

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

August 15, 2024

BOARD OF SUPERVISORS PUBLIC HEARING, REGULAR MEETING AND AUDIT COMMITTEE MEETING AGENDA

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Solaeris 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

August 8, 2024

Board of Supervisors
Solaeris Community Development District

Dear Board Members:

The Board of Supervisors of the Solaeris Community Development District will hold a Public Hearing, Regular Meeting and Audit Committee Meeting on August 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Acceptance of Resignation of Scott Morton (Seat 1); *Term Expires November 2028*
4. Administration of Oath of Office to Fill Unexpired Term of Seat 1 (*the following will be provided in a separate package*)
 - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
 - B. Membership, Obligation and Responsibilities
 - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-16, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Resolution 2024-17, Ratifying, Confirming, and Approving the Sale of the Solaeris Community Development District Special Assessment Bonds, Series 2024; Ratifying, Confirming, and Approving the Actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and All District Staff Regarding the Sale and Closing of the Bonds; Determining Such Actions as Being in Accordance With the Authorization Granted by the Board; Providing a Severability Clause; and Providing an Effective Date

ATTENDEES:

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

7. Consideration of Resolution 2024-18, Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas
8. Public Hearing on Adoption of Fiscal Year 2024/2025 Budget
 - A. Proof/Affidavit of Publication
 - B. Consideration of Resolution 2024-19, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date
9. Consideration of Fiscal Year 2024/2025 Budget Funding Agreement
10. Discussion/Consideration: Stewardship Establishment Items
 - A. The Vogel Group, LLC Consulting Agreement 2024/25 Services Contract
 - B. Kutak Rock, LLP Retention and Fee Agreement
11. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: *Thomas Engineering Group, LLC*
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
12. Recess Regular Meeting/Commencement of Audit Selection Committee Meeting
13. Review of Responses to Request for Proposals (RFP) for Annual Audit Services
 - A. Affidavit of Publication
 - B. RFP Package
 - C. Respondents
 - I. Berger, Toombs, Elam, Gaines & Frank
 - II. Grau & Associates
 - D. Auditor Evaluation Matrix/Ranking

14. Termination of Audit Selection Committee Meeting/Reconvene Regular Meeting
15. Consider Recommendation of Audit Selection Committee
 - Award of Contract
16. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
17. Ratification Items
 - A. Oak Ridge Ranches, LLC Second Amended & Restated CDD Development Agreement
 - B. Oak Ridge Ranches, LLC Restated Impact Fee Collection Agreement
 - C. Acquisition of Crosstown Parkway Offsite Improvements
 - D. Letter Agreement for Real Estate Rights for Street Lighting
 - E. Solar Light as a Services, Inc. Solar Lighting as a Service Agreement
18. Acceptance of Unaudited Financial Statements as of June 30, 2024
19. Approval of Minutes
 - A. April 4, 2024 Special Meeting
 - B. April 18, 2024 Public Hearings and Regular Meeting
20. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Thomas Engineering Group, LLC*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - NEXT MEETING DATE: September 19, 2024 at 11:15 AM
 - QUORUM CHECK

SEAT 1		☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	MICHAEL CAPUTO	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	JUSTIN FRYE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	JON SEIFEL	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	WILLIAM FIFE	☐ IN PERSON	☐ PHONE	☐ NO
21. Board Members' Comments/Requests

22. Public Comments

23. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294.

Sincerely,



Cindy Cerbone
District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

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

PARTICIPANT PASSCODE: 867 327 4756

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

3

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

4A

Daphne Gillyard

From: Kutak Rock Development and Improvement Districts Group
<communications@kutakrock.com>
Sent: Friday, January 5, 2024 4:49 PM
To: Cindy Cerbone
Subject: Ethics Training 2024

You don't often get email from communications@kutakrock.com. [Learn why this is important](#)

KUTAKROCK

Development and Improvement Districts Practice Group



ABOUT US

SERVICES

NEWS & PUBLICATIONS

District Managers,

As of January 1, 2024, all Board Supervisors of Florida Community special districts are required to complete four (4) hours of ethics training each year that addresses at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of Florida. The purpose of this email is to notify you of free, on-demand resources available to Board Supervisors to satisfy this requirement. Further information regarding the requisite training is available on the [Florida Commission on Ethics' \("COE"\) website](#).

Please share this information with Board Supervisors or include in the next available agenda package. As always, if you have any questions, please do not hesitate to reach out to your Kutak Rock attorney.

Free Training Resources

The COE has produced several free, online training tutorials that will satisfy the ethics component of the annual training. The on-demand videos are available at the link below. Further, the website provides additional links to resources that Supervisors can access to complete the training requirements.

Florida Commission on Ethics Training Resources

Please note that the COE-produced content only provides free training for the ethics component of the annual training. However, the Office of the Attorney General of the State of Florida offers a free, two-hour online audio course that covers the Sunshine Law and Public Records Act components of the requisite training. The on-demand audio course is available at the link below.

Office of the Attorney General Training Resources

Compliance

Each year when Supervisors complete the required financial disclosure form (Form 1 Statement of Financial Interests), Supervisors must mark a box confirming that he or she has completed the ethics training requirements. At this time there is no requirement to submit a certificate; however, the COE advises that Supervisors keep a record of all trainings completed (including date and time of completion), in the event Supervisors are ever asked to provide proof of completion. The training is a calendar year requirement and corresponds to the form year. So, Supervisors will not report their 2024 training until they fill out their Form 1 for the 2025 year.

We have received multiple inquiries as to whether Board Supervisors are required to annually file Form 6 in addition to Form 1. Currently, Board Supervisors continue to be exempt from the requirement to file Form 6.

Finally, with respect to the annual filing of Form 1, beginning this year the Commission on Ethics will be requiring electronic submission of Form 1. Filers, including Board Supervisors, should be receiving an email directly from the Commission on Ethics, providing detailed information about the electronic filing process and the upcoming deadline of July 1, 2024. Note the submission of the forms will no longer be handled through county Supervisor of Election's offices.

Kutak Rock's Development and Improvement Districts Practice Group

Kutak Rock's Florida Development and Improvement Districts Practice Group



Jonathan Johnson
Partner

(850) 264-6882



Lindsay Whelan
Partner

(850) 692-7308



Joseph Brown
Partner

(850) 692-7303



Katie Buchanan
Partner

(850) 294-5184



Michael Eckert
Partner

(850) 567-0558



Wesley Haber
Partner

(850) 566-3413



Tucker Mackie
Partner

(850) 692-7300



Sarah Sandy
Partner

(850) 556-5947



Alyssa Willson
Partner

(850) 661-9973



Jere Earlywine
Of Counsel

(850) 692-7300



Bennett Davenport
Associate

(850) 692-7300



Ryan Dugan
Associate

(850) 692-7333



Kate John
Associate

(850) 692-7330



Kyle Magee
Associate

(850) 692-7300



Michelle Rigoni
Associate

(850) 692-7310



Ashley Ligas
Attorney

(850) 692-7300



Cheryl Stuart
Attorney

(850) 692-7300



Betty Zachem
Attorney

(850) 692-7300



kutakrock.com

[Update your preferences](#) | [Unsubscribe](#) | [Forward to a friend](#) | [View Online](#)

This is a publication of Kutak Rock LLP. It is intended to notify our clients and friends of current events and provide general information.

This is not intended, nor should it be used, as specific legal advice, and it does not create an attorney-client relationship.

© Kutak Rock LLP 2024 – All Rights Reserved. This communication could be considered advertising in some jurisdictions.

The choice of a lawyer is an important decision and should not be based solely upon advertisements.

107 W College Ave, Tallahassee, Florida 32301



2023 Form 1 - Statement of Financial Interests

General Information

Name: DISCLOSURE FILER

Address: SAMPLE ADDRESS

County: SAMPLE COUNTY

PID SAMPLE

AGENCY INFORMATION

Organization	Suborganization	Title
SAMPLE	SAMPLE	SAMPLE

Disclosure Period

THIS STATEMENT REFLECTS YOUR FINANCIAL INTERESTS FOR CALENDAR YEAR ENDING DECEMBER 31, 2023 .

Primary Sources of Income

PRIMARY SOURCE OF INCOME (Over \$2,500) (Major sources of income to the reporting person)
(If you have nothing to report, write "none" or "n/a")

Name of Source of Income	Source's Address	Description of the Source's Principal Business Activity

Secondary Sources of Income

SECONDARY SOURCES OF INCOME (Major customers, clients, and other sources of income to businesses owned by the reporting person) (If you have nothing to report, write "none" or "n/a")

Name of Business Entity	Name of Major Sources of Business' Income	Address of Source	Principal Business Activity of Source

Real Property

REAL PROPERTY (Land, buildings owned by the reporting person)
(If you have nothing to report, write "none" or "n/a")

Location/Description

Intangible Personal Property

INTANGIBLE PERSONAL PROPERTY (Stocks, bonds, certificates of deposit, etc. over \$10,000)
(If you have nothing to report, write "none" or "n/a")

Type of Intangible	Business Entity to Which the Property Relates

Liabilities

LIABILITIES (Major debts valued over \$10,000):
(If you have nothing to report, write "none" or "n/a")

Name of Creditor	Address of Creditor

Interests in Specified Businesses

INTERESTS IN SPECIFIED BUSINESSES (Ownership or positions in certain types of businesses)
(If you have nothing to report, write "none" or "n/a")

Business Entity # 1

Training

Based on the office or position you hold, the certification of training required under Section 112.3142, F.S., is not applicable to you for this form year.

Signature of Filer

Digitally signed:

Filed with COE:

E-FILING SAMPLE

2023 Form 1 Instructions

Statement of Financial Interests

Notice

The annual Statement of Financial Interest is due July 1, 2024. If the annual form is not submitted via the electronic filing system created and maintained by the Commission September 3, 2024, an automatic fine of \$25 for each day late will be imposed, up to a maximum penalty of \$1,500. Failure to file also can result in removal from public office or employment. [s. 112.3145, F.S.]

In addition, failure to make any required disclosure constitutes grounds for and may be punished by one or more of the following: disqualification from being on the ballot, impeachment, removal or suspension from office or employment, demotion, reduction in salary, reprimand, or a civil penalty not exceeding \$10,000. [s. 112.317, F.S.]

When To File:

Initially, each local officer/employee, state officer, and specified state employee must file **within 30 days** of the date of his or her appointment or of the beginning of employment. Appointees who must be confirmed by the Senate must file prior to confirmation, even if that is less than 30 days from the date of their appointment.

Candidates must file at the same time they file their qualifying papers.

Thereafter, file by July 1 following each calendar year in which they hold their positions.

Finally, file a final disclosure form (Form 1F) within 60 days of leaving office or employment. Filing a CE Form 1F (Final Statement of Financial Interests) does not relieve the filer of filing a CE Form 1 if the filer was in his or her position on December 31, 2023.

Who Must File Form 1

1. Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
2. Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding those required to file full disclosure on Form 6 as well as members of solely advisory bodies, but including judicial nominating commission members; Directors of Enterprise Florida, Scripps Florida Funding Corporation, and Career Source Florida; and members of the Council on the Social Status of Black Men and Boys; the Executive Director, Governors, and senior managers of Citizens Property Insurance Corporation; Governors and senior managers of Florida Workers' Compensation Joint Underwriting Association; board members of the Northeast Fla. Regional Transportation Commission; board members of Triumph Gulf Coast, Inc; board members of Florida Is For Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.
3. The Commissioner of Education, members of the State Board of Education, the Board of Governors, the local Boards of Trustees and Presidents of state universities, and the Florida Prepaid College Board.
4. Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file Form 6.
5. Appointed members of the following boards, councils, commissions, authorities, or other bodies of county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; community college or junior college district boards of trustees; boards having the power to enforce local code provisions; boards of adjustment; community redevelopment agencies; planning or zoning boards having the power to recommend, create, or modify land planning or zoning within a political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, and except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; pension or retirement boards empowered to invest pension or retirement funds or determine entitlement to or amount of pensions or other retirement benefits, and the Pinellas County Construction Licensing Board.
6. Any appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
7. Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

8. Officers and employees of entities serving as chief administrative officer of a political subdivision.
9. Members of governing boards of charter schools operated by a city or other public entity.
10. Employees in the office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
11. The following positions in each state department, commission, board, or council: Secretary, Assistant or Deputy Secretary, Executive Director, Assistant or Deputy Executive Director, and anyone having the power normally conferred upon such persons, regardless of title.
12. The following positions in each state department or division: Director, Assistant or Deputy Director, Bureau Chief, and any person having the power normally conferred upon such persons, regardless of title.
13. Assistant State Attorneys, Assistant Public Defenders, criminal conflict and civil regional counsel, and assistant criminal conflict and civil regional counsel, Public Counsel, full-time state employees serving as counsel or assistant counsel to a state agency, administrative law judges, and hearing officers.
14. The Superintendent or Director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
15. State agency Business Managers, Finance and Accounting Directors, Personnel Officers, Grant Coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
16. The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.
17. Each member of the governing body of a "large-hub commercial service airport," as defined in Section 112.3144(1)(c), Florida Statutes, except for members required to comply with the financial disclosure requirements of s. 8, Article II of the State Constitution.

ATTACHMENTS: A filer may include and submit attachments or other supporting documentation when filing disclosure.

PUBLIC RECORD: The disclosure form is a public record and is required by law to be posted to the Commission's website. Your Social Security number, bank account, debit, charge, and credit card numbers, mortgage or brokerage account numbers, personal identification numbers, or taxpayer identification numbers are not required and should not be included. If such information is included in the filing, it may be made available for public inspection and copying unless redaction is required by the filer, without any liability to the Commission. If you are an active or former officer or employee listed in Section 119.071, F.S., whose home address or other information is exempt from disclosure, the Commission will maintain that confidentiality *if you submit a written and notarized request.*

QUESTIONS about this form or the ethics laws may be addressed to the Commission on Ethics, Post Office Drawer 15709, Tallahassee, Florida 32317-5709; physical address: 325 John Knox Road, Building E, Suite 200, Tallahassee, FL 32303; telephone (850) 488-7864.

Instructions for Completing Form 1

Primary Sources of Income

[Required by s. 112.3145(3)(b)1, F.S.]

This section is intended to require the disclosure of your principal sources of income during the disclosure period. You do not have to disclose any public salary or public position(s). The income of your spouse need not be disclosed; however, if there is joint income to you and your spouse from property you own jointly (such as interest or dividends from a bank account or stocks), you should disclose the source of that income if it exceeded the threshold.

Please list in this part of the form the name, address, and principal business activity of each source of your income which exceeded \$2,500 of gross income received by you in your own name or by any other person for your use or benefit.

"Gross income" means the same as it does for income tax purposes, even if the income is not actually taxable, such as interest on tax-free bonds. Examples include: compensation for services, income from business, gains from property dealings, interest, rents, dividends, pensions, IRA distributions, social security, distributive share of partnership gross income, and alimony if considered gross income under federal law, but not child support.

Examples:

- If you were employed by a company that manufactures computers and received more than \$2,500, list the name of the company, its address, and its principal business activity (computer manufacturing).
- If you were a partner in a law firm and your distributive share of partnership gross income exceeded \$2,500, list the name of the firm, its address, and its principal business activity (practice of law).
- If you were the sole proprietor of a retail gift business and your gross income from the business exceeded \$2,500, list the name of the business, its address, and its principal business activity (retail gift sales).
- If you received income from investments in stocks and bonds, list each individual company from which you derived more than \$2,500. Do not aggregate all of your investment income.

- If more than \$2,500 of your gross income was gain from the sale of property (not just the selling price), list as a source of income the purchaser's name, address and principal business activity. If the purchaser's identity is unknown, such as where securities listed on an exchange are sold through a brokerage firm, the source of income should be listed as "sale of (name of company) stock," for example.
- If more than \$2,500 of your gross income was in the form of interest from one particular financial institution (aggregating interest from all CD's, accounts, etc., at that institution), list the name of the institution, its address, and its principal business activity.

Secondary Sources of Income

[Required by s. 112.3145(3)(b)2, F.S.]

This part is intended to require the disclosure of major customers, clients, and other sources of income to businesses in which you own an interest. It is not for reporting income from second jobs. That kind of income should be reported in "Primary Sources of Income," if it meets the reporting threshold. You will not have anything to report unless, during the disclosure period:

1. You owned (either directly or indirectly in the form of an equitable or beneficial interest) more than 5% of the total assets or capital stock of a business entity (a corporation, partnership, LLC, limited partnership, proprietorship, joint venture, trust, firm, etc., doing business in Florida); **and,**
2. You received more than \$5,000 of your gross income during the disclosure period from that business entity.

If your interests and gross income exceeded these thresholds, then for that business entity you must list every source of income to the business entity which exceeded 10% of the business entity's gross income (computed on the basis of the business entity's most recently completed fiscal year), the source's address, and the source's principal business activity.

Examples:

- You are the sole proprietor of a dry cleaning business, from which you received more than \$5,000. If only one customer, a uniform rental company, provided more than 10% of your dry cleaning business, you must list the name of the uniform rental company, its address, and its principal business activity (uniform rentals).
- You are a 20% partner in a partnership that owns a shopping mall and your partnership income exceeded the above thresholds. List each tenant of the mall that provided more than 10% of the partnership's gross income and the tenant's address and principal business activity.

Real Property

[Required by s. 112.3145(3)(b)3, F.S.]

In this part, list the location or description of all real property in Florida in which you owned directly or indirectly at any time during the disclosure period in excess of 5% of the property's value. You are not required to list your residences. You should list any vacation homes if you derive income from them.

Indirect ownership includes situations where you are a beneficiary of a trust that owns the property, as well as situations where you own more than 5% of a partnership or corporation that owns the property. The value of the property may be determined by the most recently assessed value for tax purposes, in the absence of a more accurate fair market value.

The location or description of the property should be sufficient to enable anyone who looks at the form to identify the property. A street address should be used, if one exists.

Intangible Personal Property

[Required by s. 112.3145(3)(b)3, F.S.]

Describe any intangible personal property that, at any time during the disclosure period, was worth more than \$10,000 and state the business entity to which the property related. Intangible personal property includes things such as cash on hand, stocks, bonds, certificates of deposit, vehicle leases, interests in businesses, beneficial interests in trusts, money owed you (including, but not limited to, loans made as a candidate to your own campaign), Deferred Retirement Option Program (DROP) accounts, the Florida Prepaid College Plan, and bank accounts in which you have an ownership interest. Intangible personal property also includes investment products held in IRAs, brokerage accounts, and the Florida College Investment Plan. Note that the product contained in a brokerage account, IRA, or the Florida College Investment Plan is your asset—not the account or plan itself. Things like automobiles and houses you own, jewelry, and paintings are not intangible property. Intangibles relating to the same business entity may be aggregated; for example, CDs and savings accounts with the same bank. Property owned as tenants by the entirety or as joint tenants with right of survivorship, including bank accounts owned in such a manner, should be valued at 100%. The value of a leased vehicle is the vehicle's present value minus the lease residual (a number found on the lease document).

Liabilities

[Required by s. 112.3145(3)(b)4, F.S.]

List the name and address of each creditor to whom you owed more than \$10,000 at any time during the disclosure period. The amount of the liability of a vehicle lease is the sum of any past-due payments and all unpaid prospective lease payments. You are not required to list the amount of any debt. You do not have to disclose credit card and retail installment accounts, taxes owed (unless reduced to a judgment), indebtedness on a life insurance policy owed to the company of issuance, or contingent liabilities. A "contingent liability" is one that will become an actual liability only when one or more future events occur or fail to occur, such as where you are liable only as a guarantor, surety, or endorser on a promissory note. If you are a "co-maker" and are jointly liable or jointly and severally liable, then it is not a contingent liability.

Interests in Specified Businesses

[Required by s. 112.3145(7), F.S.]

The types of businesses covered in this disclosure include: state and federally chartered banks; state and federal savings and loan associations; cemetery companies; insurance companies; mortgage companies; credit unions; small loan companies; alcoholic beverage licensees; pari-mutuel wagering companies, utility companies, entities controlled by the Public Service Commission; and entities granted a franchise to operate by either a city or a county government.

Disclose in this part the fact that you owned during the disclosure period an interest in, or held any of certain positions with the types of businesses listed above. You must make this disclosure if you own or owned (either directly or indirectly in the form of an equitable or beneficial interest) at any time during the disclosure period more than 5% of the total assets or capital stock of one of the types of business entities listed above. You also must complete this part of the form for each of these types of businesses for which you are, or were at any time during the disclosure period, an officer, director, partner, proprietor, or agent (other than a resident agent solely for service of process).

If you have or held such a position or ownership interest in one of these types of businesses, list the name of the business, its address and principal business activity, and the position held with the business (if any). If you own(ed) more than a 5% interest in the business, indicate that fact and describe the nature of your interest.

Training Certification

[Required by s. 112.3142, F.S.]

If you are a Constitutional or elected municipal officer appointed school superintendent, a commissioner of a community redevelopment agency created under Part III, Chapter 163, or an elected local officers of independent special districts, including any person appointed to fill a vacancy on an elected special district board, whose service began on or before March 31 of the year for which you are filing, you are required to complete four hours of ethics training which addresses Article II, Section 8 of the Florida Constitution, the Code of Ethics for Public Officers and Employees, and the public records and open meetings laws of the state. You are required to certify on this form that you have taken such training.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

4B

BOARD OF SUPERVISORS

MEMBERSHIP, OBLIGATIONS AND RESPONSIBILITIES

A Community Development District ("District") is a special-purpose unit of local government which is established pursuant to and governed by Chapter 190, Florida Statutes.

The Board

The Community Development District ("District") is governed by a five (5)-member Board of Supervisors ("Board"). Member of the Board "Supervisor(s)" are elected in accordance with Section 190.006, F.S., either upon a one (1)-vote per one (1)-acre basis ("landowner voting") or through traditional elections ("resident voting"), depending upon the number of registered voters in the District and the length of time which has passed since the establishment of the District.

A CDD Board typically meets once per month, but may meet more often if necessary. Board meetings typically last from one (1) to three (3) hours, depending upon the business to be conducted by the Board. Prior to the meeting, each Supervisor is supplied with an agenda package which will contain the documents pertaining to the business to be considered by the Board at a particular meeting. A Supervisor should be willing to spend time reviewing these packages prior to each meeting, and may consult with District Staff (General Counsel, Management, Engineering, etc.) concerning the business to be addressed.

Qualifications of Supervisors

Each Supervisor must be a resident of the state of Florida and a citizen of the United States. Once a District has transitioned to resident voting, Supervisors must also be residents of the District.

Compensation

By statute, Board Members are entitled to be paid \$200 per meeting for their service, up to an annual cap of \$4,800 per year. To achieve the statutory cap, the District would have to meet twice each month, which is rare.

Sometimes Supervisors who are employees of the primary landowner waive their right to compensation, although this is not always the case.

