibility for damage caused by the mowing of wet areas.

1. Mowing

- a. Prior to mowing, remove and dispose of normal litter and debris from all landscape areas.
- b. Turf shall be mowed weekly during the growing season from April 1st through October 31st and bi-weekly during the non-growing season from November 1st through March 31st. Based on this schedule, it is estimated that the contractor will perform a minimum of 42 and a maximum of 42 mowing cycles per 12-month period in the performance of this contract. It is understood that the contractor may be required to periodically add or delete mowing cycles based on weather or other factors with the consent of management. Should the number of mowing cycles fall below 42 in any contract year during the term of this agreement, the contractor will reduce the next month's billing by the amount per cycle for each cycle missed. Owner will pay contractor the per cycle amount for each mowing cycle in excess of 40 per contract year when management requests additional mowing cycles. This will be invoiced at the contracted price per cycle in the month following the end of the contract period.
- c. Turf shall be cut with rotary mowers to maintain a uniform height. Mowing blades shall be kept sufficiently sharp and properly adjusted to provide a cleanly cut grass blade. Mowing pattern shall be varied where feasible to prevent rutting and minimize compaction.
- d. Mowing height for St. Augustine turf will be set at 3½" to 4", and Bahia turf will be set at 3" to 3 1/2". At no time will mowing height be reduced so that more than 1/3 of the grass blade is removed at any cutting.
- e. Contractor shall complete a minimum of two passes along all waterways with a walk behind or stand-on mower discharging clippings away from the water.

!. Visible clippings that may be left following mowing operations shall be removed from the turf each visit. Discharging grass clippings into beds, tree rings or maintenance strips is unacceptable, and any visible clippings discharged into these areas shall be removed prior to the end of each service day.

h. Contractor will take special care to prevent damage to plant material as a result of the mowing operations. Any damage caused by contractors mowing equipment may result in the replacement of damaged material at the contractor's expense. Determination as to replacement will be at the sole discretion of management. Replacement material will be similar size to the material being replaced.

2. Edging

Sidewalks, curbs, concrete slabs and other paved surfaces will be edged in conjunction with mowing operations. Edging is defined as removal of unwanted turf from the above-mentioned borders by use of a mechanical edger. String trimmers will not be used for this function.

3. String Trimming

a.) String trimming with nylon cord only shall be performed around road signs, guard posts, trees, shrubs, utility poles, and other obstacles where mowers cannot reach. Grass shall be trimmed to the same desired height as determined by the mowing operation. Trimming shall be completed with each mowing operation.

b.) Under no circumstance will it be an acceptable practice to string trim bed edges or small turf areas that may be cut utilizing a small walk behind mower.

c.) Maintaining grass-free areas by use of chemicals may be the preferred method in certain applications. Such use will only be done with prior approval of management.

d.) Turf around the edge of all waterways shall be mowed or string trimmed to the natural water's edge during each mowing cycle.

4. Blowing

When using forced air machinery to clean curbs, sidewalks and other paved surfaces, care must be taken to prevent blowing grass clippings into beds, onto vehicles or onto other hardscape surfaces. Further, the contractor will be especially careful to blow across garage openings and lanais first, and then aim their blowers out and away from both to help prevent clippings from gathering unnecessarily in these areas.

5. Damage Prevention/Repair

Special care shall be taken to protect building foundations, light poles, sign-posts and other hardscape elements from mowing, edging or string trimming equipment damage. Contractor will agree to have repairs made by specialized contractors or reimburse the association or homeowners within 30 days for any damage to property caused by their crew members or equipment.

B. Detail

Detailing of planted areas will be performed weekly in a sectional method, each section representing one fourth of the entire property. Based on four sections, the contractor will completely detail the entire property once every four weeks or thirteen (13) times annually. The detailing process will include trimming, pruning and shaping of all shrubbery, ornamental trees and groundcover, removal of tree suckers, structural pruning or cutbacks of select varieties of plant material and ornamental grasses as directed, as well as the defining of bed lines, tree saucers and the removal of all unwanted vegetation.

In general plantings may be:

- A) Screens & Borders: Hedges such as Viburnum, Holly, and Podocarpus grown to define beds or hide views. Not grown for blooms these are to be trimmed as needed to maintain a neat appearance and remain at a desired size and shape. Periodic reduction or pocket pruning may be required to maintain density and should be communicated to the property manager when required.*
- B) Flowering shrubs: Material planted primarily to show off blooms and add color such as Hibiscus, Ixora, and Azalea. To be maintained to keep desired size and shape with attention timing trimming to provide maximum blooms. While it is desirable to avoid trimming during times of peak bloom, it is not acceptable that the plant grows uncontrollably. Hand pruning or other techniques may be*

required during the times of peak bloom to keep the plant from losing its structure. In seasons that the plant is not blooming regular pruning for size and shape shall be provided.

- C) Ground Covering Plants: Examples are Jasmine Vines, Junipers, Perennial Peanut, and Flax Lily. Maintain plantings so that they are contained within the desired borders of their beds. Allow growth that promotes increased density of the ground cover up to the desired height, then prune to maintain the desired height and create a solid surface. Occasional pruning of thick limbs may be required to avoid an inconsistent surface. Dead material should be hand pruned from the plants. Blooms that have lost their color should be pruned off of the plants as well.*
- D) Feature Plantings: Examples are Crotons, Birds of Paradise, and Ti Plants. Regular pruning is not desirable and selective hand pruning to maintain a clean appearance is the desired technique. As needed selective reduction pruning should be done to promote thicker growth and to remove limbs that have grown out of proportion with the desired size and shape of the planting.*
- E) Ornamental Grasses: Examples are Muhly and Fakahatchee Grasses. Trimming should be done to keep the plants from interfering with sidewalks and covering adjacent plant materials. Side trimming to keep a desired shape and to remove material that falling away from the plant should be done when needed. At least one time per year grasses should be trimmed to near ground using a height and technique suitable for the species. In the case of Muhly grass this should not occur until after the flowers have lost their color.*

The following are the general standards.

1. Pruning

- a. Prune trees, shrubs and groundcovers to encourage healthy growth and create a natural appearance. Prune to control the new plant growth, maintain the desired plant shape and remove dead, damaged, or diseased portions of the plant. Provide remedial attention and repair to plant material as appropriate to season or in response to incidental damage.
- b. Only Contractor's staff that have been trained and demonstrate competency in proper pruning techniques shall perform pruning. Use only hand pruners or loppers on trees and shrubs, particularly groundcover Juniper varieties. Hand shears or Topiary shears will be the preferred method of trimming most formal shrubs. Only use power shears on formal hedges where previous practice was to shear, or as directed by management.
- c. Pruning of trees up to a height of 12 feet is included in the scope of the work. If pruning is required above the height of 12 feet contractor shall propose an extra service to management and acquire approval prior to performing the work. Reasons for extra pruning may include:
 - Provide clearance for pedestrians, vehicles, mowers and buildings.
 - Maintain clearance from shrubs in bed areas.
 - Improve visibility in parking lots and around entries.
- d. Prune trees to remove weak branching patterns and provide corrective pruning for proper development. Cut back to branch collar without leaving stubs. Provide clean and flush cut with no tearing of the tree bark.
- e. Prune all shrubbery in accordance with the architectural intent as it relates to adjacent plantings and intended function.
- f. Prune to contain perimeter growth within intended bed areas. Established groundcover shall be maintained 4" to 6" away from adjacent hardscape and turf. Bevel or roll leading edges to avoid creating a harsh boxed look. Mature groundcover shall be maintained at a consistent, level height to provide a smooth and even appearance

and separation from adjacent plant material.

- g. Structural pruning will be required for several varieties of plants bi-annually, annually or semi- annually to maintain their scale and performance within the landscape. The methodology employed is to structurally prune one plant group throughout the entire property during the sectional detail rotation. Following this schedule, all structural pruning should be completed within a six week cycle each time it is performed. Ornamental Grasses are to be haystack cut one time per year in February or March.
- h. Crape Myrtles are to be trimmed once per year in the winter months. Trimming should include removal of old blooms, sucker growth and any cross branching. Trimming should be done in such a way that cuts are no less than 12" away from previous year's cuts. "Hat Racking" will not be permitted unless directed otherwise by management
- i. Pruning of all palms less than 12' CT in height will be included in the sectional rotation. Pruning consists of removal of all dead fronds, seedpods and any loose boots.

2. Edging

- a. Edging is defined as removal of unwanted vegetation along beds and tree saucers. Edges are to be perpendicular to the ground.
- b. Only mechanical edgers will be used for this function. Use of string trimmers or non-selective herbicides will not be allowed.
- c. Care will be taken to maintain bed edges as designed in either straight or curvilinear lines.

3. Weed Control

- a. Bed areas are to be left in a weed free condition after each visit. While pre and post-emergent chemicals are acceptable means of control, weeds in bed areas larger than 3" shall be pulled by hand.
- b. Hardscape cracks and expansion joints in poured concrete or asphalt pavement or in driveway pavers are to be sprayed in conjunction with the detail cycle to control weeds. Chemical practices shall not be a substitute for hand weeding where the latter is required for complete removal.

C. General

1. Policing

- a. Contractor will police the grounds daily or on each service visit to remove trash, debris and fallen tree litter less than 2" in diameter. Contractor is not responsible for removal of excessive storm debris which would be performed with prior approval at the labor rates specified in contract.
- b. All litter shall be *removed* from the property and disposed of offsite.

2. Communication

- a. Contractor will communicate with management daily or during each visit for any landscape issues requiring immediate attention.
- b. Communication is of the utmost importance. Contractor will provide a weekly written report in a form approved by management which details all aspects of the previous week's

maintenance activities.

- c. Contractor will provide a Monthly Service Calendar for the upcoming period and a copy of the preceding month's Irrigation Maintenance report and Lawn and Ornamental report. A copy of these documents should be submitted to management by the 5th of each month electronically or via U.S. mail. Also, Contractor will be required to attend weekly operations meetings with their Account Manager, Irrigation and Lawn & Ornamental Care Managers present (others may be required) at which time they will be expected to produce an updated weekly schedule and discuss the week's operational plan.
- d. Contractor agrees to take part in monthly inspections of the property to ensure their performance of this agreement meets the standards required herein and protects the overall well-being of the property's landscape. Contractor also agrees to complete any work that appears on punch lists resulting from inspections or reviews within three weeks of receiving them. Contractor will have their Account Manager participate on its behalf and have their Lawn and Ornamental and Irrigation Managers or Technicians available for a minimum of the pre-inspection meeting.

3. Contractor Personnel

- a. The Contractor shall have a well-experienced site manager on property at all times when the crew is present. This person should have extensive knowledge of horticultural practices and be capable of properly supervising others. He/she and other supervisors should be in a certain type of uniforms that distinguishes them from the crew. The site manager should communicate with management routinely and submit a report of the crew's accomplishments at the end of each visit. In order to maintain continuity, the same site manager shall direct the scheduled maintenance operations throughout the year. Any anticipated changes in supervisory personnel shall be brought to the attention of management prior to any such change. This will assure management that maintenance personnel remain familiar with the maintenance specifications, the site and any changing conditions.
- b. The crew members should be properly trained to carry out their assigned task and should work in a safe professional manner. Each crew member should be in full uniform at all times to include all rain, cold weather gear and hats.
- c. Contractor is expected to staff the property with trained personnel experienced in commercial landscape maintenance. All personnel applying fertilizers, insecticides, herbicides and fungicides must be certified by the FL Department of Agriculture and Consumer Services. These individuals should be Best Management Practices Certified and hold a Limited Certification for Urban Landscape Commercial Fertilizer or a Certified Pest Control Operator or an employee with an ID card working under the supervision of a CPCO.
- d. Contractor agrees to screen all crew members for criminal background, advise Management and not employ persons for this Contract that have been convicted of or pled guilty to a felony crime or misdemeanor to which Management objects. Also, contractor agrees to follow all INS guidelines for hiring and to maintain an I-9 and other required documents on each employee.
- e. Contractor is expected to staff the property with adequately trained personnel, for the time needed to properly execute the work outlined in this scope of work, Monday through Friday. Holidays observed that do not require staffing include New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Normal working hours are from 7:00 AM until 6:00 PM, with no power equipment operating around guest quarters before 9:00 AM.