Responsibilities of Supervisors

The position of Supervisor is that of an elected local public official. It is important to always remember that serving as an elected public official of a District carries with it certain restrictions and obligations. Each Supervisor, upon taking office, must subscribe to an oath of office acknowledging that he/she is a public officer, and as a recipient of public funds, a supporter of the constitutions of the State of Florida and of the United States of America.

Each Supervisor is subject to the same financial disclosure requirements as any other local elected official and must file a Statement of Financial Interests disclosing

sources of income, assets, debts, and other financial data, with the Supervisor of Elections in the County where he/she resides.

A Supervisor must act in accordance with the Code of Ethics for Public Officers and Employees, codified at Part III, Chapter 112, F.S., which addresses acceptance of gifts, conflicts of interest, etc. By law, it is not a conflict of interest for an employee of the developer to serve on a CDD Board of Supervisors.

Since a District is a unit of local government, the Sunshine Law (Chapter 286, F.S.) applies to Districts and to the Supervisors who govern them. In brief, the Sunshine Law states that two(2) or more Supervisors may never meet outside of a publicly noticed meeting of the Board and/to discuss District business.

Florida's Public Records Law (Chapter 119, F.S.) also applies to Districts and Supervisors. All records of the District, and the records of each individual Supervisor relating to the District, are public records. As such, any member of the public may inspect them upon request. Supervisors are therefore urged to keep any District records or documents in a separate file to allow ease of access by the public or press.

Conclusion

The position of Supervisor of a Community Development District is an important one, requiring both the time and the dedication to fulfill the responsibilities of a position of public trust. It should not be undertaken lightly. Each new Supervisor should enter office fully cognizant of the ethical, legal, and time requirements which are incumbent upon those who serve as Supervisors.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

4C

FLORIDA COMMISSION ON ETHICS



GUIDE to the SUNSHINE AMENDMENT and CODE of ETHICS for Public Officers and Employees

2024

State of Florida

COMMISSION ON ETHICS

Ashley Lukis, *Chair*
Tallahassee

Michelle Anchors, *Vice Chair*
Fort Walton Beach

William P. Cervone
Gainesville

Tina Descovich
Indianapolis

Freddie Figgers
Fort Lauderdale

Luis M. Fusté
Coral Gables

Wengay M. Newton, Sr.
St. Petersburg

Kerrie Stillman
Executive Director
P.O. Drawer 15709
Tallahassee, FL 32317-5709
www.ethics.state.fl.us
(850) 488-7864*

*Please direct all requests for information to this number.

TABLE OF CONTENTS

I. HISTORY OF FLORIDA'S ETHICS LAWS.....	1
II. ROLE OF THE COMMISSION ON ETHICS.....	2
III. THE ETHICS LAWS.....	2
A. PROHIBITED ACTIONS OR CONDUCT	3
1. Solicitation or Acceptance of Gifts	3
2. Unauthorized Compensation	4
3. Misuse of Public Position	4
4. Abuse of Public Position	4
5. Disclosure or Use of Certain Information.....	4
6. Solicitation or Acceptance of Honoraria	5
B. PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS	5
1. Doing Business With One's Agency	5
2. Conflicting Employment or Contractual Relationship.....	6
3. Exemptions	6
4. Additional Exemption	8
5. Lobbying State Agencies by Legislators.....	8
6. Additional Lobbying Restrictions for Certain Public Officers and Employees	8
7. Employees Holding Office	8
8. Professional & Occupational Licensing Board Members	9
9. Contractual Services: Prohibited Employment	9
10. Local Government Attorneys	9
11. Dual Public Employment	9
C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES.....	10
1. Anti-Nepotism Law	10
2. Additional Restrictions	10
D. POST OFFICEHOLDING & EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS	10
1. Lobbying By Former Legislators, Statewide Elected Officers, and Appointed State Officers	10
2. Lobbying By Former State Employees.....	11
3. 6-Year Lobbying Ban	12
4. Additional Restrictions on Former State Employees	12
5. Lobbying By Former Local Government Officers and Employees.....	13

E. VOTING CONFLICTS OF INTEREST	13
F. DISCLOSURES	14
1. Form 1 - Limited Financial Disclosure	15
2. Form 1F - Final Form 1.....	19
3. Form 2 - Quarterly Client Disclosure	19
4. Form 6 - Full and Public Disclosure	20
5. Form 6F - Final Form 6.....	21
6. Form 9 - Quarterly Gift Disclosure	21
7. Form 10 - Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event-Related Expenses	22
8. Form 30 - Donor's Quarterly Gift Disclosure.....	23
9. Forms 1X and 6X – Amendments	24
IV. AVAILABILITY OF FORMS	24
V. PENALTIES	25
A. For Violations of the Code of Ethics	25
B. For Violations by Candidates	25
C. For Violations by Former Officers and Employees	25
D. For Lobbyists and Others.....	26
E. Felony Convictions: Forfeiture of Retirement Benefits	26
F. Automatic Penalties for Failure to File Annual Disclosure.....	26
VI. ADVISORY OPINIONS	27
A. Who Can Request an Opinion.....	27
B. How to Request an Opinion.....	27
C. How to Obtain Published Opinions.....	27
VII. COMPLAINTS.....	28
A. Citizen Involvement	28
B. Referrals.....	28
C. Confidentiality.....	28
D. How the Complaint Process Works	29
E. Dismissal of Complaint at Any Stage of Disposition	30
F. Statute of Limitations.....	30
VIII. EXECUTIVE BRANCH LOBBYING	30
IX. WHISTLE-BLOWER'S ACT	31
X. ADDITIONAL INFORMATION	32
XI. TRAINING	32

I. HISTORY OF FLORIDA'S ETHICS LAWS

Florida has been a leader among the states in establishing ethics standards for public officials and recognizing the right of citizens to protect the public trust against abuse. Our state Constitution was revised in 1968 to require a code of ethics, prescribed by law, for all state employees and non-judicial officers prohibiting conflict between public duty and private interests.

Florida's first successful constitutional initiative resulted in the adoption of the Sunshine Amendment in 1976, providing additional constitutional guarantees concerning ethics in government. In the area of enforcement, the Sunshine Amendment requires that there be an independent commission (the Commission on Ethics) to investigate complaints concerning breaches of public trust by public officers and employees other than judges.

The Code of Ethics for Public Officers and Employees is found in Chapter 112 (Part III) of the Florida Statutes. Foremost among the goals of the Code is to promote the public interest and maintain the respect of the people for their government. The Code is also intended to ensure that public officials conduct themselves independently and impartially, not using their offices for private gain other than compensation provided by law. While seeking to protect the integrity of government, the Code also seeks to avoid the creation of unnecessary barriers to public service.

Criminal penalties, which initially applied to violations of the Code, were eliminated in 1974 in favor of administrative enforcement. The Legislature created the Commission on Ethics that year "to serve as guardian of the standards of conduct" for public officials, state and local. Five of the Commission's nine members are appointed by the Governor, and two each are appointed by the President of the Senate and Speaker of the House of Representatives. No more than five Commission members may be members of the same political party, and none may be lobbyists, or hold any public employment during their two-year terms of office. A chair is selected from among the members to serve a one-year term and may not succeed himself or herself.

II. ROLE OF THE COMMISSION ON ETHICS

In addition to its constitutional duties regarding the investigation of complaints, the Commission:

- Renders advisory opinions to public officials;
- Prescribes forms for public disclosure;
- Prepares mailing lists of public officials subject to financial disclosure for use by Supervisors of Elections and the Commission in distributing forms and notifying delinquent filers;
- Makes recommendations to disciplinary officials when appropriate for violations of ethics and disclosure laws, since it does not impose penalties;
- Administers the Executive Branch Lobbyist Registration and Reporting Law;
- Maintains financial disclosure filings of constitutional officers and state officers and employees; and,
- Administers automatic fines for public officers and employees who fail to timely file required annual financial disclosure.

III. THE ETHICS LAWS

The ethics laws generally consist of two types of provisions, those prohibiting certain actions or conduct and those requiring that certain disclosures be made to the public. The following descriptions of these laws have been simplified in an effort to provide notice of their requirements. Therefore, we suggest that you also review the wording of the actual law. Citations to the appropriate laws are in brackets.

The laws summarized below apply generally to all public officers and employees, state and local, including members of advisory bodies. The principal exception to this broad coverage is the exclusion of judges, as they fall within the jurisdiction of the Judicial Qualifications Commission.

Public Service Commission (PSC) members and employees, as well as members of the PSC Nominating Council, are subject to additional ethics standards that are enforced by the Commission on Ethics under Chapter 350, Florida Statutes. Further, members of the governing boards of charter schools are subject to some of the provisions of the Code of Ethics [Sec. 1002.33(26), Fla. Stat.], as are the officers, directors, chief executive officers and some employees of business entities that serve as the chief administrative or executive officer or employee of a political subdivision. [Sec. 112.3136, Fla. Stat.].

A. PROHIBITED ACTIONS OR CONDUCT

1. Solicitation and Acceptance of Gifts

Public officers, employees, local government attorneys, and candidates are prohibited from soliciting or accepting anything of value, such as a gift, loan, reward, promise of future employment, favor, or service, that is based on an understanding that their vote, official action, or judgment would be influenced by such gift. [Sec. 112.313(2), Fla. Stat.]

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** any gift from a political committee, lobbyist who has lobbied the official or his or her agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist or from a vendor doing business with the official's agency. [Sec. 112.3148, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees are prohibited from directly or indirectly **accepting** a gift worth more than \$100 from such a lobbyist, from a partner, firm, employer, or principal of the lobbyist, or from a political committee or vendor doing business with their agency. [Sec. 112.3148, Fla. Stat.]

However, notwithstanding Sec. 112.3148, Fla. Stat., no Executive Branch lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] Typically, this would include gifts valued at less than \$100 that formerly

were permitted under Section 112.3148, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

Also, persons required to file Form 1 or Form 6, and state procurement employees and members of their immediate families, are prohibited from accepting any gift from a political committee. [Sec. 112.31485, Fla. Stat.]

2. Unauthorized Compensation

Public officers or employees, local government attorneys, and their spouses and minor children are prohibited from accepting any compensation, payment, or thing of value when they know, or with the exercise of reasonable care should know, that it is given to influence a vote or other official action. [Sec. 112.313(4), Fla. Stat.]

3. Misuse of Public Position

Public officers and employees, and local government attorneys are prohibited from corruptly using or attempting to use their official positions or the resources thereof to obtain a special privilege or benefit for themselves or others. [Sec. 112.313(6), Fla. Stat.]

4. Abuse of Public Position

Public officers and employees are prohibited from abusing their public positions in order to obtain a disproportionate benefit for themselves or certain others. [Article II, Section 8(h), Florida Constitution.]

5. Disclosure or Use of Certain Information

Public officers and employees and local government attorneys are prohibited from disclosing or using information not available to the public and obtained by reason of their public position, for the personal benefit of themselves or others. [Sec. 112.313(8), Fla. Stat.]

6. *Solicitation or Acceptance of Honoraria*

Persons required to file financial disclosure FORM 1 or FORM 6 (see Part III F of this brochure), and state procurement employees, are prohibited from **soliciting** honoraria related to their public offices or duties. [Sec. 112.3149, Fla. Stat.]

Persons required to file FORM 1 or FORM 6, and state procurement employees, are prohibited from knowingly **accepting** an honorarium from a political committee, lobbyist who has lobbied the person's agency within the past 12 months, or the partner, firm, employer, or principal of such a lobbyist, or from a vendor doing business with the official's agency. However, they may accept the payment of expenses related to an honorarium event from such individuals or entities, provided that the expenses are disclosed. See Part III F of this brochure. [Sec. 112.3149, Fla. Stat.]

Lobbyists and their partners, firms, employers, and principals, as well as political committees and vendors, are prohibited from **giving** an honorarium to persons required to file FORM 1 or FORM 6 and to state procurement employees. Violations of this law may result in fines of up to \$5,000 and prohibitions against lobbying for up to two years. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no Executive Branch or legislative lobbyist or principal shall make, directly or indirectly, and no Executive Branch agency official who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.] This may include honorarium event related expenses that formerly were permitted under Sec. 112.3149, Fla. Stat. Similar rules apply to members and employees of the Legislature. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.]

B. **PROHIBITED EMPLOYMENT AND BUSINESS RELATIONSHIPS**

1. *Doing Business With One's Agency*

- a) A public employee acting as a purchasing agent, or public officer acting in an official capacity, is prohibited from purchasing, renting, or leasing any realty, goods, or

services for his or her agency from a business entity in which the officer or employee or his or her spouse or child owns more than a 5% interest. [Sec. 112.313(3), Fla. Stat.]

- b) A public officer or employee, acting in a private capacity, also is prohibited from renting, leasing, or selling any realty, goods, or services to his or her own agency if the officer or employee is a state officer or employee, or, if he or she is an officer or employee of a political subdivision, to that subdivision or any of its agencies. [Sec. 112.313(3), Fla. Stat.]

2. *Conflicting Employment or Contractual Relationship*

- a) A public officer or employee is prohibited from holding any employment or contract with any business entity or agency regulated by or doing business with his or her public agency. [Sec. 112.313(7), Fla. Stat.]
- b) A public officer or employee also is prohibited from holding any employment or having a contractual relationship which will pose a frequently recurring conflict between the official's private interests and public duties or which will impede the full and faithful discharge of the official's public duties. [Sec. 112.313(7), Fla. Stat.]
- c) Limited exceptions to this prohibition have been created in the law for legislative bodies, certain special tax districts, drainage districts, and persons whose professions or occupations qualify them to hold their public positions. [Sec. 112.313(7)(a) and (b), Fla. Stat.]

3. *Exemptions*—Pursuant to Sec. 112.313(12), Fla. Stat., the prohibitions against doing business with one's agency and having conflicting employment may not apply:

- a) When the business is rotated among all qualified suppliers in a city or county.
- b) When the business is awarded by sealed, competitive bidding and neither the official nor his or her spouse or child have attempted to persuade agency personnel to enter

the contract. NOTE: Disclosure of the interest of the official, spouse, or child and the nature of the business must be filed prior to or at the time of submission of the bid on Commission FORM 3A with the Commission on Ethics or Supervisor of Elections, depending on whether the official serves at the state or local level.

- c) When the purchase or sale is for legal advertising, utilities service, or for passage on a common carrier.
- d) When an emergency purchase must be made to protect the public health, safety, or welfare.
- e) When the business entity is the only source of supply within the political subdivision and there is full disclosure of the official's interest to the governing body on Commission FORM 4A.
- f) When the aggregate of any such transactions does not exceed \$500 in a calendar year.
- g) When the business transacted is the deposit of agency funds in a bank of which a county, city, or district official is an officer, director, or stockholder, so long as agency records show that the governing body has determined that the member did not favor his or her bank over other qualified banks.
- h) When the prohibitions are waived in the case of ADVISORY BOARD MEMBERS by the appointing person or by a two-thirds vote of the appointing body (after disclosure on Commission FORM 4A).
- i) When the public officer or employee purchases in a private capacity goods or services, at a price and upon terms available to similarly situated members of the general public, from a business entity which is doing business with his or her agency.
- j) When the public officer or employee in a private capacity purchases goods or services from a business entity which is subject to the regulation of his or her agency where the price and terms of the transaction are available to similarly situated members of

the general public and the officer or employee makes full disclosure of the relationship to the agency head or governing body prior to the transaction.

4. *Additional Exemptions*

No elected public officer is in violation of the conflicting employment prohibition when employed by a tax exempt organization contracting with his or her agency so long as the officer is not directly or indirectly compensated as a result of the contract, does not participate in any way in the decision to enter into the contract, abstains from voting on any matter involving the employer, and makes certain disclosures. [Sec. 112.313(15), Fla. Stat.]

5. *Legislators Lobbying State Agencies*

A member of the Legislature is prohibited from representing another person or entity for compensation during his or her term of office before any state agency other than judicial tribunals. [Art. II, Sec. 8(e), Fla. Const., and Sec. 112.313(9), Fla. Stat.]

6. *Additional Lobbying Restrictions for Certain Public Officers and Employees*

A statewide elected officer; a member of the legislature; a county commissioner; a county officer pursuant to Article VIII or county charter; a school board member; a superintendent of schools; an elected municipal officer; an elected special district officer in a special district with ad valorem taxing authority; or a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the federal government, the legislature, any state government body or agency, or any political subdivision of this state, during his or her term of office. [Art. II Sec 8(f)(2), Fla. Const. and Sec. 112.3121, Fla. Stat.]

7. *Employees Holding Office*

A public employee is prohibited from being a member of the governing body which serves as his or her employer. [Sec. 112.313(10), Fla. Stat.]

8. *Professional and Occupational Licensing Board Members*

An officer, director, or administrator of a state, county, or regional professional or occupational organization or association, while holding such position, may not serve as a member of a state examining or licensing board for the profession or occupation. [Sec. 112.313(11), Fla. Stat.]

9. *Contractual Services: Prohibited Employment*

A state employee of the executive or judicial branch who participates in the decision-making process involving a purchase request, who influences the content of any specification or procurement standard, or who renders advice, investigation, or auditing, regarding his or her agency's contract for services, is prohibited from being employed with a person holding such a contract with his or her agency. [Sec. 112.3185(2), Fla. Stat.]

10. *Local Government Attorneys*

Local government attorneys, such as the city attorney or county attorney, and their law firms are prohibited from representing private individuals and entities before the unit of local government which they serve. A local government attorney cannot recommend or otherwise refer to his or her firm legal work involving the local government unit unless the attorney's contract authorizes or mandates the use of that firm. [Sec. 112.313(16), Fla. Stat.]

11. *Dual Public Employment*

Candidates and elected officers are prohibited from accepting public employment if they know or should know it is being offered for the purpose of influence. Further, public employment may not be accepted unless the position was already in existence or was created without the anticipation of the official's interest, was publicly advertised, and the officer had to meet the same qualifications and go through the same hiring process as other applicants. For elected public officers already holding public employment, no promotion given for the purpose of influence may be accepted, nor may promotions that are inconsistent with those given other similarly situated employees. [Sec. 112.3125, Fla. Stat.]

C. RESTRICTIONS ON APPOINTING, EMPLOYING, AND CONTRACTING WITH RELATIVES

1. *Anti-Nepotism Law*

A public official is prohibited from seeking for a relative any appointment, employment, promotion, or advancement in the agency in which he or she is serving or over which the official exercises jurisdiction or control. No person may be appointed, employed, promoted, or advanced in or to a position in an agency if such action has been advocated by a related public official who is serving in or exercising jurisdiction or control over the agency; this includes relatives of members of collegial government bodies. NOTE: This prohibition does not apply to school districts (except as provided in Sec. 1012.23, Fla. Stat.), community colleges and state universities, or to appointments of boards, other than those with land-planning or zoning responsibilities, in municipalities of fewer than 35,000 residents. Also, the approval of budgets does not constitute “jurisdiction or control” for the purposes of this prohibition. This provision does not apply to volunteer emergency medical, firefighting, or police service providers. [Sec. 112.3135, Fla. Stat.]

2. *Additional Restrictions*

A state employee of the executive or judicial branch or the PSC is prohibited from directly or indirectly procuring contractual services for his or her agency from a business entity of which a relative is an officer, partner, director, or proprietor, or in which the employee, or his or her spouse, or children own more than a 5% interest. [Sec. 112.3185(6), Fla. Stat.]

D. POST OFFICE HOLDING AND EMPLOYMENT (REVOLVING DOOR) RESTRICTIONS

1. *Lobbying by Former Legislators, Statewide Elected Officers, and Appointed State Officers*

A member of the Legislature or a statewide elected or appointed state official is prohibited for two years following vacation of office from representing another person or entity for compensation before the government body or agency of which the individual was an officer or member. Former members of the Legislature are also prohibited for two years from lobbying the executive branch. [Art. II, Sec. 8(e), Fla. Const. and Sec. 112.313(9), Fla. Stat.]

2. *Lobbying by Former State Employees*

Certain employees of the executive and legislative branches of state government are prohibited from personally representing another person or entity for compensation before the agency with which they were employed for a period of two years after leaving their positions, unless employed by another agency of state government. [Sec. 112.313(9), Fla. Stat.] These employees include the following:

- a) Executive and legislative branch employees serving in the Senior Management Service and Selected Exempt Service, as well as any person employed by the Department of the Lottery having authority over policy or procurement.
- b) serving in the following position classifications: the Auditor General; the director of the Office of Program Policy Analysis and Government Accountability (OPPAGA); the Sergeant at Arms and Secretary of the Senate; the Sergeant at Arms and Clerk of the House of Representatives; the executive director and deputy executive director of the Commission on Ethics; an executive director, staff director, or deputy staff director of each joint committee, standing committee, or select committee of the Legislature; an executive director, staff director, executive assistant, legislative analyst, or attorney serving in the Office of the President of the Senate, the Office of the Speaker of the House of Representatives, the Senate Majority Party Office, the Senate Minority Party Office, the House Majority Party Office, or the House Minority Party Office; the Chancellor and Vice-Chancellors of the State University System; the general counsel to the Board of Regents; the president, vice presidents, and deans of each state university; any person hired on a contractual basis and having the power normally conferred upon such persons, by whatever title; and any person having the power normally conferred upon the above positions.

This prohibition does not apply to a person who was employed by the Legislature or other agency prior to July 1, 1989; who was a defined employee of the State University System or the Public Service Commission who held such employment on December 31, 1994; or who reached normal retirement age and retired by July 1, 1991. It does apply to OPS employees.

PENALTIES: Persons found in violation of this section are subject to the penalties contained in the Code (see PENALTIES, Part V) as well as a civil penalty in an amount equal to the compensation which the person received for the prohibited conduct. [Sec. 112.313(9)(a)5, Fla. Stat.]

3. *6-Year Lobbying Ban*

For a period of six years after vacation of public position occurring on or after December 31, 2022, a statewide elected officer or member of the legislature shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature or any state government body or agency. [Art. II Sec 8(f)(3)a., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a person serving as a secretary, an executive director, or other agency head of a department of the executive branch of state government shall not lobby for compensation on issues of policy, appropriations, or procurement before the legislature, the governor, the executive office of the governor, members of the cabinet, a department that is headed by a member of the cabinet, or his or her former department. [Art. II Sec 8(f)(3)b., Fla. Const. and Sec. 112.3121, Fla. Stat.]

For a period of six years after vacation of public position occurring on or after December 31, 2022, a county commissioner, a county officer pursuant to Article VIII or county charter, a school board member, a superintendent of schools, an elected municipal officer, or an elected special district officer in a special district with ad valorem taxing authority shall not lobby for compensation on issues of policy, appropriations, or procurement before his or her former agency or governing body. [Art. II Sec 8(f)(3)c., Fla. Const. and Sec. 112.3121, Fla. Stat.]

4. *Additional Restrictions on Former State Employees*

A former executive or judicial branch employee or PSC employee is prohibited from having employment or a contractual relationship, at any time after retirement or termination of employment, with any business entity (other than a public agency) in connection with a contract in which the employee participated personally and substantially by recommendation or decision while a public employee. [Sec. 112.3185(3), Fla. Stat.]