SCHEDULE "B" –TURF CARE PROGRAM ·ST.AUGUSTINE

A. Application Schedule

Application

March:	Spring granular fertilization, broadleaf weed control, insect and disease control
May:	Late spring heavy, 100% slow-release Nitrogen fertilization with insect control and weed control
July:	Balanced turf fertilizer 16-0-8 with slow-release Nitrogen.
October:	Heavy fall granular fertilization and broadleaf weed/disease control

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a maximum of 4 lbs of N/1000 square feet with a minimum of 50% slow release and a high Potassium blend in the fall fertilization to promote root development unless soil samples indicate the presence of sufficient Potassium. The winter liquid fertilization should contain a maximum of .51bs of N/1000 square feet.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.
- e. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the turf care program based on these results.

2. Insect/Disease Control

- a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
- b. Supplemental insecticide applications will be provided in addition to the normal

preventive program as needed to provide control.

3. Weed Control

- a. Weed control will be limited to the broadleaf variety and sedge type grasses under this program.
- b. Contractor shall alert owner or owner's representative of outbreaks of Crabgrass, Bermuda, Alexander and Dove grasses. Failure to do so will make the contractor liable for resulting turf loss.

4. Warranty

If the grass covered under this turf care program dies due to insect infestation, disease or improper fertilizer application, the affected grass will be replaced at no charge. Contractor will not be held responsible for turf loss due to conditions beyond their control. This includes nematodes, diseases such as Take-All Root Rot and weeds such as Crabgrass untreatable with currently available chemicals, high traffic areas, drainage problems, or acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "B" - TURF CARE PROGRAM - BAHIA (If treatment is necessary)

A. Application Schedule

Application

March:	Complete granular N-P-K fertilizer and broadleaf weed control to include blanket pre-emergent herbicide application.
May:	Complete granular N-P-K fertilizer and Mole Cricket control.
July:	Complete granular N-P-K fertilizer.
October:	Broadleaf weed control to include blanket pre-emergent herbicide application.

B. Application Requirements

1. Fertilization

- a. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 2 lbs. of N/1000 square feet with a minimum of 30% slow release and a high Potassium blend in the late summer fertilization to promote root development unless soil samples indicate the presence of sufficient potassium.
- b. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of grasses are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.
- c. All hardscape surfaces are to be blown off immediately following a fertilizer application to prevent staining.
- d. The irrigation system will be fully operational prior to any fertilizer application.

- e. Soils shall be tested at a reliable testing facility twice per year to monitor for Ph and chemical makeup. The results will be provided to management along with the contractor's recommendation as to any changes in the turf care program based on these results.
2. Insect and Disease Control
 - a. The reduction of irrigation water during the winter season will dramatically reduce the potential for fungus/disease problems. Contractor will be responsible to manage settings of irrigation timers.
 - b. Supplemental insecticide applications will be provided in addition to the normal preventive program as needed to provide control.
 3. Weed Control
 - a. Weed control will be limited to the broadleaf variety under this program.
 - b. Contractor shall alert management of outbreaks of Sedge, invasive Bermuda, or Crabgrass. Failure to do so will make the contractor liable for resulting turf loss.
 4. Warranty

No warranty is provided for Bahia turf.

SCHEDULE "C" – TREE/SHRUB CARE PROGRAM

A. Application Schedule

<u>Month</u>	<u>Application</u>
March:	Spring granular fertilization and insect/disease control
as needed	
June: August:	Minor nutrient blend with insect/disease control Granular fertilization and insect/disease control as needed.
October:	Fall granular fertilization and insect/disease control as needed

Application Requirements

1. Fertilization
 - a. Contractor will submit a schedule of materials to be used under this program along with application rates. Fertilizers selected must be appropriate for the plant material to be fertilized such as an acid forming fertilizer for Azaleas which require a lower soil PH.
 - b. Contractor will submit a schedule of materials to be used under this program along with application rates. Annual program will include a minimum of 50% slow-release Nitrogen and a high Potassium blend in the fall fertilization to promote root development unless soil sample results indicate the presence of sufficient Potassium.
 - c. All fertilizers utilized under this program are to be custom blended with a balanced nutrient package. A complete minor and trace element package will be included with each application to ensure that all the requirements of plant material

are met. If soil samples indicate a high pH, all fertilizers utilized will be Sulphur coated products.

- d. This program covers all fertility requirements on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- e. There will be a deep rootfeeding on an as needed basis to establish newly planted trees.
- f. Fertilizer will be distributed evenly under the drip zone of each plant. Special care will be taken not to "clump" fertilizer neither at the base nor in the crown of plants.
- g. The irrigation system will be fully operational prior to any fertilizer application.
- h. Soils shall be tested at a reliable testing facility once per year to monitor for pH, Nematodes, Take All Root Rot and chemical makeup. The results will be provided to the owner or the owner's representative along with the contractor's recommendation as to any changes in the Tree / Shrub care program based on these results.

2. Insect/Disease Control

- a. Insect and disease control is intended to mean a thorough inspection of all plantings for the presence of insect or disease activity and the appropriate treatment applied. All insect and disease infestations require follow-up applications for control and are included in this program.
- b. Contractor is responsible for the continuous monitoring for the presence of damaging insects or disease. Any problems noted between regularly scheduled visits will be treated as a service call and responded to within 48 hours. Service calls due to active infestations are included in this program.
- c. This program covers all disease and Insect activity on all existing shrubs and palms, as well as all newly installed shrubs, trees, and palms up to 35'. All native trees or transplanted trees over 35' in overall height will require special consideration and are therefore excluded from this program.
- d. Terrapin Scale has proven to be a difficult pest to control through the use of foliar sprays or drenches. Should an infestation develop that is not able to be controlled through the aforementioned methods, the contractor may be required to utilize Maujet injections or other similar methods to deploy appropriate insecticides.
- e. Contractor will be required to apply all pesticides in accordance with labeled directions including the use of any Personal Protective Equipment.
- f. Contractor will provide a copy of the license for the Certified Operator in charge of chemical applications for this property.

3. Specialty Palms

- a. Considering the investment in Specialty Palms such as Phoenix varieties (i.e. Dachtylifera, Sylvester, Canary Island Date etc.), contractor will include in their proposed Tree/Shrub program, a comprehensive quarterly fertilization and root/bud drench for potential disease and infestation.

- b. When applicable, the contractor will monitor site tubes that have been installed to monitor ground water build up around the root ball of specimen palms to de-water them as necessary.

4. Warranty

If a plant or tree dies from insect or disease damage while under this Tree/Shrub Care Program, it will be replaced with one that is reasonably available. Exclusions to this warranty would be pre-existing conditions, nematodes, borers, locusts, Wax Myrtle trees and Wax Myrtle shrubs, Photinia, insects such as Asian Cycad Scale and diseases such as Verticillium Wilt that are untreatable with currently available chemicals, soil contamination, drainage problems and acts of God. In the event these conditions exist, the contractor is responsible to employ whatever cultural practices can be reasonably performed to extend the life of the affected material.

SCHEDULE "D" -SPECIAL SERVICES

Note: All Special Services work is to be performed by supplemental crews

A. Bedding Plants

The nature and purpose of "Flower Beds" is to draw attention to the display. The highest level of attention should be placed on their on-going care.

1. Schedule

- a. All flower beds on the property will be changed four (4) times per year during the months of December, March, June, and September.
- b. Contractor recognizes that flower beds are intended to highlight and beautify high profile areas and should be selected for color, profusion and display.
- c. All newly planted beds will have a minimum of 50% of the plants in bloom at the time of installation and they shall be 4 W' individual pots.
- d. Contractor will obtain prior approval of plant selection from management before installation.

2. Installation

- a. Plants are to be installed utilizing a triangular spacing of 9" O.C. between plants.
- b. Annually, prior to the Spring change out, existing soil will be removed to a depth of 6" in all annual beds and replaced with clean growing medium composed of 60% peat and 40% fine aged Pine Bark.
- c. All beds will be cleaned, and hand or machine cultivated to a depth of 6" prior to the installation of new plants.
- d. Create a 2" trench where the edge of the bed is adjacent to turf or hardscape.
- e. A granular time-release fertilizer and a granular systemic fungicide will be incorporated into the bedding soil at the time of installation.
- f. All beds should be covered with 1" layer of Pine Fines after planting.
- g. Follow-up applications of fertilizer, fungicide and insecticide are provided as needed.
- h. Flowers that require replacement due to over-irrigation or under-irrigation will be

replaced immediately by contractor without charge to the owner.

3. Maintenance

- a. Flower beds will be reviewed daily or at each service visit for the following:
 - Removal of all litter and debris.
 - Beds are to always remain weed - free.
 - All declining blooms are to be removed immediately.
 - Inspect for the presence of insect or disease activity and treat immediately.
- b. Seed heads are to be removed from Coleus plants as soon as they appear. "Pinching" of Coleus plants weekly is to be a part of the on-going maintenance as well. Frequent "pinching" will result in healthier, more compact plants.
- c. Prolific bloomers such as Salvia require that 10% to 20% of healthy blooms are to be removed weekly.
- d. Pre-emergent herbicides are not to be used in flower beds.
- e. Contractor guarantees the survivability and performance of all flower beds for a period of 90 days. Any plant that fails to perform during this period will be immediately replaced at the contractor's expense.

4. Warranty

Any bedding plant that dies due to insect damage or disease will be replaced under warranty. Exclusions to this warranty would be freeze, theft, or vandalism.

B. Bed Dressing

1. Schedule

- a. Bed dressing will be replenished in all planted and unplanted areas according to the month indicated in the contract, if this applies.
- b. Installation will be completed within a four-week time period.

2. Installation

- a. Prior to application, areas will be prepared by removing all foreign debris and accumulated mulch material and establishing a defined, uniform edge to all bed and tree rings as well as a 1" to 2" deep trench along all hardscape surfaces to include equipment pads, in order to hold the mulch in place.
- b. Bed dressing should be installed in weed free beds that have been properly edged and prepared.
- c. Bed Dressing should be installed to maintain a 1.5" thickness in all bed areas, including tree rings in lawn areas and maintenance strips unless otherwise directed by management.
- d. A summary of shipping tickets or invoices for products or subcontract services will be submitted prior to requesting payment for this work.

C. Palm Trimming

1. Specimen Date Palms such as Phoenix varieties (i.e. Dactylifera and Sylvester Date) in excess of 12' CT will be trimmed two times per year in June and December. Specimen palms should be trimmed so that the lowest remaining fronds are parallel to the ground. All vegetation will be removed from their trunk and nut and loose or excessive boots will be removed and/or cross cut during this process.
2. All palms less than 12' CT will be trimmed as needed by the detail crew during the regular detail rotation as outlined in General Services.
3. All palms including Washingtonia and Queen, in excess 12' CT will be trimmed once per year in the months of August/September.
4. Trimming shall include removal of all dead fronds, loose boots and seed stalks.
5. All other palms should be trimmed with remaining fronds left at a ten and two o'clock profile. "Hurricane" cuts are only to be done at the direction of management.
6. When trimming, cut the frond close to the trunk without leaving "stubs".

SCHEDULE "E" –IRRIGATION MAINTENANCE

A. Frequency of Service

Contractor will perform the following itemized services under "Specifications" on a monthly basis.

B. Specifications

1. Activate each zone of the system.
2. Visually check for any damaged heads or heads needing repair.
3. Clean, straighten or adjust any heads not functioning properly.
4. Straighten, re-attach to bracing and touch up paint on riser heads as needed.
5. Report any valve or valve box that may be damaged in any way.
6. Leave areas in which repairs or adjustments are made free of debris.
7. Adjust controller to the watering needs as dictated by weather conditions and seasonal requirements including adjusting of rain sensor.
8. Contractor will provide a written report of the findings by zone.

C. Qualifying Statements

1. Repairs

- a. Repairs that become necessary and that are over and above the routine maintenance contract will be done on a time and material basis at the rates as outlined in the contract.
- b. Request for authorization must be submitted to management for approval. A description of the problem, its location and estimated cost should be included. All

repairs must be approved by management prior to initiating any work.

2. Service Calls

- a. Service Calls required between scheduled visits will be billed on a time and material basis at the rates as outlined in the contract.
 - b. When not an emergency, request for authorization must be submitted in written form to management for approval. A description of the problem, its location and estimated cost should be included. All repairs must be approved by management prior to initiating any work.
3. Contractor will pay special attention during irrigation maintenance inspections (IMC) to ensure that sprinkler heads are positioned so that water does not spray directly onto buildings, windows or parking areas.
- a. Contractor will be held responsible for any accident that arises from the over spray of water on hard surfaces if it is determined that the contractor was negligent in performing monthly irrigation maintenance.
4. Damage resulting from contractor's crews working on the property (i.e., mower and edger cuts) will be repaired at no charge to the owner within 24 hours of being detected.
5. Contractor shall not be held responsible for any system failure caused by lightning, construction work, pre-existing conditions, freeze or other acts of God.
6. Contractor shall not be held responsible for damage to the landscape caused by mandatory water restrictions placed on the property by the governing water management district.
7. Contractor will visually inspect irrigation system weekly while performing routine maintenance.
8. Contractor will provide a 24 hour "Emergency" number for irrigation repairs.