A former executive or judicial branch employee or PSC employee who has retired or terminated employment is prohibited from having any employment or contractual relationship for two years with any business entity (other than a public agency) in connection with a contract for services which was within his or her responsibility while serving as a state employee. [Sec.112.3185(4), Fla. Stat.]

Unless waived by the agency head, a former executive or judicial branch employee or PSC employee may not be paid more for contractual services provided by him or her to the former agency during the first year after leaving the agency than his or her annual salary before leaving. [Sec. 112.3185(5), Fla. Stat.]

These prohibitions do not apply to PSC employees who were so employed on or before Dec. 31, 1994.

5. *Lobbying by Former Local Government Officers and Employees*

A person elected to county, municipal, school district, or special district office is prohibited from representing another person or entity for compensation before the government body or agency of which he or she was an officer for two years after leaving office. Appointed officers and employees of counties, municipalities, school districts, and special districts may be subject to a similar restriction by local ordinance or resolution. [Sec. 112.313(13) and (14), Fla. Stat.]

E. VOTING CONFLICTS OF INTEREST

State public officers are prohibited from voting in an official capacity on any measure which they know would inure to their own special private gain or loss. A state public officer who abstains, or who votes on a measure which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, must make every reasonable effort to file a memorandum of voting conflict with the recording secretary in advance of the vote. If that is not possible, it must be filed within 15 days after the vote occurs. The memorandum must disclose the nature of the officer's interest in the matter.

No county, municipal, or other local public officer shall vote in an official capacity upon any measure which would inure to his or her special private gain or loss, or which the officer knows would inure to the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate. The officer must publicly announce the nature of his or her interest before the vote and must file a memorandum of voting conflict on Commission Form 8B with the meeting's recording officer within 15 days after the vote occurs disclosing the nature of his or her interest in the matter. However, members of community redevelopment agencies and district officers elected on a one-acre, one-vote basis are not required to abstain when voting in that capacity.

No appointed state or local officer shall participate in any matter which would inure to the officer's special private gain or loss, the special private gain or loss of any principal by whom he or she is retained, of the parent organization or subsidiary or sibling of a corporate principal by which he or she is retained, of a relative, or of a business associate, without first disclosing the nature of his or her interest in the matter. The memorandum of voting conflict (Commission Form 8A or 8B) must be filed with the meeting's recording officer, be provided to the other members of the agency, and be read publicly at the next meeting.

If the conflict is unknown or not disclosed prior to the meeting, the appointed official must orally disclose the conflict at the meeting when the conflict becomes known. Also, a written memorandum of voting conflict must be filed with the meeting's recording officer within 15 days of the disclosure being made and must be provided to the other members of the agency, with the disclosure being read publicly at the next scheduled meeting. [Sec. 112.3143, Fla. Stat.]

F. DISCLOSURES

Conflicts of interest may occur when public officials are in a position to make decisions that affect their personal financial interests. This is why public officers and employees, as well as candidates who run for public office, are required to publicly disclose their financial interests. The disclosure process serves to remind officials of their obligation to put the public interest above personal considerations. It also helps citizens to monitor the considerations of those who spend their tax dollars and participate in public policy decisions or administration.

All public officials and candidates do not file the same degree of disclosure; nor do they all file at the same time or place. Thus, care must be taken to determine which disclosure forms a particular official or candidate is required to file.

The following forms are described below to set forth the requirements of the various disclosures and the steps for correctly providing the information in a timely manner.

1. *FORM 1 - Limited Financial Disclosure*

Who Must File:

Persons required to file FORM 1 include all state officers, local officers, candidates for local elective office, and specified state employees as defined below (other than those officers who are required by law to file FORM 6).

STATE OFFICERS include:

- 1) Elected public officials not serving in a political subdivision of the state and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of each board, commission, authority, or council having statewide jurisdiction, excluding members of solely advisory bodies; but including judicial nominating commission members; directors of Enterprise Florida, Scripps Florida Funding Corporation, and CareerSource Florida, and members of the Council on the Social Status of Black Men and Boys; the Executive Director, governors, and senior managers of Citizens Property Insurance Corporation; governors and senior managers of Florida Workers' Compensation Joint Underwriting Association, board members of the Northeast Florida Regional Transportation Commission, and members of the board of Triumph Gulf Coast, Inc.; members of the board of Florida is

for Veterans, Inc.; and members of the Technology Advisory Council within the Agency for State Technology.

- 3) The Commissioner of Education, members of the State Board of Education, the Board of Governors, local boards of trustees and presidents of state universities, and members of the Florida Prepaid College Board.

LOCAL OFFICERS include:

- 1) Persons elected to office in any political subdivision (such as municipalities, counties, and special districts) and any person appointed to fill a vacancy in such office, unless required to file full disclosure on Form 6.
- 2) Appointed members of the following boards, councils, commissions, authorities, or other bodies of any county, municipality, school district, independent special district, or other political subdivision: the governing body of the subdivision; a community college or junior college district board of trustees; a board having the power to enforce local code provisions; a planning or zoning board, board of adjustments or appeals, community redevelopment agency board, or other board having the power to recommend, create, or modify land planning or zoning within the political subdivision, except for citizen advisory committees, technical coordinating committees, and similar groups who only have the power to make recommendations to planning or zoning boards, except for representatives of a military installation acting on behalf of all military installations within that jurisdiction; a pension board or retirement board empowered to invest pension or retirement funds or to determine entitlement to or amount of a pension or other retirement benefit.
- 3) Any other appointed member of a local government board who is required to file a statement of financial interests by the appointing authority or the enabling legislation, ordinance, or resolution creating the board.
- 4) Persons holding any of these positions in local government: county or city manager; chief administrative employee or finance director of a county, municipality, or other

political subdivision; county or municipal attorney; chief county or municipal building inspector; county or municipal water resources coordinator; county or municipal pollution control director; county or municipal environmental control director; county or municipal administrator with power to grant or deny a land development permit; chief of police; fire chief; municipal clerk; appointed district school superintendent; community college president; district medical examiner; purchasing agent (regardless of title) having the authority to make any purchase exceeding \$35,000 for the local governmental unit.

- 5) Members of governing boards of charter schools operated by a city or other public entity.
- 6) The officers, directors, and chief executive officer of a corporation, partnership, or other business entity that is serving as the chief administrative or executive officer or employee of a political subdivision, and any business entity employee who is acting as the chief administrative or executive officer or employee of the political subdivision. [Sec. 112.3136, Fla. Stat.]

SPECIFIED STATE EMPLOYEE includes:

- 1) Employees in the Office of the Governor or of a Cabinet member who are exempt from the Career Service System, excluding secretarial, clerical, and similar positions.
- 2) The following positions in each state department, commission, board, or council: secretary or state surgeon general, assistant or deputy secretary, executive director, assistant or deputy executive director, and anyone having the power normally conferred upon such persons, regardless of title.
- 3) The following positions in each state department or division: director, assistant or deputy director, bureau chief, assistant bureau chief, and any person having the power normally conferred upon such persons, regardless of title.

- 4) Assistant state attorneys, assistant public defenders, criminal conflict and civil regional counsel, assistant criminal conflict and civil regional counsel, public counsel, full-time state employees serving as counsel or assistant counsel to a state agency, judges of compensation claims, administrative law judges, and hearing officers.
- 5) The superintendent or director of a state mental health institute established for training and research in the mental health field, or any major state institution or facility established for corrections, training, treatment, or rehabilitation.
- 6) State agency business managers, finance and accounting directors, personnel officers, grant coordinators, and purchasing agents (regardless of title) with power to make a purchase exceeding \$35,000.
- 7) The following positions in legislative branch agencies: each employee (other than those employed in maintenance, clerical, secretarial, or similar positions and legislative assistants exempted by the presiding officer of their house); and each employee of the Commission on Ethics.

What Must Be Disclosed:

FORM 1 requirements are set forth fully on the form. In general, this includes the reporting person's sources and types of financial interests, such as the names of employers and addresses of real property holdings. NO DOLLAR VALUES ARE REQUIRED TO BE LISTED. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When to File:

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

STATE and LOCAL OFFICERS and SPECIFIED STATE EMPLOYEES are required to file disclosure by July 1 of each year. They also must file within thirty days from the date of appointment or the beginning of employment. Those appointees requiring Senate confirmation must file prior to confirmation.

Where to File:

File with the Commission on Ethics. [Sec. 112.3145, Fla. Stat.]

Beginning January 1, 2024, all Form 1 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name or organization on the Commission's website.

2. *FORM 1F - Final Form 1 Limited Financial Disclosure*

FORM 1F is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 1 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

3. *FORM 2 - Quarterly Client Disclosure*

The state officers, local officers, and specified state employees listed above, as well as elected constitutional officers, must file a FORM 2 if they or a partner or associate of their professional firm represent a client for compensation before an agency at their level of government.

A FORM 2 disclosure includes the names of clients represented by the reporting person or by any partner or associate of his or her professional firm for a fee or commission before agencies at the reporting person's level of government. Such representations do not include appearances in ministerial matters, appearances before judges of compensation claims, or representations on behalf of one's agency in one's official capacity. Nor does the term include the preparation and filing of forms and applications merely for the purpose of obtaining or transferring a license, so long as the

issuance of the license does not require a variance, special consideration, or a certificate of public convenience and necessity.

When to File:

This disclosure should be filed quarterly, by the end of the calendar quarter following the calendar quarter during which a reportable representation was made. FORM 2 need not be filed merely to indicate that no reportable representations occurred during the preceding quarter; it should be filed ONLY when reportable representations were made during the quarter.

Where To File:

File with the Commission on Ethics. [Sec. 112.3145(4), Fla. Stat.]

Beginning January 1, 2024, all Form 2 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable on the Commission's website.

4. *FORM 6 - Full and Public Disclosure*

Who Must File:

Persons required by law to file FORM 6 include all elected constitutional officers and candidates for such office; the mayor and members of a city council and candidates for these offices; the Duval County Superintendent of Schools; judges of compensation claims (pursuant to Sec. 440.442, Fla. Stat.); members of the Florida Housing Finance Corporation Board and members of expressway authorities, transportation authorities (except the Jacksonville Transportation Authority), bridge authority, or toll authorities created pursuant to Ch. 348 or 343, or 349, or other general law.

What Must be Disclosed:

FORM 6 is a detailed disclosure of assets, liabilities, and sources of income over \$1,000 and their values, as well as net worth. Officials may opt to file their most recent income tax return in lieu of listing sources of income but still must disclose their assets, liabilities, and net worth. In addition, the form requires the disclosure of certain relationships with, and ownership interests in, specified types of businesses such as banks, savings and loans, insurance companies, and utility companies.

When and Where To File:

Officials must file FORM 6 annually by July 1 with the Commission on Ethics.

Beginning January 1, 2023, all Form 6 disclosures must be filed electronically through the Commission's electronic filing system. These disclosures will be published and searchable by name and organization on the Commission's website.

CANDIDATES who do not currently hold a position requiring the filing of a Form 1 or Form 6 must register and use the electronic filing system to complete the Form 6, then print and file the disclosure with the officer before whom they qualify at the time of qualifying. [Art. II, Sec. 8(a) and (i), Fla. Const., and Sec. 112.3144, Fla. Stat.]

5. *FORM 6F - Final Form 6 Full and Public Disclosure*

This is the disclosure form required to be filed within 60 days after a public officer or employee required to file FORM 6 leaves his or her public position. The form covers the disclosure period between January 1 and the last day of office or employment within that year.

6. *FORM 9 - Quarterly Gift Disclosure*

Each person required to file FORM 1 or FORM 6, and each state procurement employee, must file a FORM 9, Quarterly Gift Disclosure, with the Commission on Ethics on the last day of any calendar quarter following the calendar quarter in which he or she received a gift worth more than \$100, other

than gifts from relatives, gifts prohibited from being accepted, gifts primarily associated with his or her business or employment, and gifts otherwise required to be disclosed. FORM 9 NEED NOT BE FILED if no such gift was received during the calendar quarter.

Information to be disclosed includes a description of the gift and its value, the name and address of the donor, the date of the gift, and a copy of any receipt for the gift provided by the donor. [Sec. 112.3148, Fla. Stat.]

7. FORM 10 - Annual Disclosure of Gifts from Government Agencies and Direct-Support Organizations and Honorarium Event Related Expenses

State government entities, airport authorities, counties, municipalities, school boards, water management districts, and the South Florida Regional Transportation Authority, may give a gift worth more than \$100 to a person required to file FORM 1 or FORM 6, and to state procurement employees, if a public purpose can be shown for the gift. Also, a direct-support organization for a governmental entity may give such a gift to a person who is an officer or employee of that entity. These gifts are to be reported on FORM 10, to be filed by July 1.

The governmental entity or direct-support organization giving the gift must provide the officer or employee with a statement about the gift no later than March 1 of the following year. The officer or employee then must disclose this information by filing a statement by July 1 with his or her annual financial disclosure that describes the gift and lists the donor, the date of the gift, and the value of the total gifts provided during the calendar year. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3148, Fla. Stat.]

In addition, a person required to file FORM 1 or FORM 6, or a state procurement employee, who receives expenses or payment of expenses related to an honorarium event from someone who is prohibited from giving him or her an honorarium, must disclose annually the name, address, and affiliation of the donor, the amount of the expenses, the date of the event, a description of the expenses paid or provided, and the total value of the expenses on FORM 10. The donor paying the expenses must provide the officer or employee with a statement about the expenses within 60 days of the honorarium event.

The disclosure must be filed by July 1, for expenses received during the previous calendar year, with the officer's or employee's FORM 1 or FORM 6. State procurement employees file their statements with the Commission on Ethics. [Sec. 112.3149, Fla. Stat.]

However, notwithstanding Sec. 112.3149, Fla. Stat., no executive branch or legislative lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts or honorarium event related expenses that formerly were permitted under Sections 112.3148 and 112.3149. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts, which include anything not primarily related to political activities authorized under ch. 106, are prohibited from political committees. [Sec. 112.31485 Fla. Stat.]

8. FORM 30 - Donor's Quarterly Gift Disclosure

As mentioned above, the following persons and entities generally are prohibited from giving a gift worth more than \$100 to a reporting individual (a person required to file FORM 1 or FORM 6) or to a state procurement employee: a political committee; a lobbyist who lobbies the reporting individual's or procurement employee's agency, and the partner, firm, employer, or principal of such a lobbyist; and vendors. If such person or entity makes a gift worth between \$25 and \$100 to a reporting individual or state procurement employee (that is not accepted in behalf of a governmental entity or charitable organization), the gift should be reported on FORM 30. The donor also must notify the recipient at the time the gift is made that it will be reported.

The FORM 30 should be filed by the last day of the calendar quarter following the calendar quarter in which the gift was made. If the gift was made to an individual in the legislative branch, FORM 30 should be filed with the Lobbyist Registrar. [See page 35 for address.] If the gift was to any other reporting individual or state procurement employee, FORM 30 should be filed with the Commission on Ethics.

However, notwithstanding Section 112.3148, Fla. Stat., no executive branch lobbyist or principal shall make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 shall knowingly accept, directly or indirectly, any expenditure made for the purpose of lobbying. This may include gifts that formerly were permitted under Section 112.3148. [Sec. 112.3215, Fla. Stat.] Similar prohibitions apply to legislative officials and employees. However, these laws are not administered by the Commission on Ethics. [Sec. 11.045, Fla. Stat.] In addition, gifts from political committees are prohibited. [Sec. 112.31485, Fla. Stat.]

9. *FORM 1X AND FORM 6X - Amendments to Form 1 and Form 6*

These forms are provided for officers or employees to amend their previously filed Form 1 or Form 6.

IV. AVAILABILITY OF FORMS

Beginning January 1, 2024, LOCAL OFFICERS and EMPLOYEES, and OTHER STATE OFFICERS, and SPECIFIED STATE EMPLOYEES who must file FORM 1 annually must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

ELECTED CONSTITUTIONAL OFFICERS and other officials who must file Form 6 annually, including City Commissioners and Mayors, must file electronically via the Commission's Electronic Financial Disclosure Management System (EFDMS). Paper forms will not be promulgated. Communications regarding the annual filing requirement will be sent via email to filers no later than June 1. Filers must maintain an updated email address in their User Profile in EFDMS.

V. PENALTIES

A. Non-criminal Penalties for Violation of the Sunshine Amendment and the Code of Ethics

There are no criminal penalties for violation of the Sunshine Amendment and the Code of Ethics. Penalties for violation of these laws may include: impeachment, removal from office or employment, suspension, public censure, reprimand, demotion, reduction in salary level, forfeiture of no more than one-third salary per month for no more than twelve months, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift from a political committee.

B. Penalties for Candidates

CANDIDATES for public office who are found in violation of the Sunshine Amendment or the Code of Ethics may be subject to one or more of the following penalties: disqualification from being on the ballot, public censure, reprimand, or a civil penalty not to exceed \$10,000*, and triple the value of a gift received from a political committee.

C. Penalties for Former Officers and Employees

FORMER PUBLIC OFFICERS or EMPLOYEES who are found in violation of a provision applicable to former officers or employees or whose violation occurred prior to such officer's or employee's leaving public office or employment may be subject to one or more of the following penalties: public censure and reprimand, a civil penalty not to exceed \$10,000*, and restitution of any pecuniary benefits received, and triple the value of a gift received from a political committee.

*Conduct occurring after May 11, 2023, will be subject to a recommended civil penalty of up to \$20,000. [Ch. 2023-49, Laws of Florida.]

D. Penalties for Lobbyists and Others

An executive branch lobbyist who has failed to comply with the Executive Branch Lobbying Registration law (see Part VIII) may be fined up to \$5,000, reprimanded, censured, or prohibited from lobbying executive branch agencies for up to two years. Lobbyists, their employers, principals, partners, and firms, and political committees and committees of continuous existence who give a prohibited gift or honorarium or fail to comply with the gift reporting requirements for gifts worth between \$25 and \$100, may be penalized by a fine of not more than \$5,000 and a prohibition on lobbying, or employing a lobbyist to lobby, before the agency of the public officer or employee to whom the gift was given for up to two years. Any agent or person acting on behalf of a political committee giving a prohibited gift is personally liable for a civil penalty of up to triple the value of the gift.

Executive Branch lobbying firms that fail to timely file their quarterly compensation reports may be fined \$50 per day per report for each day the report is late, up to a maximum fine of \$5,000 per report.

E. Felony Convictions: Forfeiture of Retirement Benefits

Public officers and employees are subject to forfeiture of all rights and benefits under the retirement system to which they belong if convicted of certain offenses. The offenses include embezzlement or theft of public funds; bribery; felonies specified in Chapter 838, Florida Statutes; impeachable offenses; and felonies committed with intent to defraud the public or their public agency. [Sec. 112.3173, Fla. Stat.]

F. Automatic Penalties for Failure to File Annual Disclosure

Public officers and employees required to file either Form 1 or Form 6 annual financial disclosure are subject to automatic fines of \$25 for each day late the form is filed after September 1, up to a maximum penalty of \$1,500. [Sec. 112.3144 and 112.3145, Fla. Stat.]

VI. ADVISORY OPINIONS

Conflicts of interest may be avoided by greater awareness of the ethics laws on the part of public officials and employees through advisory assistance from the Commission on Ethics.

A. Who Can Request an Opinion

Any public officer, candidate for public office, or public employee in Florida who is in doubt about the applicability of the standards of conduct or disclosure laws to himself or herself, or anyone who has the power to hire or terminate another public employee, may seek an advisory opinion from the Commission about himself or herself or that employee.

B. How to Request an Opinion

Opinions may be requested by letter presenting a question based on a real situation and including a detailed description of the situation. Opinions are issued by the Commission and are binding on the conduct of the person who is the subject of the opinion, unless material facts were omitted or misstated in the request for the opinion. Published opinions will not bear the name of the persons involved unless they consent to the use of their names; however, the request and all information pertaining to it is a public record, made available to the Commission and to members of the public in advance of the Commission's consideration of the question.

C. How to Obtain Published Opinions

All of the Commission's opinions are available for viewing or download at its website:
www.ethics.state.fl.us.

VII. COMPLAINTS

A. Citizen Involvement

The Commission on Ethics cannot conduct investigations of alleged violations of the Sunshine Amendment or the Code of Ethics unless a person files a sworn complaint with the Commission alleging such violation has occurred, or a referral is received, as discussed below.

If you have knowledge that a person in government has violated the standards of conduct or disclosure laws described above, you may report these violations to the Commission by filing a sworn complaint on the form prescribed by the Commission and available for download at www.ethics.state.fl.us. The Commission is unable to take action based on learning of such misdeeds through newspaper reports, telephone calls, or letters.

You can download a complaint form (FORM 50) from the Commission's website: www.ethics.state.fl.us, or contact the Commission office at the address or phone number shown on the inside front cover of this booklet.

B. Referrals

The Commission may accept referrals from: the Governor, the Florida Department of Law Enforcement, a State Attorney, or a U.S. Attorney. A vote of six of the Commission's nine members is required to proceed on such a referral.

C. Confidentiality

The complaint or referral, as well as all proceedings and records relating thereto, is confidential until the accused requests that such records be made public or until the matter reaches a stage in the Commission's proceedings where it becomes public. This means that unless the Commission receives a written waiver of confidentiality from the accused, the Commission is not free to release any documents or to comment on a complaint or referral to members of the public or press, so long as the complaint or referral remains in a confidential stage.

A COMPLAINT OR REFERRAL MAY NOT BE FILED WITH RESPECT TO A CANDIDATE ON THE DAY OF THE ELECTION, OR WITHIN THE 30 CALENDAR DAYS PRECEDING THE ELECTION DATE, UNLESS IT IS BASED ON PERSONAL INFORMATION OR INFORMATION OTHER THAN HEARSAY.

D. How the Complaint Process Works

Complaints which allege a matter within the Commission's jurisdiction are assigned a tracking number and Commission staff forwards a copy of the original sworn complaint to the accused within five working days of its receipt. Any subsequent sworn amendments to the complaint also are transmitted within five working days of their receipt.

Once a complaint is filed, it goes through three procedural stages under the Commission's rules. The first stage is a determination of whether the allegations of the complaint are legally sufficient: that is, whether they indicate a possible violation of any law over which the Commission has jurisdiction. If the complaint is found not to be legally sufficient, the Commission will order that the complaint be dismissed without investigation, and all records relating to the complaint will become public at that time.

In cases of very minor financial disclosure violations, the official will be allowed an opportunity to correct or amend his or her disclosure form. Otherwise, if the complaint is found to be legally sufficient, a preliminary investigation will be undertaken by the investigative staff of the Commission. The second stage of the Commission's proceedings involves this preliminary investigation and a decision by the Commission as to whether there is probable cause to believe that there has been a violation of any of the ethics laws. If the Commission finds no probable cause to believe there has been a violation of the ethics laws, the complaint will be dismissed and will become a matter of public record. If the Commission finds probable cause to believe there has been a violation of the ethics laws, the complaint becomes public and usually enters the third stage of proceedings. This stage requires the Commission to decide whether the law was actually violated and, if so, whether a penalty should be recommended. At this stage, the accused has the right to request a public hearing (trial) at which evidence is presented, or the Commission may order that such a hearing be held. Public hearings usually are held in or near the area where the alleged violation occurred.

When the Commission concludes that a violation has been committed, it issues a public report of its findings and may recommend one or more penalties to the appropriate disciplinary body or official.

When the Commission determines that a person has filed a complaint with knowledge that the complaint contains one or more false allegations or with reckless disregard for whether the complaint contains false allegations, the complainant will be liable for costs plus reasonable attorney's fees incurred by the person complained against. The Department of Legal Affairs may bring a civil action to recover such fees and costs, if they are not paid voluntarily within 30 days.

E. Dismissal of Complaints At Any Stage of Disposition

The Commission may, at its discretion, dismiss any complaint at any stage of disposition should it determine that the public interest would not be served by proceeding further, in which case the Commission will issue a public report stating with particularity its reasons for the dismissal. [Sec. 112.324(12), Fla. Stat.]

F. Statute of Limitations

All sworn complaints alleging a violation of the Sunshine Amendment or the Code of Ethics must be filed with the Commission within five years of the alleged violation or other breach of the public trust. Time starts to run on the day AFTER the violation or breach of public trust is committed. The statute of limitations is tolled on the day a sworn complaint is filed with the Commission. If a complaint is filed and the statute of limitations has run, the complaint will be dismissed. [Sec. 112.3231, Fla. Stat.]

VIII. EXECUTIVE BRANCH LOBBYING

Any person who, for compensation and on behalf of another, lobbies an agency of the executive branch of state government with respect to a decision in the area of policy or procurement may be required to register as an executive branch lobbyist. Registration is required before lobbying an agency and is renewable annually. In addition, each lobbying firm must file a compensation report

with the Commission for each calendar quarter during any portion of which one or more of the firm's lobbyists were registered to represent a principal. As noted above, no executive branch lobbyist or principal can make, directly or indirectly, and no executive branch agency official or employee who files FORM 1 or FORM 6 can knowingly accept, directly or indirectly, **any expenditure** made for the purpose of lobbying. [Sec. 112.3215, Fla. Stat.]

Paying an executive branch lobbyist a contingency fee based upon the outcome of any specific executive branch action, and receiving such a fee, is prohibited. A violation of this prohibition is a first degree misdemeanor, and the amount received is subject to forfeiture. This does not prohibit sales people from receiving a commission. [Sec. 112.3217, Fla. Stat.]

Executive branch departments, state universities, community colleges, and water management districts are prohibited from using public funds to retain an executive branch (or legislative branch) lobbyist, although these agencies may use full-time employees as lobbyists. [Sec. 11.062, Fla. Stat.]

Online registration and filing is available at www.floridalobbyist.gov. Additional information about the executive branch lobbyist registration system may be obtained by contacting the Lobbyist Registrar at the following address:

Executive Branch Lobbyist Registration
Room G-68, Claude Pepper Building
111 W. Madison Street
Tallahassee, FL 32399-1425
Phone: 850/922-4990

IX. WHISTLE-BLOWER'S ACT

In 1986, the Legislature enacted a "Whistle-blower's Act" to protect employees of agencies and government contractors from adverse personnel actions in retaliation for disclosing information in a sworn complaint alleging certain types of improper activities. Since then, the Legislature has revised this law to afford greater protection to these employees.

While this language is contained within the Code of Ethics, the Commission has no jurisdiction or authority to proceed against persons who violate this Act. Therefore, a person who has disclosed information alleging improper conduct governed by this law and who may suffer adverse consequences as a result should contact one or more of the following: the Office of the Chief Inspector General in the Executive Office of the Governor; the Department of Legal Affairs; the Florida Commission on Human Relations; or a private attorney. [Sec. 112.3187 - 112.31895, Fla. Stat.]

X. ADDITIONAL INFORMATION

As mentioned above, we suggest that you review the language used in each law for a more detailed understanding of Florida's ethics laws. The "Sunshine Amendment" is Article II, Section 8, of the Florida Constitution. The Code of Ethics for Public Officers and Employees is contained in Part III of Chapter 112, Florida Statutes.

Additional information about the Commission's functions and interpretations of these laws may be found in Chapter 34 of the Florida Administrative Code, where the Commission's rules are published, and in The Florida Administrative Law Reports, which until 2005 published many of the Commission's final orders. The Commission's rules, orders, and opinions also are available at www.ethics.state.fl.us.

If you are a public officer or employee concerned about your obligations under these laws, the staff of the Commission will be happy to respond to oral and written inquiries by providing information about the law, the Commission's interpretations of the law, and the Commission's procedures.

XI. TRAINING

Constitutional officers, elected municipal officers, commissioners of community redevelopment agencies (CRAs), and commissioners of community development districts are required to receive a total of four hours training, per calendar year, in the area of ethics, public

records, and open meetings. The Commission on Ethics does not track compliance or certify providers. Officials indicate their compliance with the training requirement when they file their annual Form 1 or Form 6.

Visit the training page on the Commission's website for up-to-date rules, opinions, audio/video training, and opportunities for live training conducted by Commission staff.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

4D

FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE
MAILING ADDRESS	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF: ☐ CITY ☐ COUNTY ☐ OTHER LOCAL AGENCY
CITY COUNTY	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED	MY POSITION IS: ☐ ELECTIVE ☐ APPOINTIVE

WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a “relative” includes only the officer’s father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A “business associate” means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

* * * * *

ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

PRIOR TO THE VOTE BEING TAKEN by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

WITHIN 15 DAYS AFTER THE VOTE OCCURS by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

* * * * *

APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)

APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, _____, hereby disclose that on _____, 20 ____ :

(a) A measure came or will come before my agency which (check one or more)

- ____ inured to my special private gain or loss;
- ____ inured to the special gain or loss of my business associate, _____ ;
- ____ inured to the special gain or loss of my relative, _____ ;
- ____ inured to the special gain or loss of _____, by
whom I am retained; or
- ____ inured to the special gain or loss of _____, which
is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

Date Filed

Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2024-16

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT ELECTING AND
REMOVING OFFICERS OF THE DISTRICT AND PROVIDING FOR AN
EFFECTIVE DATE.**

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

WHEREAS, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

SECTION 1. The following is/are elected as Officer(s) of the District effective August 15, 2024:

_____ is elected Chair
_____ is elected Vice Chair
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary
_____ is elected Assistant Secretary

SECTION 2. The following Officer(s) shall be removed as Officer(s) as of August 15, 2024:

Scott Morton Assistant Secretary

SECTION 3. The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

Cindy Cerbone is Assistant Secretary

Andrew Kantarzhi is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2024-17

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, SERIES 2024; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE BONDS; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Solaeris 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 – Master Offsite 2024 Project), in the par amount of \$13,815,000 (“Series 2024 Bonds”); and

WHEREAS, the District previously adopted a resolution authorizing the finalization of the debt assessment lien securing the Series 2024 Bonds, including but not limited to authorization to finalize the supplemental engineer’s report and supplemental assessment report; and

WHEREAS, the District closed on the sale of the Series 2024 Bonds on May 14, 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 SOLAERIS 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 but not limited to: (1) the execution and delivery of the Closing Documents, (2) the exercise of all authority granted pursuant to Resolution 2024-10 which authorized the issuance of the Bonds, (3) the exercise of all authority pursuant to, and finalization of, Resolution 2024-15 which confirmed the maximum assessment lien securing the Bonds, and (4) the execution and delivery of 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, and Resolutions 2024-10 and 2024-15 on file with the District Manager and as included in the transcript for the Series 2024 Bonds are hereby determined to be in final form.

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 15th day of August, 2024.

ATTEST:

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

7

RESOLUTION 2024-18

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM AND CONSERVATION AREAS.

WHEREAS, the Solaeris Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* and for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

WHEREAS, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management and conservation improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*; and

WHEREAS, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to Section 190.021, *Florida Statutes*; and

WHEREAS, the South Water Management District has issued a permit for the construction and operation of the water management system at Solaeris; and

WHEREAS, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the Improvements and conservation areas (and related signage and other appurtenant improvements) within Solaeris ("**Improvements**"), and desires to be added to any applicable approvals and/or permits as a "Co-Applicant" such that, upon transfer of the project from the construction to operation phase, the District can assume operation and maintenance responsibility for the Improvements; and

WHEREAS, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Improvements, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "A;"** and

WHEREAS, the District is authorized to perpetually operate and maintain mitigation areas within its boundaries, desires to perpetually operate and maintain Improvements in accordance with the Plan, and levy annual assessments for the purpose of operating and maintaining the Improvements and to ensure funds will be available if needed for corrective action; and

WHEREAS, upon transfer of the Improvements to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Improvements in accordance with all applicable regulations.

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

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Improvements from the construction to operation phase, the District will perpetually operate, maintain and fund the Improvements as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), *Florida Statutes*.

3. **ANNUAL LEVY OF MAINTENANCE SPECIAL ASSESSMENTS.** Upon transfer of Improvements to the operation phase, the District, as a part of its annual operations and maintenance budget, will levy maintenance special assessments for the perpetual operation and maintenance of the Improvements in amounts necessary to comply with the Plan. These funds may not be used for any purpose other than providing funding for the Improvements in accordance with the Plan.

4. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

APPROVED and **ADOPTED** this 15th day of August, 2024.

**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A

MAINTENANCE PLAN FOR IMPROVEMENTS

The Improvements include the District's stormwater improvements, conservation areas, and any related appurtenances (e.g., signage, etc.).

Weekly:

- Common mowing of the pond banks on a weekly basis (or every other week from March 1 through November 1), and weeding, edging and tree trimming will be done on an as needed basis.

Monthly:

- Conduct any monitoring and maintenance of any Improvements ponds and improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

Yearly:

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

8A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Solaeris Community Development
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/26/2024, 08/02/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 08/02/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$292.08

Tax Amount: \$0.00

Payment Cost: \$292.08

Order No: 10404277

Customer No: 1071701

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR 2024/2025
BUDGET(S); AND NOTICE OF
REGULAR BOARD OF
SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Solaeris Community Development District ("District") will hold a public hearing on August 15, 2024 at 11:15 a.m., and at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986, for the purpose of hearing comments and objections on the adoption of the proposed budget(s) ("Proposed Budget") of the District for the fiscal year beginning October 1, 2024 and ending September 30, 2025 ("Fiscal Year 2024/2025"). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget may be obtained at the offices of the District Manager, Wrathell, Hunt and Associates, LLC, 2300 Glades Road #410W, Boca Raton, Florida 33431 ("District Manager's Office"), during normal business hours, or by visiting the District's website at <https://www.solaeriscdd.net/>.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and meeting may be continued to a date, time, and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or meeting is advised that person will need a record of proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

District Manager
Pub: July 26 & Aug 2, 2024
TCN10404277

KAITLYN FELTY
Notary Public
State of Wisconsin

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

8B

RESOLUTION 2024-19

[FY 2025 APPROPRIATION RESOLUTION]

THE ANNUAL APPROPRIATION RESOLUTION OF THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June, 2024, submitted to the Board of Supervisors (“**Board**”) of the Solaeris Community Development District (“**District**”) proposed budget(s) (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

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

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

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

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

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.
- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* ("**Adopted Budget**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Solaeris Community Development District for the Fiscal Year Ending September 30, 2025."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2024/2025, the sums set forth in **Exhibit A** to be raised by the levy of assessments, a funding agreement and/or otherwise. Such sums are deemed by the Board to be necessary to defray all expenditures of the District during said budget year, and are to be divided and appropriated in the amounts set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2024/2025 or within 60 days following the end of the Fiscal Year 2024/2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

PASSED AND ADOPTED THIS 15TH DAY OF AUGUST, 2024.

ATTEST:

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

By: _____

By: _____

Title: _____

Its: _____

Exhibit A: Fiscal Year 2024/2025 Budget(s)

Exhibit A: Fiscal Year 2024/2025 Budget(s)

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2025**

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
TABLE OF CONTENTS**

<u>Description</u>	<u>Page Number(s)</u>
General Fund Budget	1
Definitions of General Fund Expenditures	2

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	Budget FY 2025
REVENUES					
Landowner contribution	\$ 100,165	\$ 19,922	\$ 80,243	\$ 100,165	\$ 202,165
Total revenues	100,165	19,922	80,243	100,165	202,165
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	10,000	38,000	48,000	48,000
Legal	25,000	8,307	16,693	25,000	25,000
Engineering	5,000	-	5,000	5,000	5,000
Audit	4,075	-	4,075	4,075	4,075
Arbitrage rebate calculation*	750	-	750	750	750
Dissemination agent*	1,000	-	1,000	1,000	1,000
EMMA software service**	-	-	-	-	2,000
Trustee**	5,500	-	5,500	5,500	5,500
Telephone	200	83	117	200	200
Postage	500	-	500	500	500
Printing & binding	500	208	292	500	500
Legal advertising	2,000	-	2,000	2,000	2,000
Annual special district fee	175	175	-	175	175
Insurance	6,050	5,000	-	5,000	6,050
Contingencies/bank charges	500	4	496	500	500
Website hosting & maintenance	705	1,680	-	1,680	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	100,165	25,457	74,633	100,165	102,165
Field operations					
Field operations management	-	-	-	-	6,000
Field operations accounting	-	-	-	-	1,000
Landscape maintenance	-	-	-	-	50,000
Landscape inspection	-	-	-	-	9,000
Wet ponds	-	-	-	-	4,000
Pump maintenance	-	-	-	-	8,000
Electricity	-	-	-	-	2,000
Streetlighting	-	-	-	-	10,000
Contingencies	-	-	-	-	10,000
Total field operations	-	-	-	-	100,000
Total expenditures	100,165	25,457	74,633	100,165	202,165
Excess/(deficiency) of revenues over/(under) expenditures	-	(5,535)	5,610	-	-
Fund balance - beginning (unaudited)	-	(2,347)	(7,882)	(2,347)	(2,347)
Fund balance - ending (projected)	-	(7,882)	(7,882)	(2,347)	(2,347)
Unassigned	-	(7,882)	(7,882)	(2,347)	(2,347)
Fund balance - ending	\$ -	\$ (7,882)	\$ (7,882)	\$ (2,347)	\$ (2,347)

*These items will be realized when bonds are issued

**This expense is paid from the costs of issuance in the initial year. Thereafter, this will be a budgeted expense.

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

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	5,000
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	4,075
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation*	750
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the EMMA software service**	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	2,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	6,050
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Field operations accounting	1,000
Field operations management	6,000
Landscape maintenance	50,000
Landscape inspection	9,000
Wet ponds	4,000
Pump maintenance	8,000
Electricity	2,000
Streetlighting	10,000
Contingencies	10,000
Total expenditures	<u><u>\$202,165</u></u>

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

9

**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2024, by and between:

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

OAK RIDGE RANCHES LLC, a Florida limited liability company, with an address of 14025 Riveredge Drive, #175, Tampa, Florida 33637 ("**Developer**").

RECITALS

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

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2024/2025, which year concludes on September 30, 2025; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2024/2025 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

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

1. **FUNDING.** The Developer agrees to make available to the District the monies ("**Funding Obligation**") necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer's consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The funds shall be placed in the District's general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District's right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

Chair/Vice Chair, Board of Supervisors

OAK RIDGE RANCHES LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2024/2025 General Fund Budget

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

10A



The Vogel Group, LLC Consulting Agreement
2024/25 Services Contract

This Consulting Agreement (“Agreement”) is made and entered into by and between The Vogel Group (“TVG”), 2300 N Street, NW, Suite 643, Washington DC 20037, and Solaeris Community Development District (“Solaeris”). The principal contact at Solaeris will be Cindy Cerbone and Andrew Kantarzhia, cerbonec@whhassociates.com or kantarzhia@whhassociates.com. Their mailing address is 2300 Glades Road, Suite 410W, Boca Raton, FL 33431. Solaeris and TVG may sometimes hereinafter be referred to individually as a “Consultant”, “Client” or collectively as the “Parties”.

In consideration of the covenants and conditions set forth herein, Solaeris and TVG agree as follows:

1. Description of Services. TVG agrees to provide governmental affairs consulting and representation services to Solaeris (the “Services”) related to Solaeris’ creation of a new stewardship district located within St. Lucie County, Florida. The work will involve coordination with Kutak Rock (Jonathan Johnson/Jere Earlywine) to secure local government approval/consent to the District, the identification and arrangement with sponsors of the legislation, representation of Solaeris at the “Local Delegation” meeting, and representation before the Florida Legislature in the creation of the District.
2. Staffing. This Agreement will be managed directly and personally by Gary K. Hunter, Jr., Principal at TVG, with assistance from Kyle Langan and other members of the firm as deemed necessary to achieve Client’s objectives.
3. Term. The term of this Agreement shall commence on August 1, 2024, and conclude on May 30, 2025.
4. Compensation. Solaeris will pay TVG a flat fee retainer as follows: \$90,000.00 to be billed over ten (10) monthly installments of \$9,000.00 per month, beginning in August 2024 and ending in May 2025. No additional fees except for approved travel or ancillary food and beverage items will be passed along to Solaeris under this agreement.
5. Independent Contractor Status. TVG shall not be considered an employee within the meaning of any federal or state law and Solaeris shall not be responsible for the payment of employment taxes, insurance, pension or other benefits. TVG shall have no authority to obligate Solaeris to any third party. TVG will be solely responsible for determining the means and methods for performing the consulting work including the time and place in which the Services are provided.
6. Work Product. All written work, research, and other materials and work products generated by TVG pursuant to this Agreement, shall be the property of Solaeris. TVG expressly agrees that all work product created pursuant to this Agreement is created as “work for hire” for Solaeris and the compensation paid by Solaeris to TVG under this Agreement is full, fair, and adequate consideration for conveyance to Solaeris of the copyrights in all such works.
7. Confidentiality. Subject to Florida’s public record laws, TVG shall hold in strict confidence and shall not

disclose any work product, or any information provided to TVG by Solaeris during the course of this Agreement. This includes information relating to technology, customers, business plans, business strategies, promotional activities, finances or other non-public information.

8. Compliance With Law; Indemnification. TVG shall (i) comply with all applicable laws, rules and regulations in connection with its provision of Services to Solaeris as described herein, and (ii) indemnify, defend and hold Solaeris and its affiliates, and their respective officers, directors, employees, agents, partners, members and stockholders (each an “Indemnified Party” and collectively, the “Indemnified Parties”) harmless from and against, any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees and the costs of enforcing any right to indemnification under this Agreement, incurred or sustained by, or imposed upon, any Indemnified Party, directly or indirectly, caused by, based upon, arising out of, with respect to, or by reason of any breach of the foregoing subsection (i) of this Section 8.

9. Invoicing. Beginning in August of 2024, TVG will invoice Solaeris via the following electronic mail address: cerbonec@whhassociates.com at Wrathell, Hunt & Associates, LLC. Invoices will be submitted at the outset of each month with payment due within ten (10) business days of receipt.

10. Applicable Law. This Agreement shall be governed by and construed and enforced according to the laws of Florida.

11. Entire Agreement. The Agreement contains the entire agreement between the parties and supersedes all other statements or agreements with respect to the subject matter contained herein.

12. Survival. The terms of Sections 6, 7, 8, and 10 shall survive expiration or termination of this Agreement.

AGREED BY:



Alex Vogel, CEO
The Vogel Group



(signature) Print Name & Title:
Name: Solaeris CDD
William Fife - Chair
Date: 6/20/2024



Gary Hunter, Principal
The Vogel Group

Date: 6/18/2024

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

10B

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Solaeris Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 3343

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

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

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for advice and counsel regarding the conversion of the Client to a stewardship district under Chapter 189, F.S .
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement as follows: Our proposed fee is \$50,000 exclusive of expenses, which is to be billed and paid in ten installments of \$5,000 beginning September, 2024.
- B. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- C. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock's monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able

to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

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

X. EXECUTION OF AGREEMENT

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

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**

By: W Fife

William Fife
Its: Chair

Date: 6/20/2024

KUTAK ROCK LLP

By: [Signature]
Jonathan T. Johnson

Date: 8/6/2024

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SOLAERIS

COMMUNITY DEVELOPMENT DISTRICT

11A

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Solacris Community Development
2300 Glades RD # 410W
Boca Raton FL 33431-8556

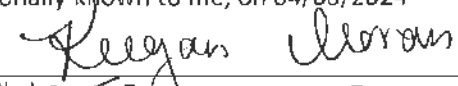
STATE OF WISCONSIN, COUNTY OF BROWN

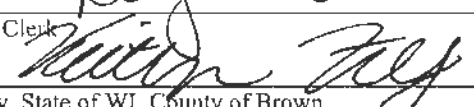
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Bids & Proposals, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

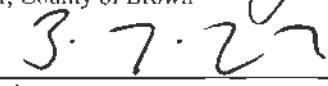
04/08/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 04/08/2024


Legal Clerk


Notary, State of WI, County of Brown


My commission expires

Publication Cost:	\$243.04	
Tax Amount:	\$0.00	
Payment Cost:	\$243.04	
Order No:	10046392	# of Copies:
Customer No:	1071701	1
PO #:		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

REQUEST FOR
QUALIFICATIONS FOR
ENGINEERING SERVICES
FOR THE SOLAERIS
COMMUNITY DEVELOPMENT
DISTRICT

RFQ for Engineering Services

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

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Lucie 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 22, 2024 by email to gill-yarda@whhassociates.com ("District Manager's Office").

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

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

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

Publish: April 08, 2024

TCN10046392

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

11B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

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

Any firm or individual ("**Applicant**") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("**Qualification Statement**") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience in St. Lucie 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 22, 2024 by email to gillyardd@whhassociates.com ("**District Manager's Office**").

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

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

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

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

SOLAERIS 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.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

11C

Via email: gillyardd@whhassoicates.com

April 22, 2024

Ms. Daphne Gillyard
Director of Administrative Services
Wrathell, Hunt and Associates LLC

RE: Request for Qualifications for Solaeris CDD RFQ for Engineering Services

Dear Ms. Gillyard:

Please find our enclosed comprehensive response to the above-referenced Request for Qualifications. We have made our best efforts to keep our response concise, consistent, and without extraneous information while staying in accordance with the terms of the request.

Please let us know if you require additional information and we will be happy to provide it.

Thank you for the opportunity to propose on this contract, we look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Thomas'.

Ryan Thomas, P.E.
President

Request For Qualifications

For Project/Consulting Engineer Service

Daphne Gillyard

Solaeris CDD

April 22, 2024

Table of Contents

Cover Letter

1. Firm Qualifications
2. Introduction to Key Project Personnel
3. SF330
4. Consultants Last Performance
5. Geographic Location
6. Willingness to Meet Time and Budge Requirements
7. Insurance Information
8. References

Firm Qualifications

Thomas Engineering Group has assembled a team of professionals that are extremely well suited to handle a project of large scope and magnitude. We are very excited to have this opportunity to present our team for this proposal.