[illegible]

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION ITEMS III

**FIRST AMENDMENT TO AGREEMENT BETWEEN SR LANDSCAPING, LLC, AND
VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT
FOR LANDSCAPE MAINTENANCE SERVICES**

This First Amendment (the “First Amendment”) is made and entered into this 23rd day of December, 2024 by and between:

VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, located in Pasco County, Florida, whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (the “District”), and

SR LANDSCAPING, LLC, a Delaware limited liability company, with a mailing address of 5100 West Kennedy Boulevard, Suite 325, Tampa, Florida 33609 (the “Contractor” together with the District, the “Parties”).

RECITALS

WHEREAS, the District owns, operates, and maintains certain public infrastructure improvements, including but not limited to surface water management systems, roadways, landscaping and irrigation, and other infrastructure; and

WHEREAS, the Parties previously entered into that certain *Agreement Between SR Landscaping, LLC, and Vida’s Way Community Development District for Landscape Maintenance Services*, dated November 19, 2024, (the “Agreement”); and

WHEREAS, Section 17 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement to add to the Scope of Services and increase the total compensation due to the Contractor as set forth in more detail below and in the Contractor’s proposal attached hereto as **Exhibit A**.

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

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

SECTION 2. AMENDMENT OF AGREEMENT. Exhibit A of the Agreement is hereby amended to provide for the additional services as set forth in the attached **Exhibit A** (hereinafter the “Additional Services”). As compensation for the Additional Services, the District agrees to pay an additional One Hundred Thousand Four Hundred Sixty-Four Dollars and No Cents (\$100,464.00) per year to the Contractor payable in twelve (12) annual installments in accordance with the terms of the Agreement.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this First Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this First Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this First Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This First Amendment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have signed and sealed this First Amendment on the day and year first written above.

ATTEST:

Kristen Sui

Secretary / Assistant Secretary

**VIDA'S WAY COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]

Chairperson, Board of Supervisors

ATTEST:

SR LANDSCAPING, LLC, a Delaware
limited liability company

Angelina Crespo

Title: Branch Administrator - Tampa

Cameron Marcoux

Title: General Manager - Tampa

Exhibit A: Additional Services

EXHIBIT A

Additional Services

VIDA'S WAY COMMUNITY DEVELOPMENT DISTRICT : Common Area



Landscape Maintenance Program

Landscape Maintenance

42 visits to include: mowing, edging, trimming, blowing, cleanup, tree and palm elevations up to 8', and spot treatment of weeds

Irrigation

12 irrigation inspection visits

Fertilization & Pest Control

3 turf and 2 bed fertilization applications; spot treatment of pests

Annual Landscape Maintenance Program Price	\$100,464
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Monthly Landscape Maintenance Price:	\$8,372
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Optional Electable Services:

Electable services are not included in the contract but may be requested during the term of the contract. These services will be invoiced separately and are not included in the Annual Landscape Maintenance Program Price above. Prices for electable services listed below are representative and are subject to change based on market conditions at the time of service.



VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION

ITEMS J

**STREET/OUTDOOR LIGHTING AGREEMENT
(New Lighting)**

THIS STREET/OUTDOOR LIGHTING AGREEMENT (together with any and all appendices, addenda, exhibits and schedules attached hereto, this "Agreement"), effective as of the 21 day of October, 2020, by and between **Withlacoochee River Electric Cooperative, Inc.**, a non-profit Florida corporation, with a principal place of business at PO Box 278, Dade City, Florida 33526-0278 ("WREC"), and Vida's Way CDD Whose address is 2300 Glades Road, SUITE 410W Boca Raton, FL 33431 ("Customer").

WITNESSETH:

WHEREAS Customer is in possession of the real property at Parcel I.D. 02-26-20-0000-00100-0000 and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS Customer desires WREC to construct, maintain and operate a street lighting system as more particularly described in Exhibit B attached hereto (the "System") on the Property.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **SCOPE OF SERVICES**

(a) Pursuant to the terms of this Agreement and WREC's current rules and regulations, WREC shall construct, maintain, and operate the System as shown on the maps, drawings and specifications attached hereto in Exhibit B and furnish all of the electric power and energy necessary for the operation of the System on the Property.

(b) WREC, whenever it shall find it necessary for the purpose of making repairs upon or improvements in any part of its electric transmission or distribution lines or equipment, shall have the right to suspend temporarily service to the System, but in all such cases reasonable notice thereof shall be given to the Customer, if circumstances permit, and the making of repairs and improvements shall be prosecuted as rapidly as may be practicable.

(c) The Customer shall grant to WREC all permits, franchises, or authority including a free and continuous right-of-way, necessary to construct, operate, and maintain the System in the streets of or upon the Property.

(d) The Customer shall become a member of WREC, shall pay the membership fee and be bound by the provisions of the Articles of Incorporation and By-laws of WREC and by such rules and regulations as may from time to time be adopted by WREC. In the event there is a conflict between the terms and conditions of this Agreement and WREC's By-laws or any rule or regulation adopted by WREC, the term and conditions of this Agreement shall prevail.

2. TERM; TERMINATION

(a) This Agreement shall become effective on the date first written above and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other twelve (12) months' notice in writing. In addition, WREC shall have the right to terminate this Agreement pursuant to WREC's Service Rules and Regulations and WREC's Articles of Organization and By-laws.

(b) Upon termination of this Agreement in any manner, WREC shall have the right to remove from the Property any equipment which WREC may have installed to provide service hereunder.

3. SYSTEM MALFUNCTIONS

(a) It shall be the Customer's responsibility to notify WREC in the event of failure of a lighting unit within the System. WREC assumes no responsibility to inspect any lighting units within the System to determine whether they were properly functioning until after such time that WREC has been notified that a unit has malfunctioned. Moreover, if an alleged outage notification is not logged into WREC's reporting registry, it is presumed that no call was ever placed by the Customer and that no outage report was received by WREC.

(b) WREC will normally repair a malfunctioning or inoperative streetlight or lighting unit within 60 days of receiving notification that the light has malfunctioned. However, the repair may take up to 180 days, and may take longer than 180 days if the customer causes a delay. Further, WREC may require 365 days or longer to repair or to replace the light in the event of a declared state of emergency or natural disaster.

4. DISCLAIMER; LIMITATION OF LIABILITY; INDEMNIFICATION

(a) WREC shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy hereunder. If the supply of electric power and energy shall fail or be interrupted, or become defective through act of God, governmental authority, action of the elements, public enemy, accident, strikes, labor trouble, required maintenance work, inability to secure right-of-way, or any other cause beyond the reasonable control of WREC, WREC shall not be liable for damages caused thereby.

(b) The Customer is responsible for all aspects of the design of the System's lighting plan. WREC has not conducted any study regarding the application of a particular lighting unit for the Customer's lighting needs and WREC assumes no responsibility for the adequacy or appropriateness of the System's lighting unit. Furthermore, WREC makes no warranties as to the adequacy, sufficiency, or appropriateness of the System's lighting for purposes of safety, security, or other illumination. It is the Customer's responsibility to select the size, style, and location of the lighting units and to monitor whether the lighting units that they have requested from WREC are adequate for the Customer's particular needs. It also is the Customer's responsibility to request that WREC change any aspect of the lighting unit within the System if the unit is not adequate for the Customer's needs. The Customer must pay for any appropriate charges and fees for any requested changes.

(c) WREC does not guarantee continuous lighting within the System and will not be liable to any person or entity for damages related to any interruption, deficiency or failure of a light. WREC will use normal industry practices to attempt to furnish reliable electrical energy to the System and will repair the System after notification, but WREC does not and cannot guarantee 100% reliability. WREC reserves the right to interrupt service to the System or a lighting unit within the System at any time for necessary repairs to lines or equipment.

(d) Customer herewith indemnifies and holds harmless WREC from any and all liability or damage that WREC or any other person or entity may suffer as a result of, or in any way relating to or arising out of, the design or operation of the System, including, but not limited to, the appropriateness of the System or the illumination of any lighting unit within the System to provide safety or security to third parties.

5. TERMS OF PAYMENT

(a) The initial billing period shall start when the Customer begins using electric power and energy, or ten (10) days after WREC notifies the Customer in writing that the System is available hereunder, whichever shall occur first.

(b) The Customer shall pay WREC pursuant to WREC's current rules and regulations adopted by WREC for the System and all electricity furnished hereunder. If the Customer shall fail to make any such payment within the time period provided in WREC's current rules and regulations, WREC may discontinue service to the Customer upon giving ten (10) days' written notice to the Customer of its intention so to do, provided, however, that nothing herein contained shall relieve the Customer of its obligation to receive electrical service in accordance with the provisions of this Agreement.

(c) The Customer agrees that the rates charged for street lighting shall be those rates specified in the WREC's Rate Schedule "AL" attached hereto as Exhibit C, which may be adjusted from time to time in WREC's sole and absolute discretion. Such adjusted rate schedules shall be on file with the Florida Public Service Commission. Customer shall provide WREC with cash, a bond or letter of credit to secure the payment of the total amount of fixture and pole charges that remain owed to WREC in the event this Agreement is terminated within five (5) years of the start of Customer's initial billing period.

(d) Transfer of fixtures from one location to another on the Property at the request of the Customer shall be at the expense of the Customer. All charges hereunder are subject to Florida State Sales Tax unless Customer is exempt therefrom. Replacement of lamps, glassware and accessory equipment willfully or maliciously broken by persons unknown shall be paid for by the Customer at WREC's replacement cost.

6. ASSIGNMENT

No party may assign this Agreement or any of its rights and obligations hereunder without the prior written consent of the other party; any such attempted assignment shall be null and void.

7. SUCCESSORS

This Agreement binds the heirs, executors, administrators, successors and assigns of the respective parties with respect to all covenants herein and cannot be changed except by written agreement signed by both parties.

8. SURVIVAL

The provisions of this Agreement which by their nature are intended to survive, shall survive completion, expiration, recession, or termination of this Agreement.

9. GOVERNING LAW

The validity of this Agreement, the construction and enforcement of its terms and the interpretation of the rights and duties of the parties hereto shall be governed by the laws of the State of Florida, without regard to its conflict of laws principles.

10. SEVERABILITY

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision(s) shall be replaced by a mutually acceptable provision(s), which being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision(s).

11. HEADINGS

The headings in this Agreement are for purposes of reference only and shall not in any way limit or otherwise affect the meaning or interpretation of any of the terms hereof.

12. COUNTERPARTS

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same instrument.

13. MODIFICATION, AMENDMENT, SUPPLEMENT OR WAIVER

(a) No modification, amendment, supplement to or waiver of this Agreement or any of its provisions shall be binding upon the parties hereto unless made in writing and duly signed by the party against whom enforcement thereof is sought.

(b) A failure or delay of any party to this Agreement to enforce at any time any of the provisions of this Agreement or to exercise any option which is herein provided, or to require at any time performance of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions of this Agreement.

14. ENTIRETY OF AGREEMENT

This Agreement together with all appendices, exhibits, schedules, attachments, and addenda attached hereto constitute the entire agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, between the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, through their duly authorized officers, have executed this Agreement as of the day and year first set forth above.

CUSTOMER


Signature

Ray Adams
Printed Name of Customer

Vice Chairman
Title

11/22/24
Date

**WITHLACOOCHIE RIVER
ELECTRIC COOPERATIVE, INC.**

Signature

Chuck Sheets Eng. Tech.
Printed Name and Title

EXHIBIT A

02-26-20-0000-00100-0000

Assessed in Section 02, Township 26 South, Range 20 East
of Pasco County, Florida

ALL OF SEC 2 LESS THE SW1/4 OF NE1/4 & LESS NW1/4 OF SE1/4 OR
5916 PG 525

EXHIBIT B

150- Type 980 Stock Number 6845 14.5 Farmwood Aluminum Pole

150-Type 217 Stock Number 6653 55W Cyclone Hudson LED

EXHIBIT C

150- Type 980 Stock Number 6845 14.5 Farmwood Aluminum Pole@ \$25.50

150-Type 217 Stock Number 6653 55W Cyclone Hudson LED@ \$18.50



WITHLACOOCHEE
RIVER
ELECTRIC
COOPERATIVE, INC.