Thomas Engineering is a consulting engineering firm that provides civil engineering, planning, surveying, permitting, and related site design services. We are renowned for our rapid responses, cutting-edge engineering solutions, regulatory agency experience, and creative project designs. Our inhouse multi-discipline capabilities that provide seamless execution of our client's objectives from site evaluation/due diligence through project completion. We have unparalleled track record for delivering consistent success to our clients and their projects.

Thomas Engineering approaches projects from an owner/developer perspective: we drive it from the very beginning, executing on pertinent milestones and consistently bringing forward creative solutions. Our customers rely on us for complete management of projects: steering the development process for them, delivering results, and remaining a reliable consultant and partner.

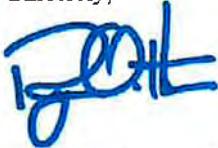
The staff at Thomas Engineering Group has worked on several high-profile projects that require a significant amount of coordination between team members. Ryan O. Thomas and his supporting staff have worked on numerous projects of similar complexity, including those you'll see within this package, which required extensive coordination with several team members from out of state as well as quarterbacking the local municipal process. Thomas Engineering Group understands the requirements of team coordination on a project of this complexity and scope.

We appreciate the opportunity to submit Thomas Engineering Group's Request for Proposal you are seeking. As a local private engineering firm, we feel that we can provide quality engineering services and enhance your project experience with value, sophistication and responsiveness. A summary of our qualifications includes:

- Local, available resources coupled with over 35 professionals in 3 offices
- Established relationships with local reviewing agencies
- Responsive project team experienced in pursuit of client goals while balancing the technical requirements of entitlements

We thank you for this opportunity and look forward to working with you and your firm.

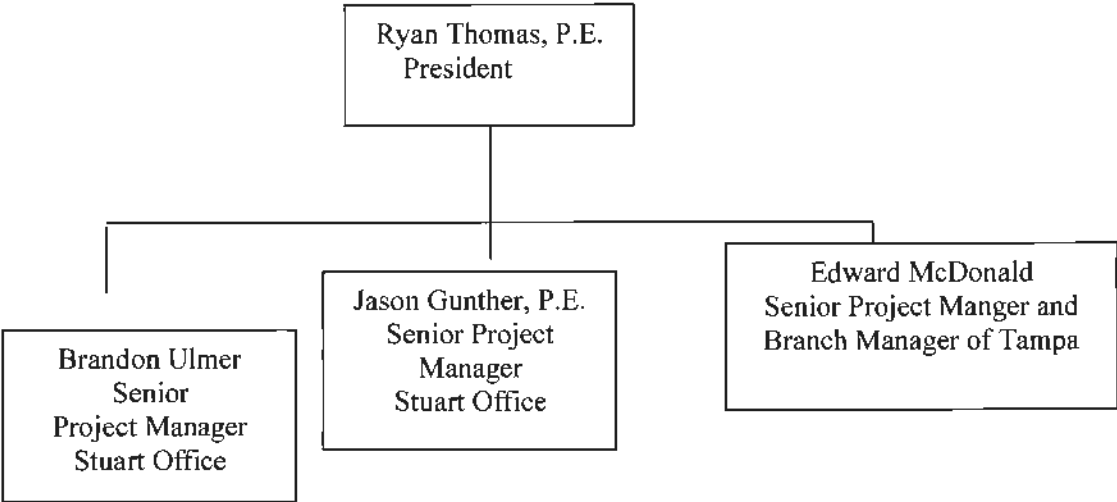
Sincerely,

A handwritten signature in blue ink, appearing to read 'R. Thomas', is positioned above the printed name.

Ryan O. Thomas, PE
President

Key Personnel for Exhibit 1 – Ability of Professional Personnel

FLORIDA OFFICE STAFF



ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

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

Project/Consulting Engineer Services

2. PUBLIC NOTICE DATE

3. SOLICITATION OR PROJECT NUMBER

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE

Ryan O. Thomas

5. NAME OF FIRM

Thomas Engineering Group

6. TELEPHONE NUMBER

954-202-7000

7. FAX NUMBER

none

8. E-MAIL ADDRESS

rthomas@thomaseg.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	JV	PARTNER	SUBCONTRACTOR	TRACTOR
a.	✓				Thomas Engineering Group ☐ CHECK IF BRANCH OFFICE	6300 NW 31st Avenue Fort Lauderdale, FL 33309 Prime
b.	✓				Thomas Engineering Group ☒ CHECK IF BRANCH OFFICE	840 SE Osceola Street Stuart, FL 34994 Prime
c.	✓				Thomas Engineering Group ☒ CHECK IF BRANCH OFFICE	1502 W. Fletcher Avenue #101 Tampa, FL 33612 Prime
d.					 ☐ CHECK IF BRANCH OFFICE	
e.					 ☐ CHECK IF BRANCH OFFICE	
f.					 ☐ CHECK IF BRANCH OFFICE	

D. ORGANIZATIONAL CHART OF PROPOSED TEAM

(Attached)

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

12. NAME Ryan O. Thomas PE	13. ROLE IN THIS CONTRACT President	14. YEARS EXPERIENCE <table border="1"><tr><td>a. TOTAL 25</td><td>b. WITH CURRENT FIRM 25</td></tr></table>		a. TOTAL 25	b. WITH CURRENT FIRM 25
a. TOTAL 25	b. WITH CURRENT FIRM 25				
15. FIRM NAME AND LOCATION (City and State) Thomas Engineering Group, Fort Lauderdale, FL 33309					
16. EDUCATION (Degree and Specialization) B.S. Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION (State and Discipline) Florida Professional Engineer #53891			
18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.) See Attached Exhibit marked "Exhibit 18"					

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION (City and State) Metropica - Sunrise, Florida	(2) YEAR COMPLETED <table border="1"><tr><td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr></table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
a. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm Metropica is a 65 acre, mixed use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NS 136th Avenue & Sunrise Blvd). See Attached Exhibit "19(a) for Full description and photo				
(1) TITLE AND LOCATION (City and State) American Express Corporate Center, Sunrise, FL	(2) YEAR COMPLETED <table border="1"><tr><td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr></table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
b. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Avenue and Sunrise Blvd. in Sunrise, FL. See Attached Exhibit "19(c)" for full description and photo				
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED <table border="1"><tr><td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr></table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
c. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm				
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED <table border="1"><tr><td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr></table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
d. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm				
(1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED <table border="1"><tr><td>PROFESSIONAL SERVICES</td><td>CONSTRUCTION (If applicable)</td></tr></table>		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)
PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)			
e. (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE ☐ Check if project performed with current firm				

18. Ryan currently serves as Principle Engineer for Thomas Engineering Group, LLC in the Fort Lauderdale, Florida office. His primary duties include day to day management of operations along with client and project development including ongoing client contact throughout projects, detailed design management, and overseeing permitting of projects. Ryan has over twenty years of experience in all aspects of site plan, subdivision and miscellaneous development-related engineering projects throughout Florida. Ryan's project type experience includes; a variety of municipal, commercial, mixed use, multi-family and residential properties.

Ryan also provides design and construction management services for public and private civil engineering projects. These services include the design of sanitary sewer systems, sanitary pump stations, water distribution systems, stormwater management systems, roadway design, preparation of contract documents and specifications and constructions inspections. His expertise is an earthwork modeling, stormwater management, and CADD design from preliminary to final plans.

Ryan has specific design experience with site planning, conceptual layouts and traffic circulation, storm sewer design, sanitary sewer design including gravity and force mains, stormwater management including retention and detention systems, flood plain and stream encroachment analysis, horizontal and vertical roadway alignments, grading, preparation of construction details, miscellaneous related engineering design fields. In addition to preparation of construction plans, Ryan is also responsible for all stages permitting through local, county, state and federal agencies.

Ryan has testified as an expert in over one hundred Florida municipalities before Planning and Zoning Boards, and Municipal Councils/Commissions.

Company Overview

Thomas Engineering Group is a multi-disciplined consulting engineering firm with a staff of over 35, including experienced licensed professionals. Our firm has provided quality civil engineering, surveying, planning, landscape architecture, project management and related site design services throughout the state for over 20 years. We continually demonstrate excellence in developing project design criteria documents and in adhering to tight project budgets and schedules, minimizing the need for change orders.

Through our 3 offices spanning Florida, we assist our clients in navigating the land development process from site evaluation and due diligence to project completion. We strive to understand our clients' business to effectively assist them in meeting their development and financial goals, providing consistent value through the development process.

Over the years, our commitment to quality and customer service remains constant. Our best working relationships range from the largest corporations and developers in the world to single, stand-alone businesses and from individual sites to program development work.



Relative Experience

Thomas Engineering Group is very familiar with the development process and understands how to not only navigate through the regulatory processes, but also how to mitigate the specific design constraints of a project. This experience has resulted in an increased knowledge as to which jurisdictional agency reviewers are expedient, flexible and sophisticated.

Please refer to the following pages for examples of similar projects recently completed and other supporting documentation, illustrating our well versed experience and staff, specifically selected for this project.

EXAMPLE PROJECTS



American Express Sunrise, FL



The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Ave & Sunrise Blvd in Sunrise, FL.

Development of the site will include construction of three equal size buildings consisting of a total of 500,000 SF +/- with surface parking and a possible parking structure.

The site will contain related site amenities and improvements inclusive of parking, access roadways, landscaping, lighting, utilities and stormwater management facilities.

Thomas Engineering Group will provide Master Site Plan, Engineering, Permitting and Construction Observation Services

Transit Village West Palm Beach, FL



Transit Village is a \$300 million mixed-use hub surrounding the station at the CSX Railroad track, that houses Tri-Rail, Amtrak and buses, in the heart of downtown West Palm Beach.

The project consists of retail, dining entertainment, multifamily residential, an office tower as well as a hotel.

The individual buildings comprise:

- 25-story apartment complex hosting 408 residential units, at least 38 of those "work force" units. A separate building would feature 12 "live-work" townhouses.
- 13-story, 300-room hotel;
- 21-floor building with 308,000 square feet of top-end "Class A" office space;
- The complex also will host 33,000 square feet of neighborhood and transit-themed retail.

Harbourside Jupiter, FL



Harbourside is a 10+/- acre multi-use development. Consists of 5 multi-story buildings inclusive of:

- Parking garages
- Ground floor retail and restaurants,
- Office use
- Wyndham Hotel
- Project is adjacent to the intracoastal water way

- Town of Jupiter's prominent Riverwalk facilities were extended through the development.
- Large amphitheater and gathering areas within on-site open space are included for the enjoyment of the public.
- Site design included construction of internal roadways to the development, both public and private, drainage system incorporating underground storage vessels, a looped water system for drinking and fire needs. In addition, a public sanitary lift station was installed with supporting gravity and force mains connecting to the Loxahatchee River Districts system.
- Website: <http://harboursideplace.com/>

Metropica Sunrise, FL



METROPICA is a 65-acre, mixed-use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NW 136th Ave & Sunrise Blvd).

The development has been conceived as a unique, up-scale experience that will appeal to professionals and residents alike who are looking for an "urban" flavor in an otherwise, suburban landscape.

The site will contain related site amenities and improvements inclusive of parking, access roadways, landscaping, lighting, utilities and stormwater management facilities.

Thomas Engineering Group is currently providing Master Site Plan, Engineering, Permitting and Construction Observation Services

Website: <http://livemetropica.com/>



Ryan O. Thomas, P.E. President

rthomas@thomaseg.com

Education

Bachelor of Science
Civil, Geotechnical &
Environmental Engineering
Rensselaer Polytechnic Institute

Bachelor of Science
Mathematics & Physics
Oneonta State University

Professional Licenses

Florida Professional Engineer
#53891

Professional Affiliations

American Society of Civil Engineers

International Council of Shopping
Centers

Sigma Pi Sigma (Physics Honor
Society)

Ryan is the President of Thomas Engineering Group. His duties include day-to-day management of operations along with client and project development including ongoing client contact throughout projects, detailed design management, and overseeing permitting of projects. Ryan has over 20 years of experience in all aspects of site plan, subdivision and miscellaneous development-related engineering projects throughout Florida. His project experience includes a variety of municipal, commercial, mixed use, multi-family and residential properties.

Ryan provides design and construction management services for public and private civil engineering projects. These services include the design of sanitary sewer systems, sanitary pump stations, water distribution systems, storm water management systems, roadway design, preparation of contract documents and specifications and construction inspections. He has extensive expertise in earthwork modeling, stormwater management, and CADD design from preliminary to final plans.

Ryan's specific design experience includes site planning, conceptual layouts and traffic circulation, storm sewer design, sanitary sewer design including gravity and force mains, stormwater management including retention and detention systems, flood plain and stream encroachment analysis, horizontal and vertical roadway alignments, grading, preparation of construction details, earthwork analysis, lighting and landscape design, preparation of soil erosion and sediment control plans, and other miscellaneous related engineering design fields. In addition to preparation of construction plans, Ryan is responsible for all stages of permitting through local, county, state, and federal agencies.

Ryan has testified as an expert in over 100 Florida municipalities before Planning & Zoning Boards & Municipal Councils/ Commissions.

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	
Jason Gunther, P.E.	Senior Project Manager	a. TOTAL 7	b. WITH CURRENT FIRM 7
15. FIRM NAME AND LOCATION <i>(City and State)</i> Thomas Engineering Group, Tampa, FL 33612			
15. EDUCATION <i>(Degree and Specialization)</i> B.S. Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer #58629	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> n/a			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Metropica - Sunrise, Florida		
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Metropica is a 65 acre, mixed use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NS 136th Avenue & Sunrise Blvd). See Attached Exhibit "19(a) for Full description and photo		
American Express Corporate Center, Sunrise, FL		
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Avenue and Sunrise Blvd. in Sunrise, FL. See Attached Exhibit "19(c)" for full description and photo		
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
e. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		



Jason M. Gunther, P.E. Senior Project Manager

jgunther@thomaseg.com

Education

B.S.
Clarkson University

A.E.S.
Caton College of Technology

Professional Licenses

Florida Professional Engineer
#58629

Professional Affiliations

American Society of Civil Engineers

Jason currently serves as a Senior Project Manager for Thomas Engineering Group. His duties include project management, design, permitting and construction related services for numerous projects throughout South Florida. Jason's project experience includes a variety of municipal, commercial, mixed use, multi-family and residential properties. He oversees civil engineering design services for projects ranging from conceptual layouts to design of construction level site plan packages inclusive of drainage studies and permitting at the local, county, states and federal level.

Jason's specific design experience includes site planning, conceptual layouts and traffic circulation, storm sewer design, sanitary sewer design including gravity and force mains, storm water management including retention and detention systems, flood plain and stream encroachment analysis, horizontal and vertical roadway alignments, grading, preparation of construction details, earthwork analysis, preparation of soil erosion and sediment control plans, water main conveyance systems and other miscellaneous related engineering design fields.

Prior to joining Thomas Engineering Group, Jason was directly responsible for employee training, cost estimation, construction permitting, drainage system planning, engineering calculations and general project management, drainage modeling for both conceptual and construction purposes, neighborhood fire protection analysis and pump station design for wastewater systems.

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

12. NAME Edward McDonald, P.E.	13. ROLE IN THIS CONTRACT Senior Project Manager	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 25
15. FIRM NAME AND LOCATION <i>(City and State)</i> Thomas Engineering Group, Tampa, FL 33612			
16. EDUCATION <i>(Degree and Specialization)</i> B.S. Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer #71615	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> n/a			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Metropica - Sunrise, Florida	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Metropica is a 65 acre, mixed use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NS 136th Avenue & Sunrise Blvd). See Attached Exhibit "19(a) for Full description and photo		
(1) TITLE AND LOCATION <i>(City and State)</i> American Express Corporate Center, Sunrise, FL	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Avenue and Sunrise Blvd. in Sunrise, FL. See Attached Exhibit "19(c)" for full description and photo		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(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		



Edward M. McDonald, P.E. Principal – Branch Manager - Tampa

emcdonald@thomaseg.com

Education

Bachelor of Science
Civil Engineering
University of Central Florida

Professional Licenses

Florida Professional Engineer
#71615

Professional Affiliations

American Society of Civil Engineers

International Council of Shopping
Centers

As Branch Manager of Thomas Engineering's Tampa, Florida Office, Edward's duties include day-to-day operations management, project development, and ongoing client communication. Edward has over 12 years experience in all aspects of site design, subdivision and miscellaneous development-related engineering projects throughout Florida. His experience includes projects on a variety of commercial, mixed use, multi-family and single-family properties and industrial properties.

Edward provides design and construction management services for public and private civil engineering projects. These services include the design of sanitary sewer systems, sanitary pump stations, water distribution systems, storm water management systems, roadway design, preparation of contract documents and specifications and construction inspections. He has extensive expertise in earthwork modeling, stormwater management, and CADD design from preliminary to final plans.

Edward's specific design experience includes site planning, conceptual layouts and traffic circulation, storm sewer design, sanitary sewer design including gravity and force mains, stormwater management including retention and detention systems, flood plain, grading, preparation of construction details, earthwork analysis, lighting and landscape design, preparation of soil erosion and sediment control plans, and other miscellaneous related engineering design fields. In addition to preparation of construction plans, Edward is responsible for all stages of permitting through local, county, state, and federal agencies.

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

12. NAME Brandon Ulmer, P.E.	13. ROLE IN THIS CONTRACT Senior Project Manager	14. YEARS EXPERIENCE a. TOTAL 7 b. WITH CURRENT FIRM 7	
15. FIRM NAME AND LOCATION <i>(City and State)</i> Thomas Engineering Group, Tampa, FL 33612			
16. EDUCATION <i>(Degree and Specialization)</i> B.S. Civil Engineering		17. CURRENT PROFESSIONAL REGISTRATION <i>(State and Discipline)</i> Florida Professional Engineer #68345	
18. OTHER PROFESSIONAL QUALIFICATIONS <i>(Publications, Organizations, Training, Awards, etc.)</i> n/a			

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i> Metropica - Sunrise, Florida	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
a. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm Metropica is a 65 acre, mixed use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NS 136th Avenue & Sunrise Blvd). See Attached Exhibit "19(a) for Full description and photo		
(1) TITLE AND LOCATION <i>(City and State)</i> American Express Corporate Center, Sunrise, FL	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
b. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Avenue and Sunrise Blvd. in Sunrise, FL. See Attached Exhibit "19(c)" for full description and photo		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
c. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED PROFESSIONAL SERVICES CONSTRUCTION <i>(If applicable)</i>	
d. (3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE ☐ Check if project performed with current firm		
(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		

Brandon M. Ulmer, P.E.

Project Manager

bulmer@thomaseg.com

Education

B.S.
Civil Engineering
Florida State University

Professional Licenses

Florida Professional Engineer
#68345

Professional Affiliations

American Society of Civil Engineers
(ASCE)

Brandon currently serves as a licensed Professional Engineer and Project Manager. Brandon brings over 13 years of experience providing comprehensive civil engineering design and consulting services to the team. Coupled with his technical expertise, Brandon's continual communication allows him to understand and anticipate project needs and Client goals while directing a multidisciplinary project team.

Brandon has extensive experience with zoning research and analysis, stormwater management design and modeling, utility design and regulatory permitting. Specific design experience includes conceptual layouts and traffic circulation, storm sewer design, sanitary sewer design including gravity and force mains, storm water management including retention and detention systems grading, preparation of construction details, preparation of soil erosion and sediment control plans and other miscellaneous related engineering design fields. In addition to preparation of construction plans, is responsible for compiling existing infrastructure data, commercial site and subdivision layout, grading design, storm water management design, utility design, client management, regulatory permitting, site visits and permit processing through local, county, state and federal agencies.

Brandon has experience working in all phases of development, from site plan processing and survey through construction. His diverse background includes ground- up and redevelopment projects in the commercial, retail, industrial, education, institutional and residential sectors.

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
---	--------------------------------

21. TITLE AND LOCATION <i>(City and State)</i> Metropica Sunrise, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2013	CONSTRUCTION <i>(if applicable)</i> n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Metropica	b. POINT OF CONTACT NAME Rafael Saldamando	c. POINT OF CONTACT TELEPHONE NUMBER 305-931-4991
-------------------------------	---	--

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

Metropica is a 65-acre, mixed use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NW 136th Ave. & Sunrise Blvd).

See Attached Exhibit "24(a)"

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME Thomas Engineering Group	(2) FIRM LOCATION <i>(City and State)</i> Fort Lauderdale, FL	(3) ROLE Engineer
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
21. TITLE AND LOCATION (City and State) Metropica Sunrise, Florida		22. YEAR COMPLETED PROFESSIONAL SERVICES 2013 CONSTRUCTION (If applicable) N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Metropica	b. POINT OF CONTACT Rafael Saldamando	c. POINT OF CONTACT TELEPHONE NUMBER (305) 931- 4991
--------------------------------------	---	--

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT



METROPICA is a 65-acre, mixed-use development project that is positioned to become the new "urban core" of the City of Sunrise, Florida (located at the corner of NW 136th Ave & Sunrise Blvd). The development has been conceived as a unique, up-scale experience that will appeal to professionals and residents alike who are looking for an "urban" flavor in an otherwise, suburban landscape.

The site will contain related site amenities and improvements inclusive of parking, access roadways, landscaping, lighting, utilities and stormwater management facilities. Thomas Engineering Group will provide Master Site Plan, Engineering, Permitting and Construction Observation Services.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION(City and State)	(3) ROLE
a.	Thomas Engineering Group	Fort Lauderdale, FL	Engineer
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				
21. TITLE AND LOCATION (City and State) American Express Corporate Center Sunrise, Florida		22. YEAR COMPLETED <table border="1"> <tr> <td>PROFESSIONAL SERVICES</td> <td>CONSTRUCTION (if applicable)</td> </tr> <tr> <td>2013</td> <td>N/A</td> </tr> </table>	PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)	2013	N/A
PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)					
2013	N/A					
23. PROJECT OWNER'S INFORMATION						
a. PROJECT OWNER American Express	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER				
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT						



The American Express Corporate Center is a 40-acre site located at the corner of SW 136th Ave & Sunrise Blvd in Sunrise, FL. Development of the site will include construction of three equal size buildings consisting of a total of 500,000 SF +/- with surface parking and a possible parking structure.