INVOICE

Customer

Name	Vida's Way CDD
Attn	
Address	2300 Glades Road, Suite 410W Boca Raton, FL 33431

Date	03/05/24	WREC W.O. Number	
Job Location	Vida's Way Phase 1		
Account Number			

Qty	Description	Unit Price	TOTAL
1	2 Mnth dep. w/150 Farmwood poles & 150 Cyclone Heads	\$13,440.00	\$13,440.00
1	5 Year dep. w/150 Farmwood poles & 150 Cyclone Heads	\$318,240.00	\$318,240.00
TOTAL			\$331,680.00

**Please remit to: W.R.E.C.
Attn: Michael Gulvin, Engineering Dept.
30461 Commerce Drive
San Antonio, FL 33576**

For questions regarding this statement, please contact: **Michael Gulvin at Extension # 1131**
 Cost Estimates are valid for 6 months from the date listed above

30461 Commerce Drive, San Antonio, FL 33576
Phone (352) 588-5115 / Fax (352) 567-4376

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
MARCH 31, 2025**

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
MARCH 31, 2025**

	General Fund	Debt Service Fund	Total Governmental Funds
ASSETS			
Cash	\$ 16,794	\$ -	\$ 16,794
Investments			
Reserve	-	190,269	190,269
Cost of issuance	-	88	88
Undeposited funds	9,303	295,338	304,641
Due from Landowner	47,224	-	47,224
Prepaid expense	2,095	-	2,095
Total assets	<u>\$ 75,416</u>	<u>\$485,695</u>	<u>\$ 561,111</u>
LIABILITIES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 41,138	\$ -	\$ 41,138
Landowner advance	13,500	-	13,500
Total liabilities	<u>54,638</u>	<u>-</u>	<u>54,638</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred receipts	47,224	-	47,224
Total deferred inflows of resources	<u>47,224</u>	<u>-</u>	<u>47,224</u>
Fund balances:			
Restricted for:			
Debt service	-	485,695	485,695
Unassigned	(26,446)	-	(26,446)
Total fund balances	<u>(26,446)</u>	<u>485,695</u>	<u>459,249</u>
Total liabilities, deferred inflows of resources and fund balances	<u>75,416</u>	<u>485,695</u>	<u>561,111</u>
Total liabilities and fund balances	<u>\$ 75,416</u>	<u>\$485,695</u>	<u>\$ 561,111</u>

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 9,303	\$ 47,192	\$ 574,466	8%
Total revenues	<u>9,303</u>	<u>47,192</u>	<u>574,466</u>	8%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	22,000	48,000	46%
Legal	973	4,222	25,000	17%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation*	-	-	500	0%
Dissemination agent*	83	417	1,000	42%
Trustee*	-	-	5,500	0%
Telephone	17	100	200	50%
Postage	-	145	500	29%
Printing & binding	42	250	500	50%
Legal advertising	-	-	1,750	0%
Annual special district fee	-	175	175	100%
Insurance	-	5,250	5,500	95%
Contingencies/bank charges	80	1,558	750	208%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>5,195</u>	<u>34,117</u>	<u>97,790</u>	35%
Grounds/building maintenance				
General maintenance	-	630	-	N/A
Landscape contract	-	37,280	156,464	24%
Mulch	-	-	51,000	0%
Annuals	-	-	18,500	0%
Irrigation repairs	-	-	5,000	0%
Landscaping replacement	-	-	5,000	0%
Pressure washing	-	-	5,000	0%
Holiday decorations	-	-	5,000	0%
General Repairs/ Supplies	-	-	10,000	0%
Pond & Conservation Areas	-	830	40,000	2%
Fountains Repairs Maintenance	-	-	5,000	0%
Utilities				
Electric - common area	481	481	15,000	3%
Irrigation water - common area	-	-	5,000	0%
Electric - street lights	-	-	85,000	0%
Total field operations	<u>481</u>	<u>39,221</u>	<u>405,964</u>	10%
Total expenditures	<u>5,676</u>	<u>73,338</u>	<u>503,754</u>	15%
Excess/(deficiency) of revenues over/(under) expenditures	3,627	(26,146)	70,712	
Fund balances - beginning	(30,073)	(300)	-	
Fund balances - ending	<u>\$ (26,446)</u>	<u>\$ (26,446)</u>	<u>\$ 70,712</u>	

**VIDA'S WAY
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED MARCH 31, 2025**

	Current Month	Year To Date
REVENUES		
Assessment levy: on-roll - net	\$ -	\$ 280,919
Assessment levy: off-roll	3,433	14,420
Interest	638	3,078
Total revenues	<u>4,071</u>	<u>298,417</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	199,785
Underwriter's Discount	-	114,800
Original Issue Discount	-	25,050
Total debt service	<u>-</u>	<u>339,635</u>
Excess/(deficiency) of revenues over/(under) expenditures	4,071	(41,218)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	526,913
Transfer in	12,362	12,362
Total other financing sources	<u>12,362</u>	<u>539,275</u>
Net change in fund balances	16,433	498,057
Fund balances - beginning	469,262	(12,362)
Fund balances - ending	<u>\$ 485,695</u>	<u>\$ 485,695</u>

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Vida’s Way Community Development District held a Regular Meeting on October 3, 2024 at 11:00 a.m., at the Hampton Inn and Suites by Hilton – Tampa/Wesley Chapel, 2740 Cypress Ridge Boulevard, Wesley Chapel, Florida 33544.

Present:

Brady Lefere	Chair
Ray Aponte	Vice Chair
Melisa Sgro	Assistant Secretary

Also present:

Kristen Suit	District Manager
Clif Fischer	Wrathell, Hunt and Associates, LLC (WHA)
Alyssa Willson (via telephone)	District Counsel
Kate John (via telephone)	Kutak Rock LLP
Jordan Schrader (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Suit called the meeting to order at 11:00 a.m. Supervisors Lefere, Aponte and Sgro were present. Supervisors Walters and Gallagher were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

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

Mr. Schrader presented the First Supplemental Engineer’s Report and highlighted the following:

- The platted Phases 1A and 1B constitute the 2024 Phase 1 area.
- The amenities were removed from Phase 1 and the costs associated with that were subsequently updated.