The site will contain related site amenities and improvements inclusive of parking, access roadways, landscaping, lighting, utilities and stormwater management facilities. Thomas Engineering Group will provide Master Site Plan, Engineering, Permitting and Construction Observation Services.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
a.	(1) FIRM NAME Thomas Engineering Group	(2) FIRM LOCATION (City and State) Fort Lauderdale, FL	(3) ROLE Engineer
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

[illegible]

29. EXAMPLE PROJECTS KEY

NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>	NUMBER	TITLE OF EXAMPLE PROJECT <i>(From Section F)</i>
1	Metropica Sunrise, FL	6	
2	American Express Sunrise, FL	7	
3		8	
4		9	
5		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

4/22/24

33. NAME AND TITLE

RYAN O. THOMAS, PRESIDENT

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER (If any)

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (or Branch Office) NAME Thomas Engineering Group LLC			3. YEAR ESTABLISHED 2007		4. UNIQUE ENTITY IDENTIFIER	
2b. STREET 6300 NW 31st Avenue			5. OWNERSHIP			
2c. CITY Fort Lauderdale			2d. STATE FL	2e. ZIP CODE 33309		
6a. POINT OF CONTACT NAME AND TITLE Ryan O. Thomas, P.E.			a. TYPE LLC			
6b. TELEPHONE NUMBER 954-202-7000			b. SMALL BUSINESS STATUS			
6c. EMAIL ADDRESS rthomas@thomaseg.com			7. NAME OF FIRM (If Block 2a is a Branch Office)			
8a. FORMER FIRM NAME(S) (If any)			8b. YEAR ESTABLISHED		8c. UNIQUE ENTITY IDENTIFIER	

9. EMPLOYEES BY DISCIPLINE				10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS		
a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
48	Project Manager	80	14	C10	Commercial Building	
12	Civil Engineer	102	18	C11	Community Facilities	
08	CADD Technician	56	11	C16	Construction Surveying	
02	Administrative	51	8	E02	Educational Facilities, Classrooms	
				H09	Hospital and Medical Facilities	
				H10	Hotels, Motels	
				H11	Housing (Residential, Multi Family,)	
				L01	Industrial Buildings, Mfg. Plants	
				L03	Landscape Architecture	
				P06	Planning (Site, Install. and Project)	
				R04	Recreation Facilities (Parks, Marina	
	Other Employee	20		S10	Surveying, Platting, Mapping, Flood	
				S13	Storm Water Handling and Facilitie	
				T04	Topographic Survey & Mapping	
				W01	Warehouse and Depots	
				Z01	Zoning, Land Use Studies	
	Other Employees					
Total		309	51			

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work	0	1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work	0	2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work	0	3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE 3/1/2024
c. NAME/ Ryan O. Thomas, P.E.	

Geographic Location

Within a reasonable distance to fulfill any onsite offsite meetings and or visits

840 SE Oseloa Street
Stuart, FL 34994

6300 NW 31st Avenue
Fort Lauderdale, FL 33309

Willingness to Meet Time and Budget Requirements

Jason Gunther and Brandon Ulmer are highly experienced senior engineers and will meet any and all time and budget requirements and utilize other engineering staff to meet deadlines as already shown in the current project(s) with Soaleris

Consultant's Last Performance

- 1) Metropica
- 2) Harborside CAD
- 3) Northern Palm Beach County Improvement District

Recent, Current and Project Workloads

We typically have approximately 300 active projects and have capacity to perform Engineering Services for the Soaleris DD

Volume of Work Previously Awarded to Consultant by District

We previously provided minimal engineering services to assist in the formation of the CDD.

Certified Minority Business Enterprise

The Company is not certified as a minority-owned business enterprise, we will consider exploring the certification process to unlock new opportunities in the future

Client References

REFERENCES

Jordan Ford
Aldi, Inc.
1171 N. State Road 7
Royal Palm Beach, FL 33411
561-484-7924

Wade Davis
AutoZone, Inc.
123 South Front Street, Floor 3
Memphis, TN 38103
901-495-8701

Jeff Rutter
Costco Wholesale
45940 Horseshoe Drive Suite 150
Sterling, VA 20166
703-406-6879

Suzi Merrill
Starbucks
954-609-9549

Rich Leonardi
LG Investments, Inc.
7307 NW 122nd Ave
Parkland, FL 33076
954-646-8983

Bob Vail
Kolter
The Kolter Group LLC
701 S. Olive Ave., Suite 111
West Palm Beach, FL 33401
561-682-9500

Kyle Clayton
ZOM Florida
200 E Broward Blvd, Suite 1200
Fort Lauderdale, FL 33301
954-779-7950

Daniel Brown
Racetrac Petroleum, Inc.
200 Galleria Parkway SE
Suite 900
Atlanta, GA 30339
999999999

Alex Rosemurgy II
Rosemurgy Properties
1801 S. Federal Hwy
Boca Raton, FL 33432
561-299-3305

Scott Gerard
Wawa
260 West Baltimore Pike
Wawa, PA 19063
941-705-0545

Insurance

DECLARATIONS**DESIGN PROFESSIONALS—ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE**

JEO0001604

Renewal of Number

Underwritten by: National Casualty Company

Home Office:

One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:

18700 North Hayden Road • Scottsdale, Arizona 85255

1-800-423-7675 • A Stock Company

Policy Number

JEO0002397**ITEM 1. NAMED INSURED AND MAILING ADDRESS:**

Thomas Engineering Group, LLC
6300 NW 31st Ave
Fort Lauderdale, FL 33309

AGENT NAME AND ADDRESS:

Euclid Managers
234 Spring Lake Drive
Itasca, IL 60143
(630) 238-1900
(630) 773-8590 (FAX)
Agent No: 12549

ITEM 2. POLICY PERIOD

From: 12/13/2023

To: 12/13/2024

12:01 A.M. Standard Time at the NAMED INSURED'S mailing address.

- ITEM 3. RETROACTIVE DATE:** 03/01/2007
- ITEM 4. Limits of Liability:**
- | | | |
|---|----|-----------|
| Each CLAIM Limit of Liability: | \$ | 5,000,000 |
| Aggregate Limit of Liability per POLICY PERIOD : | \$ | 5,000,000 |
- ITEM 5. DEDUCTIBLE:**
- | | | |
|--|----|--------|
| Each CLAIM (Amount to be borne by Insured): | \$ | 50,000 |
|--|----|--------|
- ITEM 6. Premium:** \$ 85,486.00
- | | | |
|----------------------|----|-----------|
| FIGA (.70%): | \$ | 598.40 |
| FIGA (1%): | \$ | 854.86 |
| Total Premium: | \$ | 86,939.28 |
- ITEM 7. Notice of **CLAIM** shall be given to:** National Casualty Company
Claims Department
Professional Liability Unit
18700 North Hayden Road
Scottsdale, Arizona 85255
- ITEM 8. Policy and Endorsements attached at inception:**
JE-35 (8-19); JE-78-FL (08-19); UT-452-FL (09-17); NOTX0607CW (2-19); UT-COVPG (3-21); JE-P-1 (03-22);
JE-APP-R (1-21)
- ITEM 9. Supplemental Extended Reporting Period Options:**
Twelve (12) months for one hundred percent (100%) of the full annual premium.
Twenty-four (24) months for one hundred fifty percent (150%) of the full annual premium.
Thirty-six (36) months for one hundred eighty-five percent (185%) of the full annual premium.
Sixty (60) months for two hundred fifty percent (250%) of the full annual premium.
Unlimited for three hundred percent (300%) of the full annual premium.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY CONTAINS DEFENSE EXPENSE WITHIN THE LIMITS OF LIABILITY PROVISIONS. THE AMOUNTS INCURRED TO DEFEND A CLAIM REDUCE THE APPLICABLE LIMITS OF LIABILITY AND MAY EXHAUST THEM COMPLETELY. PLEASE READ IT CAREFULLY.

Agent's Signature

Date

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
JEO0002397	12/13/2023	Thomas Engineering Group, LLC	12549

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMPUTER NETWORK PRIVACY BREACH COVERAGE EXTENSION

This endorsement modifies insurance provided under the following:

DESIGN PROFESSIONALS—ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE

SCHEDULE

COVERAGE	SUBLIMITS OF LIABILITY
COMPUTER NETWORK PRIVACY BREACH	\$ _____ 0 Each Breach
	\$ _____ 0 Aggregate per POLICY PERIOD
PRIVACY BREACH RESPONSE REIMBURSEMENT	\$ _____ 0 Aggregate per POLICY PERIOD

A. For an additional premium, the policy is amended to add:

1. Coverage for **COMPUTER NETWORK PRIVACY BREACH**, subject to the sublimits of liability shown in the Schedule; and
2. Privacy Breach Response Reimbursement, subject to the sublimits of liability shown in the Schedule, for the reimbursement of expenses incurred to engage a qualified firm on your behalf to:
 - a. Notify any parties affected by the **COMPUTER NETWORK PRIVACY BREACH**;
 - b. Perform credit monitoring services for your clients' individual personal data or your clients' corporate data lost because of the **COMPUTER NETWORK PRIVACY BREACH**; and
 - c. Restore or recreate, if possible, any of your clients' lost data caused by a **COMPUTER NETWORK PRIVACY BREACH**;

affecting **COMPUTER SYSTEMS** and resulting in unauthorized access to **PERSONALLY IDENTIFIABLE INFORMATION** stored on **COMPUTER SYSTEMS**. This reimbursement applies only if the following conditions are met:

- (1) You must first notify us of the **COMPUTER NETWORK PRIVACY BREACH**, as described below in **C. INSURED'S DUTIES IN THE EVENT OF A COMPUTER NETWORK PRIVACY BREACH**, and obtain our consent prior to incurring any costs; and
- (2) You are required by law or statute to notify those whose **PERSONALLY IDENTIFIABLE INFORMATION** was accessed.

The Each **COMPUTER NETWORK PRIVACY BREACH COVERAGE** Sublimit of Liability is part of, and not in addition to, the Each **CLAIM** Limit of Liability shown on the Declarations.

The Aggregate **COMPUTER NETWORK PRIVACY BREACH COVERAGE** Sublimit of Liability is part of, and not in addition to, the Aggregate Limit of Liability per **POLICY PERIOD** shown on the Declarations.

The Aggregate Privacy Breach Response Reimbursement Sublimit of Liability is part of, and not in addition to, the Aggregate Limit of Liability per **POLICY PERIOD** shown on the Declarations.

- B. For the purposes of this endorsement only, the definition of **WRONGFUL ACTS** is amended to include the following:

WRONGFUL ACTS also means **COMPUTER NETWORK PRIVACY BREACH**.

C. INSURED'S DUTIES IN THE EVENT OF A COMPUTER NETWORK PRIVACY BREACH

If a **COMPUTER NETWORK PRIVACY BREACH** occurs during the **POLICY PERIOD**, you must notify us within three calendar days of the date of discovery of the **COMPUTER NETWORK PRIVACY BREACH**. The date of discovery is the earlier of:

- a. The date you first become aware of facts that would cause a reasonable person to assume a **COMPUTER NETWORK PRIVACY BREACH** has occurred; or
- b. The date you receive notice of an actual or potential **CLAIM** including allegations that, if true, would cause a reasonable person to assume a **COMPUTER NETWORK PRIVACY BREACH** has occurred.
- c. Immediately upon discovery of facts or notice of a **CLAIM** that would cause a reasonable person to assume a **COMPUTER NETWORK PRIVACY BREACH** has occurred, you will take all reasonable steps to protect **COMPUTER SYSTEMS** as well as the information and data stored therein.

- D. The following is added to the **SUPPLEMENTAL PAYMENTS** section of the policy:

Privacy Breach Forensic Investigation Reimbursement

We will pay, in addition to the limits of liability, up to \$30,000 per **POLICY PERIOD** for the reimbursement of expenses incurred for the forensic investigation into the cause and extent of a **COMPUTER NETWORK PRIVACY BREACH** affecting **COMPUTER SYSTEMS** and resulting in unauthorized access to **PERSONALLY IDENTIFIABLE INFORMATION** stored on **COMPUTER SYSTEMS**. This reimbursement applies only if the following conditions are met:

- a. You must first notify us of the **COMPUTER NETWORK PRIVACY BREACH**, as described above in **C. INSURED'S DUTIES IN THE EVENT OF A COMPUTER NETWORK PRIVACY BREACH**, and obtain our consent prior to incurring any forensic investigation costs; and
- b. You are required by law or statute to notify those whose **PERSONALLY IDENTIFIABLE INFORMATION** was accessed.

- E. The following definitions are added to the **DEFINITIONS** section of the policy:

1. **BREACH NOTICE LAW** means any state, federal or foreign statute or regulation that requires notice to persons whose **PERSONALLY IDENTIFIABLE INFORMATION** was accessed or may reasonably have been accessed by an unauthorized person.

2. **COMPUTER NETWORK PRIVACY BREACH** means:

- a. Theft, loss or **UNAUTHORIZED DISCLOSURE** of **PERSONALLY IDENTIFIABLE INFORMATION** or **THIRD-PARTY INFORMATION** that is in your care, custody or control, or the care, custody or control of an independent contractor that is holding or processing such information on your behalf;
- b. Your failure to timely disclose an incident described in a. above in violation of any **BREACH NOTICE LAW**; or
- c. Your failure to comply with that part of a **PRIVACY POLICY** that specifically:
 - (1) Prevents or prohibits the improper or intrusive collection of **PERSONALLY IDENTIFIABLE INFORMATION** from a person;
 - (2) Requires notice to a person of the **NAMED INSURED'S** collection or use of his or her **PERSONALLY IDENTIFIABLE INFORMATION**, and the nature of such collection or use;
 - (3) Provides a person with the ability to assent to, or withhold assent for, the **NAMED INSURED'S** collection or use of his or her **PERSONALLY IDENTIFIABLE INFORMATION**;
 - (4) Prohibits or restricts the **NAMED INSURED'S** disclosure, sharing or selling of a person's **PERSONALLY IDENTIFIABLE INFORMATION**;
 - (5) Requires you to provide access to **PERSONALLY IDENTIFIABLE INFORMATION** after a request is made by a person; or
 - (6) Mandates procedures and requirements to prevent the loss of **PERSONALLY IDENTIFIABLE INFORMATION**;

provided that the **NAMED INSURED** must have in force, at the time of such failure to comply, a **PRIVACY POLICY** that directly addresses c.(1), (2), (3), (4), (5) or (6) above that are relevant to such **CLAIM**.

- 3. **PERSONALLY IDENTIFIABLE INFORMATION** means any information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name or biometric records, along with other personal or identifying information which is linked or linkable to a specific individual, such as medical, educational, financial, and employment information.
- 4. **PRIVACY POLICY** means the **NAMED INSURED'S** public declaration of its policy for collection, use, disclosure, sharing, dissemination and correction or supplementation of, and access to, **PERSONALLY IDENTIFIABLE INFORMATION**.
- 5. **THIRD-PARTY INFORMATION** means any trade secret, data, design, interpretation, forecast, formula, method, practice, credit or debit card magnetic strip information, process, record, report or other item of information of a third party not insured under this policy, which is not available to the general public and is provided to you, subject to a mutually executed written confidentiality agreement or which the **NAMED INSURED** is legally required to maintain in confidence. However, **THIRD-PARTY INFORMATION** shall not include **PERSONALLY IDENTIFIABLE INFORMATION**.
- 6. **UNAUTHORIZED DISCLOSURE** means the disclosure of (including disclosure resulting from phishing) or access to information in a manner that is not authorized by the **NAMED INSURED** and without knowledge, consent, or acquiescence of any director, officer, principal, partner, or any member of the risk management or legal department of the **NAMED INSURED**.

F. For the purposes of this endorsement only:

1. Under the **EXCLUSIONS** section, paragraph **A.5.** is deleted in its entirety and replaced by the following:

This policy does not apply to:

5. Insured Versus Insured

Any **CLAIM** made by an Insured against any other Insured. However, this exclusion does not apply to **CLAIMS** made by those Insureds whose **PERSONALLY IDENTIFIABLE INFORMATION** has been accessed as a result of a **COMPUTER NETWORK PRIVACY BREACH**.

2. Under the **EXCLUSIONS** section, paragraph **B.3.c.** is deleted in its entirety and replaced by the following:

This policy does not apply to:

3. Governmental

- c. Any **CLAIM** alleging non-compliance with any applicable local, state or federal privacy or breach of privacy notification laws or statutes. However, this exclusion does not apply if you have, prior to such **CLAIM**, met the notification requirements described in paragraph **C. INSURED'S DUTIES IN THE EVENT OF A CLAIM, SUIT OR CIRCUMSTANCE** of this endorsement;

Additional Premium: \$ _____ included

I/We hereby understand, acknowledge and accept the terms of this endorsement. (Signature is not required if attached at the original inception date of policy.)

SIGNATURE OF PARTNER, OFFICER OR SOLE PROPRIETOR

DATE

TYPE NAME OF PARTNER, OFFICER OR SOLE PROPRIETOR

AUTHORIZED REPRESENTATIVE

DATE

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
JEO0002397	12/13/2023	Thomas Engineering Group, LLC	12549

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDATORY ENDORSEMENT—FLORIDA

This endorsement modifies insurance provided under the following:

DESIGN PROFESSIONALS—ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE

Condition 1. **CANCELLATION** of the **CONDITIONS** section of the policy is deleted in its entirety and replaced by the following:

1. CANCELLATION

- a. This policy may be canceled by the **NAMED INSURED** by surrendering the policy to us or any of our authorized agents or by mailing written notice to us stating when the cancellation is to be effective.
- b. If this policy has been in effect for ninety (90) days or less and is not a renewal, we may cancel this policy for any reason by mailing or delivering to the **NAMED INSURED** written notice of cancellation, accompanied by the reasons for cancellation, at least:
 - (1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) Sixty (60) days before the effective date of cancellation if we cancel for any other reason, except we may cancel immediately if there has been:
 - (a) A material misstatement or misrepresentation; or
 - (b) A failure to comply with underwriting requirements established by us.
- c. If this policy has been in effect for more than ninety (90) days or this is a renewal or continuation of a policy we issued, we may cancel this policy for one or more of the following reasons:
 - (1) Nonpayment of premium;
 - (2) The policy was obtained by a material misstatement;
 - (3) There has been a failure to comply with underwriting requirements established by us within ninety (90) days of the effective date of coverage;
 - (4) There has been a substantial change in the risk covered by the policy; or
 - (5) The cancellation is for all insureds under such policies for a given class of insureds.

If we cancel this policy for any of these reasons, we will mail or deliver to the **NAMED INSURED** written notice of cancellation, accompanied by the reasons for cancellation at least:

- (a) Ten (10) days before the effective date of cancellation if cancellation is for the reason stated in 1.c.(1) above; or
 - (b) Sixty (60) days before the effective date of cancellation if cancellation is for any of the reasons stated in 1.c.(2), (3), (4) or (5) above.
- d. We will give notice to the **NAMED INSURED** at the last mailing address known to us.
 - e. Notice of cancellation will state the effective date of cancellation. The policy will end on that date.
 - f. If this policy is canceled, we will send the **NAMED INSURED** any premium refund due. If we cancel, the refund will be pro rata. If the first **NAMED INSURED** cancels, the refund may be less than pro rata. If the return premium is not refunded with the notice of cancellation or when this policy is returned to us, we will mail the refund within fifteen (15) working days after the date cancellation takes effect. The cancellation will be effective even if we have not made or offered a refund.
 - g. If notice is mailed, proof of mailing will be sufficient proof of notice.
 - h. Notice of cancellation will only be sent to the **NAMED INSURED** and will serve as notice to all of you.

Condition 2. **NONRENEWAL** of the **CONDITIONS** section of the policy is deleted in its entirety and replaced by the following:

2. NONRENEWAL

- a. If we decide not to renew this policy, we will mail or deliver to the **NAMED INSURED** written notice of nonrenewal, accompanied by the reason or reasons for nonrenewal, at least sixty (60) days prior to the expiration of this policy.
- b. Any notice of nonrenewal will be mailed or delivered to the **NAMED INSURED'S** last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of loss.

The following conditions are added to the **CONDITIONS** section of the policy and supersede any provisions to the contrary:

RENEWAL

If we renew this policy, we will mail advance written notice to the **NAMED INSURED**, at the last mailing address known to us, at least forty-five (45) days prior to the expiration date of the policy to be renewed, advising the **NAMED INSURED** of the renewal premium. The mailing of notice as aforesaid shall be sufficient proof of notice. We will mail this notice only if the **NAMED INSURED** has furnished to us all of the necessary information to enable us to develop such renewal premium prior to the expiration date of the policy to be renewed.

If we fail to mail or deliver the written notice to the **NAMED INSURED** advising of the renewal premium, as provided in this provision, at least forty-five (45) days prior to the expiration date of the policy to be renewed, the coverage will remain in effect until forty-five (45) days after the notice is given. The premium for the coverage shall remain the same during any such extension period.

PAYMENT OF SETTLEMENT

If **WE** and the **NAMED INSURED** have agreed in writing to the settlement of the **CLAIM**, **WE** shall tender payment according to the terms of the agreement no later than twenty (20) days after such settlement is reached. The tender of payment may be conditioned upon execution by such person of a

release mutually agreeable to the insurer and the claimant, but if the payment is not tendered within twenty (20) days, or such other date as the agreement may provide, it shall bear interest at a rate of twelve percent (12%) per year from the date of the agreement; however, if the tender of payment is conditioned upon the execution of a release, the interest shall not begin to accrue until the executed release is tendered to the insurer.

The following is added to the last sentence of the **DEFENSE AND SETTLEMENT** section of the policy:

Provided, however, punitive damages are not insurable in Florida.

AUTHORIZED REPRESENTATIVE

DATE

National Casualty Company

**ENDORSEMENT
NO.**

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
JEO0002397	12/13/2023	Thomas Engineering Group, LLC	12549

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICYHOLDER NOTICE—COMPANY TELEPHONE NUMBER—FLORIDA

The phone number shown on the policy, 1-800-423-7675, provides a means of direct contact with the Company. To obtain information about your policy, or to receive assistance in resolving complaints, you may contact your agent or broker, or you may call National Casualty Company directly at the toll-free number shown on the policy.

AUTHORIZED REPRESENTATIVE

/

12/13/2023

DATE

**Scottsdale Insurance Company
National Casualty Company
Scottsdale Indemnity Company
Scottsdale Surplus Lines Insurance Company**

CLAIM REPORTING INFORMATION

Your insurance policy has been placed with a Nationwide® insurance company.

Our commitment to you is to provide fast, fair claim service. Promptly reporting an event that could lead to a claim, as required by your policy, helps us fulfill this commitment to you. Please refer to your policy for this and all other terms and conditions.

To report a claim, you may contact us 24 hours a day, 7 days a week, by phone or e-mail.

Thank you for your business and as always, we appreciate the opportunity to serve you.

HOW TO REPORT A CLAIM

Call **1-800-423-7675** or visit our website at **Error! Hyperlink reference not valid.**www.nationwideexcessandsurplus.com.

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.

PLEASE NOTE: Your policy includes certain Network Security and Privacy Breach coverages which require that you report a claim within three days of the date of discovery.

HOW TO REPORT A NETWORK SECURITY AND PRIVACY BREACH CLAIM

E-mail ESSCyberLosses@nationwide.com

In order to expedite this process, please be prepared to furnish as much of the following information as possible:

- Your policy number
- Date, time and location of the loss/accident
- Details of the loss/accident
- Name, address and phone number of any involved parties
- If applicable, name of law enforcement agency or fire department along with the incident number

Please refer to your policy for specific claim reporting requirements.



Underwritten by: National Casualty Company
Home Office: One Nationwide Plaza • Columbus, Ohio 43215
Administrative Office: 18700 North Hayden Road • Scottsdale, Arizona 85255
1-800-423-7675 • A Stock Company

In Witness Whereof, the Company has caused this policy to be executed and attested.


Secretary


President

The information contained herein replaces any similar information contained elsewhere in the policy.

DESIGN PROFESSIONALS—ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE POLICY

THIS IS A CLAIMS MADE AND REPORTED POLICY. Coverage is limited to only those **CLAIMS** that are first made against you and reported to us during the **POLICY PERIOD** or Extended Reporting Period, if applicable, as a result of any **WRONGFUL ACT** which occurred prior to the end of the **POLICY PERIOD**. However, if the renewal policy is written by us, you will have sixty (60) days after the expiration date of this policy to report any **CLAIM** first made in this **POLICY PERIOD**.

Throughout this policy the words "you" and "your" refer to the **NAMED INSURED** shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "Insured" means any person or organization qualifying as such under **WHO IS AN INSURED**.

Other words and phrases that are bolded and capitalized have special meaning. Refer to **DEFINITIONS**.

INSURING AGREEMENT

LIABILITY COVERAGE FOR:

PROFESSIONAL SERVICES
POLLUTION INCIDENT
COMPUTER NETWORK SECURITY BREACH
TECHNOLOGY BASED SERVICES
TECHNOLOGY PRODUCTS
PERSONAL INJURY OFFENSE

We will pay **DAMAGES** which you become legally obligated to pay and **CLAIM EXPENSE** in excess of the **DEDUCTIBLE**, as a result of **CLAIMS** first made against you and reported to us in writing during the **POLICY PERIOD** or Extended Reporting Period, if applicable, provided that:

1. The **WRONGFUL ACT** giving rise to the **CLAIM** did not occur before the **RETROACTIVE DATE** shown in the Declarations or after the end of the **POLICY PERIOD**;
2. Notice of the **WRONGFUL ACT** was not given nor required to be given to any prior insurer; and
3. Prior to the inception date of the first policy issued to you by us and continuously renewed by us, you had no reasonable basis to believe that such **WRONGFUL ACT** had been committed or that a **CLAIM** would be made against you alleging such **WRONGFUL ACT**.

DEFENSE AND SETTLEMENT

We have the right and duty to defend any **SUIT** against you seeking **DAMAGES** because of a **WRONGFUL ACT** even if any of the allegations in the **SUIT** are groundless, false or fraudulent. We have the right to appoint counsel and investigate any **CLAIM** or **SUIT**. However, we will not settle or compromise a **CLAIM** or **SUIT** without your written consent. If the allegation is excluded under this policy, there shall be no duty to defend such **CLAIM**. We are not obligated to pay any **DAMAGES** or **CLAIM EXPENSE** or defend any **SUIT** after the applicable limits of liability have been exhausted by payment of **DAMAGES** or **CLAIM EXPENSE**. We have the right, but no duty, to appeal any judgment.

You, except at your own cost and for your own account, will not:

1. Make any payment;
2. Admit any liability;
3. Settle any **CLAIM**;
4. Assume any obligation; or
5. Incur any expense;

without our written consent.

If a **CLAIM** results in a punitive, exemplary, or multiplied damage award, we will pay such award, up to the applicable limit of liability, to the fullest extent permitted by law.

SUPPLEMENTAL PAYMENTS

All payments made under this section are not subject to the Each **CLAIM DEDUCTIBLE** and are in addition to the Limits of Liability shown on the Declarations.

1. SUIT Costs

We will pay, in addition to our limit of liability, all costs taxed against you in any **SUIT** we defend.

2. Pre-Claim Assistance

Until the date a **CLAIM** is made, we may pay, at our sole discretion, costs or expenses we incur, as a result of investigating a **CIRCUMSTANCE** that you report in accordance with **INSURED'S DUTIES IN THE EVENT OF A CLAIM, SUIT OR CIRCUMSTANCE**. We will pay up to \$5,000 per **POLICY PERIOD** in addition to the limits of liability for such costs and expenses.

3. Post-Judgment Interest

We will pay, in addition to our limit of liability, interest only on that part of any judgment which does not exceed our limit of liability, which accrues after the entry of the judgment and before we have paid, offered to pay, or deposited in court that part of the judgment that does not exceed our limit of liability.

4. Appeal Bonds

We will pay, in addition to our limit of liability, premium on appeal bonds required in any **SUIT** we defend, and the cost of attachment or similar bonds. We have no obligation to supply such bond.

5. Defendant Reimbursement

We will pay, in addition to the limits of liability, up to five hundred dollars (\$500) for each person for each day or part of the day for an individual Insured's attendance at a trial, hearing or arbitration proceeding at which we request an individual Insured's attendance. The maximum amount payable during the **POLICY PERIOD** shall not exceed \$15,000 in the aggregate.

6. Disciplinary Proceedings

We will reimburse you up to \$30,000 in the aggregate per **POLICY PERIOD**, regardless of the number of **DISCIPLINARY PROCEEDINGS**, for attorney fees and other reasonable costs, expenses or fees incurred by you, with our prior written consent, in responding to a **DISCIPLINARY PROCEEDING** which commences against any Insured during the **POLICY PERIOD**, provided that such **DISCIPLINARY PROCEEDING** is reported to us during such **POLICY PERIOD**. We will not be responsible for any fines or penalties.

7. Subpoena Provision

If you receive a subpoena for documents or testimony not related to a **CLAIM**, we will retain legal counsel to advise you regarding document production or representation in giving sworn testimony. Notice of such subpoena shall be deemed to be a notice of a potential **CLAIM** or **CIRCUMSTANCE** as described in **INSURED'S DUTIES IN THE EVENT OF A CLAIM, SUIT OR CIRCUMSTANCE** section in this policy.

8. Regulatory or Administrative Actions

We will pay, in addition to the limits of liability, up to \$50,000 per **POLICY PERIOD** for the reimbursement of your reasonable legal fees incurred as a result of a **WRONGFUL ACT** which gives rise to a regulatory or administrative action under the Americans with Disabilities Act (ADA), the Federal Fair Housing Act (FFHA) or the Occupational Safety and Health Act (OSHA), which is commenced directly against you and results from the performance of **PROFESSIONAL SERVICES** performed by you subsequent to the **RETROACTIVE DATE**. After we have paid \$50,000 under this provision, any additional amounts we agree to pay will be treated as **CLAIM EXPENSES** and will be subject to the **DEDUCTIBLE** and be part of, and not in addition to, the limits of liability for this policy.

9. Crisis Event Expenses Reimbursement

We will reimburse you up to \$15,000 per **CRISIS EVENT**, subject to a maximum reimbursement by us of \$45,000 per **POLICY PERIOD** for all **CRISIS EVENTS**, for **CRISIS EVENT EXPENSES** incurred as a result of a **CRISIS EVENT** that occurs during the **POLICY PERIOD**. This reimbursement applies only if you first notify us of the **CRISIS EVENT**, as described in **INSURED'S DUTIES IN THE EVENT OF A CLAIM, SUIT OR CIRCUMSTANCE**, and obtain our consent prior to incurring any **CRISIS EVENT EXPENSES**.

10. Fees and Expenses Under Dodd-Frank

We will reimburse you for legal fees and expenses up to \$50,000 per **POLICY PERIOD** in responding to regulatory or administrative actions brought directly against you by a government agency under the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank), provided that the regulatory or administrative actions:

- a. Are first commenced during the **POLICY PERIOD**;
- b. Arise out of the performance of **PROFESSIONAL SERVICES**;
- c. Do not arise out of services performed by you as a "municipal advisor," as defined in Dodd-Frank; and
- d. Are reported to us prior to any legal fees or expenses being incurred.

We will not be responsible for any fines or penalties.

WHO IS AN INSURED

Each of the following is an Insured under this policy to the extent set forth below:

1. If the **NAMED INSURED** designated in the Declarations is:
 - a. An individual, you and your spouse are Insureds, but only with respect to the conduct of a business of which you are sole owner.
 - b. A partnership or joint venture, you are an Insured. Your members, your partners and their spouses are also Insureds, but only with respect to the conduct of your business.

- c. A limited liability company, you are an Insured. Your members are also Insureds, but only with respect to the conduct of your business. Your managers are Insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an Insured. Your executive officers and directors are Insureds, but only with respect to their duties as your officers or directors. Your stockholders are also Insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an Insured. Your trustees are also Insureds, but only with respect to their duties as trustees.
2. Each of the following is also an Insured under this policy, to the extent set forth below:
- a. Any individual who is a past or present partner, officer, director, member, stockholder or employee of the **NAMED INSURED**, including leased personnel under your direct supervision, but only for **CLAIMS** resulting from **WRONGFUL ACTS** committed within the scope of their employment by the **NAMED INSURED** or its **PREDECESSOR FIRMS**.
 - b. Any retired partner, officer, director, member, stockholder or employee of the **NAMED INSURED** acting as a consultant, but only for **CLAIMS** resulting from **WRONGFUL ACTS** committed within the scope of their association with, and under the name of, the **NAMED INSURED** or its **PREDECESSOR FIRMS**.
 - c. The estate, heirs, executors, administrators, assigns, and legal representatives of anyone listed in 1., 2.a. or 2.b. above in the event of their death, incapacity, insolvency or bankruptcy, but only to the extent that they would otherwise be provided coverage under this policy.
 - d. Any joint venture in which you participate, but solely for your liability that arises out of an act, error or omission in rendering or failure to render **PROFESSIONAL SERVICES** by you or on your behalf; or for a **POLLUTION INCIDENT** that arises out of the rendering or failure to render **PROFESSIONAL SERVICES**; or the performance of or failure to perform **CONTRACTOR SERVICES** by you or on your behalf.

TERRITORY

This policy applies to **WRONGFUL ACTS** which happen anywhere in the world, regardless of the jurisdiction where the **CLAIM** may be brought. **DAMAGES** and **CLAIM EXPENSE** will be paid in U.S. currency.

DEFINITIONS

Whenever used in this policy, the following words have these meanings:

1. AUTOS means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, of the jurisdiction where such vehicle is licensed or principally garaged.

However, **AUTOS** does not include **MOBILE EQUIPMENT**.

- 2. BODILY INJURY** means physical injury, sickness, disease, or death sustained by a person, which results from the performance of **PROFESSIONAL SERVICES**, and any resulting mental anguish or emotional distress from any of these at any time.

3. **CIRCUMSTANCE** means an event reported to us during the **POLICY PERIOD** from which you reasonably expect that a **CLAIM** could be made.
4. **CLAIMS** means an oral or written demand for monetary damages from any party whose intent it is to hold you responsible for any **WRONGFUL ACT**.
5. **CLAIM EXPENSES** means expenditures, including, but not limited to:
 - a. All expenses of lawyers designated or approved by us to represent you;
 - b. Costs of investigations;
 - c. Experts;
 - d. Court costs; and
 - e. Other similar expenses incurred by us in the investigation, adjustment, defense or appeal of a **CLAIM** or **SUIT**.

CLAIM EXPENSES does not include:

- (1) Salary, charges or expenses of our regular employees; or
 - (2) Payments made under the **SUPPLEMENTAL PAYMENTS** section of the policy.
6. **COMPUTER NETWORK SECURITY BREACH** means your failure to prevent **UNAUTHORIZED ACCESS** to **COMPUTER SYSTEMS** that results in:
 - a. The destruction, deletion or corruption of electronic data on **COMPUTER SYSTEMS**;
 - b. Denial of service attacks against internet sites or computers;
 - c. The failure to prevent transmission of malicious code from **COMPUTER SYSTEMS** to third-party computers and systems; or
 - d. The inability of a third party, who is authorized to do so, to gain access to **COMPUTER SYSTEMS** or your **TECHNOLOGY BASED SERVICES**.
 7. **COMPUTER SYSTEMS** means individual and networked computers, including ancillary hardware, software and components, owned, leased or licensed by you. **COMPUTER SYSTEMS** also means mobile devices that:
 - a. Are owned, leased or licensed by you;
 - b. Are able to remotely access your network and data stored on your network; and
 - c. Store and transmit all data in an encrypted format.
 8. **CONTRACTOR SERVICES** means drilling, excavation, or other sampling or testing procedures or construction, remediation or operations performed by you or your subcontractor, but only if necessary to perform your **PROFESSIONAL SERVICES**.
 9. **CRISIS EVENTS** means any:
 - a. **WRONGFUL ACT**;
 - b. Death, departure or debilitating illness of a member of the board of managers, director, executive officer, natural person partner, owner of a sole proprietorship, principal, risk manager or in-house general counsel of the **NAMED INSURED**;
 - c. Potential dissolution of the **NAMED INSURED** for any reason other than bankruptcy;

- d. Incident of workplace violence; or
- e. Other event;

that results in negative local or national media coverage of the **NAMED INSURED**, which you reasonably believe will have a material adverse effect upon the **NAMED INSURED'S** reputation.

10. **CRISIS EVENT EXPENSES** means expenses incurred to engage a public relations consultant to provide reputational management services on the behalf of the **NAMED INSURED** because of a **CRISIS EVENT**.
11. **DAMAGES** means a monetary judgment, award or settlement. **DAMAGES** does not include:
 - a. Civil or criminal fines, sanctions, restitution or penalties, whether pursuant to any civil or criminal law or statute; or
 - b. Amounts paid to the Insured as fees, costs or expenses for services performed which are to be reimbursed or discharged as part of the judgment or settlement.
12. **DEDUCTIBLE** means the amount in **ITEM 5.** of the Declarations which the Insured must pay for **DAMAGES** and **CLAIM EXPENSE**.
13. **DISCIPLINARY PROCEEDINGS** means any pending matter, including an initial inquiry, before a state or federal licensing board or a peer review committee to investigate charges alleging a violation of any rule or professional conduct in the performance of **PROFESSIONAL SERVICES**.
14. **FUNGI** means any form of fungus, including, but not limited to yeast, mold, mildew, rust, smut or mushroom, and including any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of the current or past presence of **FUNGI**.
15. **HOSTILE FIRE** means a fire that becomes uncontrollable or breaks out from where it was intended to be.
16. **MEDIATION** means non-binding intervention by a neutral third party.
17. **MICROBES** means any non-fungal microorganism or non-fungal, colony-form organism that causes **BODILY INJURY**. **MICROBE** includes any spores, mycotoxins, odors, or any other substances, products, or byproducts produced by, released by, or arising out of current or past presence of **MICROBES**. But **MICROBE** does not mean **MICROBES** that were transmitted directly from person to person.
18. **MOBILE EQUIPMENT** means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not **MOBILE EQUIPMENT**, but will be considered **AUTOS**:

- (1) Equipment designed primarily for;
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on an automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, **MOBILE EQUIPMENT** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **AUTOS**.

- 19. **NAMED INSURED** means the person, entity or organization named in **ITEM 1.** of the Declarations.
- 20. **NUCLEAR FACILITY** means the site where a nuclear reactor is located or where nuclear waste or material is disposed.
- 21. **PERSONAL INJURY OFFENSE** means any of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services; or
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy.
- 22. **POLICY PERIOD** means the period of time from the effective date and time of this policy to the date and time of termination as shown on the Declarations, or its earlier cancellation date. **POLICY PERIOD** does not include any Extended Reporting Period.
- 23. **POLLUTANTS** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed. **POLLUTANTS** does not mean heat, smoke, vapor, soot or fumes from a **HOSTILE FIRE** or explosion.
- 24. **POLLUTION INCIDENT** means any actual or alleged negligent act, error or omission you, or any person or entity, including joint ventures for which you are legally responsible, commit, but only in

the performance of **PROFESSIONAL SERVICES** or **CONTRACTOR SERVICES** that result in the actual or alleged:

- a. Discharge, dispersal, seepage, migration, release or escape of **POLLUTANTS** into or upon land, the atmosphere or any watercourse or body of water; or
- b. Inhalation of, ingestion of, contact with, exposure to, existence of, growth or presence of **FUNGI** or **MICROBES**;

and did not arise from dishonest, fraudulent, malicious or criminal conduct committed by you or at your direction with your prior knowledge.

- 25. **PREDECESSOR FIRMS** means any individual, partnership or corporation engaged in **PROFESSIONAL SERVICES** in whose financial assets and liabilities the **NAMED INSURED** is the majority successor in interest. An assumption of fifty percent (50%) or greater of the firm's assets and liabilities shall be considered a majority successor interest.
- 26. **PROFESSIONAL SERVICES** means those services that the **NAMED INSURED** is legally qualified to perform for others for a fee as a licensed architect, engineer, expert witness, interior designer, land surveyor, Leadership in Energy and Environmental Design (LEED) green building program consultant, landscape architect, construction manager, scientist, technical consultant, or as specifically defined by endorsement to this policy.
- 27. **PROPERTY DAMAGE** means the following:
 - a. Physical injury to, damage to, or destruction of tangible property, electronic data, soil, surface water, groundwater, plants, or animals, including the resulting loss of use thereof;
 - b. Clean-up costs incurred by a third party or mandated by any governmental entity; or
 - c. Loss of use of tangible property that has not been physically injured or destroyed;which results from the performance of **PROFESSIONAL SERVICES**.
- 28. **RELATED CLAIMS** means all **CLAIMS** made against the Insured and reported to us during the **POLICY PERIOD** arising out of a single **WRONGFUL ACT** or related **WRONGFUL ACTS** that are logically or causally connected by any common fact, situation, event, transaction, advice or decision.
- 29. **RETROACTIVE DATE** means the date specified in the Declarations. This policy shall not apply to any **CLAIM** arising from a **WRONGFUL ACT** which occurred prior to this date.
- 30. **SUBROGATION EXPENSES** means expenditures incurred in the subrogation process, including, but not limited to:
 - a. All expenses of lawyers we are required by law to pay to defend you;
 - b. Costs of investigations;
 - c. Costs of experts;
 - d. Court costs; and
 - e. Other similar expenses we incur in the subrogation process.
- 31. **SUITS** means a civil proceeding in which **DAMAGES** to which this insurance applies are alleged.
SUITS includes:
 - a. An arbitration proceeding in which such **DAMAGES** are claimed and to which the Insured must submit or does submit with our consent; or

- b. Any other alternative dispute resolution proceeding in which such **DAMAGES** are claimed and to which the Insured submits with our consent.
32. **TECHNOLOGY BASED SERVICES** means computer and electronic technology services, including data processing, internet services, data and application hosting, computer systems analysis, technology consulting and training, custom software programming for a specific client of the **NAMED INSURED**, computer and software systems installation and integration, computer and software support, and network management services performed by the **NAMED INSURED** for others for a fee, but shall not mean **TECHNOLOGY PRODUCTS**.
33. **TECHNOLOGY PRODUCTS** means a computer or telecommunications hardware or software product, or related electronic product that is created, manufactured or developed by the **NAMED INSURED** for others, or distributed, licensed, leased or sold by the **NAMED INSURED** to others for compensation, including software updates, service packs and other maintenance releases provided for such products.
34. **TOTALLY AND PERMANENTLY DISABLED** means total and continuous disability for at least six consecutive months as a result of sickness or accidental bodily injury which renders an individual **NAMED INSURED** or a partner, manager, executive officer, director or trustee of the **NAMED INSURED** unable to render **PROFESSIONAL SERVICES**.
35. **UNAUTHORIZED ACCESS** means:
- a. The gaining of access to, or use of, **COMPUTER SYSTEMS** by an unauthorized person or persons; or
 - b. The use of **COMPUTER SYSTEMS** in an unauthorized manner.
36. **WRONGFUL ACTS** means:
- a. Any actual or alleged negligent act, error or omission the **NAMED INSURED**, or any person or entity, including joint ventures, for whom the **NAMED INSURED** is legally responsible, commits, but only in the performance of **PROFESSIONAL SERVICES** or **TECHNOLOGY BASED SERVICES**;
 - b. **PERSONAL INJURY OFFENSE**;
 - c. **POLLUTION INCIDENT**;
 - d. **COMPUTER NETWORK SECURITY BREACH**; or
 - e. Any actual or alleged negligent act, error or omission, or any unintentional breach of contract by you or any person for whom you are legally responsible, that results in the failure of **TECHNOLOGY PRODUCTS** to perform the function or serve the purpose intended.

EXCLUSIONS

A. This policy does not apply to:

1. Criminal, Dishonest, Fraudulent, Malicious, or Intentional Acts

Any **CLAIM** based upon or arising out of any criminal, dishonest, fraudulent, malicious, or intentional **WRONGFUL ACTS** committed by any Insured;

2. Ownership Interest and Outside Positions

- a. Any **CLAIM** based on or arising out of the Insured's capacity as an officer, director, partner, shareholder or employee of any entity other than the **NAMED INSURED**;

b. Any **CLAIM** arising out of **PROFESSIONAL SERVICES** or advice rendered by the Insured in connection with any business enterprise not shown on the Declarations:

- (1) Which is, was, or will be owned in whole or in part by you;
- (2) Which is, was, or will be in any way controlled, operated or managed by you including the ownership, maintenance or use of any property in connection therewith; or
- (3) In which the Insured is, was, or will be a partner or employee.