FOURTH ORDER OF BUSINESS

**Presentation of First Supplemental Special
Assessment Methodology Report**

Ms. Suit presented the First Supplemental Special Assessment Methodology Report and reviewed the Appendix Tables at the end of the Report.

Mr. Lefere stated lotting changes are occurring in the future phases, which are Phases 2 and 3. This will not affect Assessment Area 1 (AA1); Phase 1 is accurate and has no changes. The number of units in the future phases will be reduced by 20, such that Phase 2 will go from 683 to 663 and Phase 3 will go from 378 to 358, and the next bond issuance will be based on the reduced number of units. A lot layout was recently approved and the Engineering team is revising the construction plans. Plats for Phase 2 will be submitted in the first quarter of 2025 and the bond issuance will occur at the end of that year.

Ms. Willson stated, for the purposes of today's meeting, everything will remain as is since there is no impact to AA1.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2025-01, Making Certain Findings; Approving the Engineer's Report and Supplemental Assessment Report; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date

Ms. Suit presented Resolution 2025-01 and read the title.

Ms. Willson stated, given that bonds were priced yesterday and Staff has yet to review the documents, she recommended approval of the Methodology in substantial form until all the financing is approved by the individuals reviewing this document.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, Resolution 2025-01, Making Certain Findings; Approving the Engineer's Report

and Supplemental Assessment Report, in substantial form; Setting Forth the Terms of the Series 2024 Bonds; Confirming the Maximum Assessment Lien Securing the Series 2024 Bonds; Levying and Allocating Assessments Securing Series 2024 Bonds; Addressing Collection of the Same; Providing for the Application of True-Up Payments; Providing for a Supplement to the Improvement Lien Book; Providing for the Recording of a Notice of Special Assessments; and Providing for Conflicts, Severability, and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Consideration of Ancillary Financing Documents (Series 2024 Project)****A. Notice of Series 2024 Special Assessments**

Ms. John stated the legal description must be updated to reflect the 305 lots that are on the plat.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the Notice of Series 2024 Special Assessments, in substantial form, and authorizing execution, was approved.

B. Notice of Special Assessments/Governmental Lien of Record

Ms. Willson stated, regarding the Master Notice of Assessments, Staff is asking for Pulte to execute a Separation of Consent that applies to all the Districts, and a Declaration of Consent that is specific to the Series 2024 issuance to protect the CDD in terms of the timing of the next series of bonds.

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the Notice of Special Assessments/Governmental Lien of Record, was approved.

C. Disclosure of Public Financing

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Disclosure of Public Financing, was approved.

SEVENTH ORDER OF BUSINESS**Consideration of Resolution 2025-02, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1,**

2024 and Ending September 30, 2025; and
Providing for an Effective Date

Ms. Suit presented Resolution 2025-02.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Resolution 2025-02, Relating to the Amendment of the Budget for the Fiscal Year Beginning October 1, 2024 and Ending September 30, 2025; and Providing for an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Goals and Objectives
Reporting [HB7013 - Special Districts
Performance Measures and Standards
Reporting]

Ms. Suit presented the Memorandum explaining the new requirement for special districts to develop goals and objectives annually and develop performance measures and standards to assess the achievement of the goals and objectives. Community Communication and Engagement, Infrastructure and Facilities Maintenance, and Financial Transparency and Accountability will be the key categories to focus on for Fiscal Year 2025. She presented the Performance Measures/Standards & Annual Reporting Form developed for the CDD, which explains how the CDD will meet the goals.

On MOTION by Mr. Lefere and seconded by Mr. Aponte, with all in favor, the Goals and Objectives and the Performance Measures/Standards & Annual Reporting Form, were approved.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial
Statements as of August 31, 2024

On MOTION by Mr. Aponte and seconded by Mr. Lefere, with all in favor, the Unaudited Financial Statements as of August 31, 2024, were accepted.

TENTH ORDER OF BUSINESS

Approval of August 1, 2024 Regular
Meeting Minutes

The following change was made:

Line 20: Change "Melissa" to "Melisa"

On MOTION by Mr. Aponte and seconded by Ms. Sgro, with all in favor, the August 1, 2024 Regular Meeting Minutes, as amended, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Ms. John stated her office will coordinate with Staff on the acquisition documents for Phase 1 and, pursuant to a conversation with the Chair and the District Engineer, it is anticipated that Phase 1A is in the completion stage and Phase 1B will follow.

B. District Engineer (Interim): Clearview Land Design P.L.

There was no report.

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

Ms. Suit stated that the Request for Qualifications (RFQ) for Engineering Services will be included on the next agenda.

- **NEXT MEETING DATE: November 7, 2024 at 11:00 AM**
 - **QUORUM CHECK**

The November 7, 2024 meeting will be canceled.

TWELFTH ORDER OF BUSINESS

Board Members' Comments/Requests

There were no Board Members' comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Aponte and seconded by Ms. Sgro, with all in favor, the meeting adjourned at 11:20 a.m.

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Secretary/Assistant Secretary

Chair/Vice Chair

VIDA'S WAY

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

VIDA’S WAY COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE		
LOCATION <i>Hampton Inn & Suites by Hilton-Tampa/Wesley Chapel</i> <i>2740 Cypress Ridge Blvd., Wesley Chapel, Florida 33544</i> ¹ <i>Hilton Garden Inn Tampa-Wesley Chapel, 26640 Silver Maple Parkway, Wesley Chapel, Florida 33544</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 3, 2024	Regular Meeting	11:00 AM
November 7, 2024 CANCELED	Regular Meeting	11:00 AM
December 5, 2024 CANCELED	Regular Meeting	11:00 AM
February 6, 2025 CANCELED	Regular Meeting	11:00 AM
March 6, 2025 CANCELED	Regular Meeting	11:00 AM
April 3, 2025 CANCELED	Regular Meeting	11:00 AM
May 1, 2025 ¹	Regular Meeting <i>Presentation of FY2026 Proposed Budget</i>	11:00 AM
June 5, 2025 ¹	Regular Meeting	11:00 AM
July 3, 2025 ¹	Regular Meeting	11:00 AM
August 7, 2025 ¹	Regular Meeting <i>Adoption of FY2026 Budget</i>	11:00 AM
September 4, 2025 ¹	Regular Meeting	11:00 AM