This exclusion does not apply if, at the time such **PROFESSIONAL SERVICES** or advice was rendered, you or any Insured, separately or in combination, had a total pecuniary or beneficial interest of forty-nine percent (49%) or less in such business enterprise;

3. Nuclear

Any **CLAIM** arising out of any actual or alleged nuclear reaction, radiation, or contamination, under any circumstances and regardless of cause, within or originating from a **NUCLEAR FACILITY**;

4. Unlawful Discrimination

Any **CLAIM** based on or arising out of discrimination, harassment or misconduct by you, including, but not limited to **CLAIMS** based on an individual's race, creed, color, age, sex, national origin, religion, disability, physical or mental handicap, disease, marital status or sexual preference;

5. Insured Versus Insured

Any **CLAIM** made by an Insured against any other Insured;

6. Construction Defect

Any **CLAIM** based on or arising out of the cost to repair or replace faulty workmanship in any construction, erection, fabrication, installation, assembly, manufacture or remediation performed by you, including any materials, parts or equipment furnished in connection therewith;

7. Contractual Liability

a. Any **CLAIM** based on or arising out of:

- (1) Actual or alleged liability under any oral or written contract or agreement, including, but not limited to express warranties or guaranties; or
- (2) Any actual or alleged liability of others assumed by you under any oral or written contract or agreement;

however, this exclusion shall not apply to the Insured's liability that exists in the absence of such contract or agreement;

b. Any **CLAIM** based on or arising out of the advising, requiring or obtaining of any form of insurance, suretyship or bond, or failure to do so;

8. Manufacturing

Any **CLAIM** based on or arising out of the design or manufacture of any goods or products for multiple sales or mass distribution, which are sold or supplied by you, or by others, under license from you; provided that this exclusion shall not apply to any **CLAIM** arising from **WRONGFUL ACTS** concerning **TECHNOLOGY PRODUCTS** otherwise covered under this policy;

9. Employers Liability and Workers Compensation

Any **CLAIM** based on or arising out of bodily injury or personal injury sustained by any employee of the **NAMED INSURED** arising out of employment by the **NAMED INSURED**; or any obligation

for which the **NAMED INSURED** must pay under any unemployment, workers' compensation, disability benefits or other similar laws;

10. Declaratory Relief and Injunctive Relief

Any **CLAIM** arising from a **WRONGFUL ACT** that involves a demand or action seeking relief or redress in any form other than monetary damages, or for any fees, costs or expenses which you may become obligated to pay as a result of any adverse judgment for declaratory relief or injunctive relief. However, we will afford defense to you for such actions, **CLAIMS**, **SUITS** or demands in which monetary damages are requested, if not otherwise excluded;

11. Transportation

Any **CLAIM** arising out of a **POLLUTION INCIDENT** involving the ownership, maintenance, use, operation, loading or unloading of any **AUTO**, aircraft, watercraft or rolling stock. Except this exclusion does not apply to:

- a. **MOBILE EQUIPMENT**;
- b. Non-owned watercraft that is:
 - (1) Less than twenty-six (26) feet long; and
 - (2) Not being used to carry persons or property for a charge;
- c. The operation of any of the equipment listed in 11.a., b. or c. in the definition of **MOBILE EQUIPMENT**; or
- d. A condition in or on an **AUTO** not owned or operated by you and that condition was created by the loading or unloading of that **AUTO** by you or by any person or entity for whom you are legally liable;

12. Property Liability

- a. Any **CLAIM** arising out of or resulting from your ownership, rental, lease, maintenance, operation, use, repair, voluntary or involuntary sale, transfer, exchange, gift, abandonment or condemnation of any real or personal property, including, but not limited to automobiles, aircraft, watercraft and other kinds of conveyances;
- b. Any **CLAIM** arising out of a **POLLUTION INCIDENT** at, onto or from property or facilities which:
 - (1) Are or were, at any time, owned or rented by you or by any person or entity in joint venture with you;
 - (2) Are not permitted or licensed by the applicable authority to accept wastes or materials that are generated by activities performed by or on behalf of the **NAMED INSURED** as of the date such wastes or materials are treated, stored or disposed of at the location; or
 - (3) Are listed on a proposed or final Federal National Priorities List or any equivalent National Priority List, Superfund or Hazardous Waste List prior to the treatment, storage or disposal of wastes or materials that are generated by activities performed by or on behalf of the **NAMED INSURED** at such location;

13. Patent Infringement

Any **CLAIM** arising out of, or related to, actual or alleged infringement of patent or patent rights or misuse of patent.

B. EXCLUSIONS APPLICABLE ONLY TO LIABILITY COVERAGES FOR TECHNOLOGY BASED SERVICES; TECHNOLOGY PRODUCTS; AND COMPUTER NETWORK SECURITY BREACH UNDER THE INSURING AGREEMENT

This policy does not apply to:

1. Bodily Injury or Property Damage

Any **CLAIM** based upon or arising out of **BODILY INJURY** or **PROPERTY DAMAGE**;

2. Electrical or Telecommunications Failure

Any **CLAIM** arising out of mechanical or electrical failure or outage or any disruption or failure of a utility supplied by a third party, including power, communications or connectivity;

3. Governmental

- a. Any **CLAIM** arising out of a strike or similar labor action, war, invasion, act of foreign enemy or warlike operation (whether declared or not), civil war, mutiny;
- b. Any **CLAIM** arising out of an action or order of any domestic or foreign governmental authority or regulatory, administrative, law enforcement or judicial body to confiscate, intercept, monitor or analyze **COMPUTER SYSTEMS** as well as the information and data stored therein, whether with or without your authorization;
- c. Any **CLAIM** alleging non-compliance with any applicable local, state or federal privacy or breach of privacy notification laws or statutes;

4. Costs or Expenses to Withdraw, Recall, Inspect, Repair, Replace, Reproduce, Remove or Dispose of Technology Products

Any **CLAIM** arising out of, or resulting from, any costs or expenses incurred, or to be incurred, by you or others for the withdrawal, recall, inspection, repair, replacement, reproduction, removal or disposal of:

- a. **TECHNOLOGY PRODUCTS** including any products or other property of others that incorporate **TECHNOLOGY PRODUCTS**;
- b. Work product resulting from or incorporating the results of **TECHNOLOGY BASED SERVICES**; or
- c. Any products or other property on which **TECHNOLOGY BASED SERVICES** are performed, provided that this exclusion shall not apply to **CLAIMS** for the resulting loss of use of **TECHNOLOGY PRODUCTS**, or loss of use of work product resulting from **TECHNOLOGY BASED SERVICES**.

INNOCENT INSURED PROTECTION

Whenever coverage under any provision of this policy would otherwise be excluded, suspended or lost because of:

- 1. Exclusions relating to any **CLAIM** based upon or arising out of any dishonest, fraudulent, criminal, malicious or intentional **WRONGFUL ACTS** committed by you; or
- 2. Concealment of a **CLAIM** by any Insured;

we agree that the coverage as would be afforded by this policy will apply to each Insured who did not personally commit or participate in the **WRONGFUL ACTS** or agree to the concealment.

For coverage to apply, you must notify us of the **WRONGFUL ACTS** or concealment as soon as you become aware of them.

LIMITS OF LIABILITY AND DEDUCTIBLE

A. LIMITS OF LIABILITY

The Limits of Liability shown in the Declarations, and the rules below, fix the most we will pay regardless of the number of Insureds under the policy, all persons or organizations who sustain **DAMAGES** payable under this policy, and/or **CLAIMS** made, or **SUITS** brought on account of coverage afforded by the policy.

1. Subject to paragraph 2. below, the Each **CLAIM** Limit of Liability shown on the Declarations is the most we will pay for each **CLAIM** first made against the Insured and reported to us during the **POLICY PERIOD**.
2. The Aggregate Limit of Liability per **POLICY PERIOD** shown on the Declarations is the most we will pay for all **CLAIMS** first made against the insured and reported to us during the **POLICY PERIOD**.
3. All Limits of Liability set forth above apply on a per **POLICY PERIOD** basis and are excess over any **DEDUCTIBLE** amount. The **POLICY PERIOD** Limits of Liability may not be aggregated in whole or in part, so as to provide any additional coverage with respect to **CLAIMS** first made or deemed made, or any **CIRCUMSTANCE** reported by the Insured during any other policy period. If the Limits of Liability as specified above per **POLICY PERIOD** are exhausted, our obligation for the **POLICY PERIOD** shall be deemed completely fulfilled and extinguished.
4. All **RELATED CLAIMS**, whenever made, shall be considered a single **CLAIM** first made and reported to us within the **POLICY PERIOD** in which the earliest of the **RELATED CLAIMS** was first made and reported to us.
5. **CLAIMS EXPENSES** are subject to and included within the applicable limit of liability.
6. In no event will our total limit of liability be increased by an Extended Reporting Period.

B. DEDUCTIBLE

1. We will only be liable to pay **DAMAGES** and **CLAIM EXPENSE** subject to the Limits of Liability in excess of the **DEDUCTIBLE** shown on the Declarations.
2. If we have paid any amounts in excess of the applicable Limits of Liability, or within the amount of your **DEDUCTIBLE**, you shall be liable to us for all such amounts and, upon demand, shall pay such amounts to us.
3. Neither the applicable limit of liability nor the **DEDUCTIBLE** shall be increased because more than one Insured is included in a **CLAIM**.
4. Mediation and Risk Management Credit:

The **DEDUCTIBLE** obligation of the **NAMED INSURED**, with respect to a **CLAIM**, will be reduced by fifty percent (50%) subject to a maximum reduction of \$50,000 if:

- (1) A **CLAIM** is fully and finally resolved through the use of **MEDIATION**; or
- (2) The **NAMED INSURED** provides us a written agreement for the **PROFESSIONAL SERVICES** or **CONTRACTOR SERVICES** with respect to the **CLAIM** that was fully executed prior to the performance of such services or activities and the written agreement contains either:
 - (a) A limitation of your liability to either the amount of the fee for the subject services or activities, or \$250,000, whichever is larger; or
 - (b) A waiver of consequential damages provision in your favor.

5. When we receive your notice of a **CLAIM** or **CIRCUMSTANCE** and we, at our discretion, incur **CLAIM EXPENSE** to undertake measures to avoid any **DAMAGES** as a result of the reported **WRONGFUL ACT**, we will waive the applicable **DEDUCTIBLE**.

However, the **DEDUCTIBLE** will always apply if a **SUIT** is filed, if arbitration hearings or mediation hearings are begun or if any **DAMAGES** are paid.

INSURED'S DUTIES IN THE EVENT OF A CLAIM, SUIT OR CIRCUMSTANCE

1. In the event of a **CLAIM**, the **NAMED INSURED** must give us written notice of:
 - a. The specific **WRONGFUL ACT**; and
 - b. The injury or damage which has resulted or may result from the **WRONGFUL ACT**; and
 - c. The names and addresses of the claimants or potential claimants; and
 - d. How and when you first became aware of such **WRONGFUL ACT**.
2. If **CLAIM** is made or **SUIT** is brought against you, you will immediately forward to us every demand, notice, summons or other process received by you or your representative. You will immediately forward to us all documents that you receive in connection with the **CLAIM**.
3. You will fully cooperate with us or our designee in the defense of a **CLAIM**, including, but not limited to assisting us in the conduct of **SUITS** or other proceedings, settlement negotiation, and the enforcement of any right of contribution or indemnity against another who may be liable to you. You shall attend hearings and trials and assist in securing evidence and obtaining the attendance of witnesses.
4. We will have full discretion in the handling of any **CLAIM**, and you will give full information and assistance as we may reasonably require. You will cooperate with us and, at our request, consent to being examined and questioned by our representative, under oath, if necessary. At our request, you will attend hearings, depositions and trials and will assist in effecting settlement, securing and giving evidence, and assist in obtaining the attendance of witnesses. You will cooperate in the conduct of **SUITS** as well as in giving written statements to our representatives and defense counsel.
5. If a **COMPUTER NETWORK SECURITY BREACH** or **CRISIS EVENT** occurs during the **POLICY PERIOD**, you must notify us within three calendar days of the date of discovery of the **COMPUTER NETWORK SECURITY BREACH** or **CRISIS EVENT**. The date of discovery is the earlier of:
 - a. The date you first become aware of facts that would cause a reasonable person to assume a **COMPUTER NETWORK SECURITY BREACH** or **CRISIS EVENT** has occurred; or
 - b. The date you receive notice of an actual or potential **CLAIM** including allegations that, if true, would cause a reasonable person to assume a **COMPUTER NETWORK SECURITY BREACH** or **CRISIS EVENT** has occurred.
6. Immediately upon discovery of facts or notice of a **CLAIM** that would cause a reasonable person to assume a **COMPUTER NETWORK SECURITY BREACH** has occurred, you will take all reasonable steps to protect **COMPUTER SYSTEMS** as well as the information and data stored therein.
7. If you report a **CIRCUMSTANCE** for which there may be coverage under this policy, and you give us written notice containing as much detail as you can reasonably provide regarding:
 - a. What happened and the **PROFESSIONAL SERVICES** or activities you performed;
 - b. The nature of any possible injury or **DAMAGES**; and
 - c. How and when you first became aware of such a **CIRCUMSTANCE**;

then any **CLAIM** or **RELATED CLAIMS** that subsequently may be made against you arising out of such **CIRCUMSTANCE** shall be deemed to have been made on the date we received written notice of the **CIRCUMSTANCE**.

You will cooperate with us in addressing the **CIRCUMSTANCE** and refuse, except solely at your own cost, to voluntarily make any payment, admit liability, assume any obligation, or incur any expense without our prior written approval.

EXTENSION OF COVERAGE

If an individual **NAMED INSURED** or a partner, manager, executive officer, director or trustee of the **NAMED INSURED** should die during the **POLICY PERIOD**, the period for reporting **CLAIMS** is extended until the executor or administrator is discharged or for twenty-four (24) months from the date of death, whichever is less. If an individual **NAMED INSURED** or a partner, manager, executive officer, director or trustee of the **NAMED INSURED** has been insured by us for at least three consecutive years immediately prior to this **POLICY PERIOD** and the individual **NAMED INSURED**, partner, manager, executive officer, director or trustee of the **NAMED INSURED** becomes **TOTALLY AND PERMANENTLY DISABLED** during the **POLICY PERIOD**, the period for reporting **CLAIMS** is extended until the disability ends. No additional premium will be charged for this extension nor will any premium be refunded.

EXTENDED REPORTING PERIOD

Only the **NAMED INSURED** can exercise the option to purchase one of the Supplemental Extended Reporting Periods described in paragraph 3. of this provision.

1. One or more Extended Reporting Periods described below will be provided if the policy is canceled or nonrenewed or if we renew or replace coverage with insurance that provides coverage on other than a Claims Made and reported basis.
2. A Basic Extended Reporting Period is automatically provided without additional charge. This period begins at the end of the **POLICY PERIOD** and lasts for sixty (60) days. The Basic Extended Reporting Period does not apply to **CLAIMS** covered under any subsequent policy.
3. In addition, the **NAMED INSURED** may purchase one of the Supplemental Extended Reporting Period Options shown in **ITEM 9.** of the Declarations, if you are in compliance with the terms and conditions of this policy.
4. Coverage for a Supplemental Extended Reporting Period must be added by endorsement for which an additional premium charge must be paid. Such period starts sixty (60) days after the end of the **POLICY PERIOD**.
5. The right to purchase a Supplemental Extended Reporting Period will terminate unless:
 - a. We receive a written request for a Supplemental Extended Reporting Period; and
 - b. The additional premium is paid within sixty (60) days of the end of the **POLICY PERIOD**.

The **NAMED INSURED'S** request must specify the length of the Supplemental Extended Reporting Period desired. Once in effect, Extended Reporting Periods may not be canceled.

6. An Extended Reporting Period does not extend the **POLICY PERIOD** or change the scope of coverage provided. Subject otherwise to the policy's terms, limit of liability, exclusions and conditions, the policy is extended to apply to **CLAIMS** first made against you and reported to us in writing during the Basic Extended Reporting Period or, if purchased, the Supplemental Extended Reporting Period, but only for **CLAIMS** due to **WRONGFUL ACTS** which happened on or after the **RETROACTIVE DATE** and on or before the expiration of the **POLICY PERIOD**.

7. Extended Reporting Periods do not reinstate or increase the policy's limits of liability. **CLAIMS** which are first made and reported during the Basic Extended Reporting Period or the Supplemental Extended Reporting Period, if it is in effect, will be deemed to have been made on the last day of the **POLICY PERIOD**.

CONDITIONS

1. CANCELLATION

This policy may be canceled by the first **NAMED INSURED** by surrendering the policy to us or any of our authorized agents or by mailing written notice to us stating when the cancellation is to be effective. We may cancel this policy by mailing to the first **NAMED INSURED** at the address shown on the Declarations a written notice stating when the cancellation is to be effective. We will give the first **NAMED INSURED** ten (10) days' notice for nonpayment of premium or sixty (60) days' notice for any other valid reason.

The mailing of notice will be sufficient proof of notice. The time of surrender or the effective date and hour of cancellation stated in the notice will become the end of the **POLICY PERIOD**. Delivery of written notice either by the first **NAMED INSURED** or by us will be equivalent to mailing.

If this policy is canceled, we will send the first **NAMED INSURED** any premium refund due. If we cancel, the refund will be pro rata. If the first **NAMED INSURED** cancels, the refund will be the customary short rate proportion. We will make the premium refund as soon as practicable after the date of cancellation. However, the premium refund is not a condition of cancellation.

Notice of cancellation will only be sent to the first **NAMED INSURED** and will serve as notice to all of you.

2. NONRENEWAL

If we do not renew this policy, we will mail written notice to the first **NAMED INSURED** at least sixty (60) days before the end of the **POLICY PERIOD**. Any changes in the terms and conditions quoted on renewal do not constitute nonrenewal of this policy.

If notice is mailed, proof of mailing will be sufficient proof of notice.

3. ASSIGNMENT OF INTEREST/TRANSFER OF YOUR RIGHTS AND DUTIES

Assignment of interest under this policy will not bind us unless we endorse the policy in writing assigning your interest to another party.

Your rights and duties under this policy may not be transferred without our written consent, except in the case of death of an individual **NAMED INSURED**. If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties, but only with respect to that property.

4. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first **NAMED INSURED** shown in the Declarations is authorized to make changes in the terms of this policy with our consent.

The terms of this policy will not be waived or changed except by endorsement issued by us and made a part of this policy.

5. MERGERS AND ACQUISITIONS

All mergers and acquisitions with other firms occurring throughout the **POLICY PERIOD** must be reported to us in writing within sixty (60) days of the merger or acquisition, or the next anniversary of this policy, whichever is sooner. We shall have the right to adjust the premium, terms, conditions and exclusions to reflect any shift in exposure created by such merger or acquisition.

6. CONFLICTING STATUTES

Any part of this policy which is in conflict with the statutes of the state in which this policy is issued is amended to conform to such statutes.

7. SUBROGATION CLAUSE

If the Insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The Insured must do nothing after loss to impair them. At our request, the Insured will bring suit or transfer those rights to us and help us enforce them.

We will not exercise our right to recover against any Insured unless the **DAMAGES** result from any dishonest, fraudulent, criminal, malicious or intentional **WRONGFUL ACTS** committed by the Insured. However, we hereby waive our subrogation rights against a client of yours or project owner to the extent that you had, prior to the **CLAIM** or **CIRCUMSTANCE**, entered into a written agreement to waive such rights.

Any amount recovered from subrogation shall be apportioned as follows:

- a. Any amount recovered shall first be used for repayment of **SUBROGATION EXPENSES**;
- b. Second, to any **DAMAGES** and/or **CLAIM EXPENSE** paid by us;
- c. Third, to any **DAMAGES** and **CLAIM EXPENSE** paid by an excess insurer on your behalf;
- d. Fourth, to any **DAMAGES** and **CLAIM EXPENSE** paid by any other primary insurer on your behalf; and
- e. Last, to repayment of your **DEDUCTIBLE**.

8. OTHER INSURANCE

If you have other insurance which applies to **CLAIMS** reported under this policy, we will be excess of the amount of the applicable **DEDUCTIBLE** and any other valid and collectible insurance whether such other insurance is primary, pro rata, contributory, excess, contingent or any other basis, unless such other insurance is written only as specific excess insurance over the Limit of Liability provided in this policy.

If a loss occurs involving two or more policies, each of which provides that its insurance will be excess, then each policy will contribute on a pro rata basis. This means we will pay no more than our percentage of the total amount of the insurance covering the **CLAIM**, less the **DEDUCTIBLE**.

9. SEPARATION OF INSURED

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this policy to the first **NAMED INSURED**, this insurance applies:

- a. As if each **NAMED INSURED** were the only **NAMED INSURED**; and
- b. Separately to each Insured against whom **CLAIM** is made or **SUIT** is brought.

10. SEVERABILITY CLAUSE

The application and any supplements or addendums will be retained on file by us and will be deemed as incorporated in and constituting part of this policy along with the Declarations.

The particulars and statements contained in the application, any supplements or addendums and the conditions and exclusions set forth in this policy will be construed as a separate agreement with each Insured.

By acceptance of this policy, you agree that the statements in the application are your representations, that they shall be deemed material and that this policy is issued upon the truth of such representations.

Nothing in this provision will be construed to increase the Limits of Liability as set forth in the Declarations.

11. LEGAL ACTION AGAINST US

No person or organization has a right under this policy:

- a. To join us as a party or otherwise bring us into a **SUIT** asking for **DAMAGES** from an Insured; or
- b. To sue us on this policy unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an Insured; but we will not be liable for damages that are not payable under the terms of this policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the Insured and the claimant or the claimant's legal representative.

12. BANKRUPTCY

Your bankruptcy or insolvency, or that of your estate, will not relieve us of our obligations under this policy.

13. INSURED'S RIGHTS AND RESPONSIBILITIES

An individual **NAMED INSURED** or a partner, manager, executive officer, director or trustee of the **NAMED INSURED**, on behalf of all Insureds, will be:

- a. Authorized to make changes in the terms of this policy with our written consent;
- b. Authorized to receive any amount we refund; and
- c. Responsible for:
 - (1) The payment of all premiums and **DEDUCTIBLE** obligations due to us;
 - (2) Keeping records of the information we need for premium calculation, and sending us copies as we may request; and
 - (3) Notifying us of any cancellation or non-renewal.

14. PREMIUMS

All premiums for this policy shall be computed in accordance with our rules, rates, rating plans, premiums and minimum premiums applicable to the insurance afforded herein.

15. ECONOMIC AND TRADE SANCTIONS

This policy does not provide coverage for any Insured, any transactions or any part of a **CLAIM** if uninsurable under the laws or regulations of the United States concerning trade, economic sanctions or trade embargos.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

11D

Solaeris Community Development District
Request for Qualifications – District Engineering Services

Competitive Selection Criteria

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

Board Member’s Signature

Date

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13A



Florida

PO Box 631244 Cincinnati, OH 45263-1244

GANNETT

AFFIDAVIT OF PUBLICATION

Daphne Gillyard
Solaeris Community Development
2300 Glades RD # 410W
Boca Raton FL 33431-8556

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

07/25/2024

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

Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 07/25/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$121.56
Tax Amount: \$0.00
Payment Cost: \$121.56
Order No: 10404264
Customer No: 1071701

of Copies:
1

PO #:

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Solaeris Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Lucie County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

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

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

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Solaeris Community Development District." Proposals must be received by 12:00 p.m. on August 2, 2024, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager
Pub: July 25, 2024
TCN10404264

KAITLYN FELTY
Notary Public
State of Wisconsin

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13B

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

The Solaeris Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal year ending September 30, 2024, with an option for additional annual renewals, subject to mutual agreement by both parties. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Lucie County, Florida. The final contract will require that, among other things, the audit for the fiscal year ending September 30, 2024, be completed no later than June 30, 2025.

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

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

Proposers must provide one (1) electronic copy and one (1) unbound copy of their proposal to the offices of the District Manager, located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, ph: (877) 276-0889 ("District Manager"), in an envelope marked on the outside "Auditing Services, Solaeris Community Development District." Proposals must be received by 12:00 p.m. on August 2, 2024, at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

REQUEST FOR PROPOSALS

District Auditing Services for Fiscal Year 2024

St. Lucie County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than August 2, 2024 at 12:00 p.m., at the offices of District Manager, located at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. Proposals will be publicly opened at that time.

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

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

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

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

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

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

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

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

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

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

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

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal, plus the lump sum cost of four (4) annual renewals.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be

filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

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

1. Ability of Personnel. (20 Points)

2. Proposer's Experience. (20 Points)

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

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

5. Price. (20 Points)***

Total (100 Points)

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

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13C1

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
PROPOSAL FOR AUDIT SERVICES

PROPOSED BY:

Berger, Toombs, Elam, Gaines & Frank
CERTIFIED PUBLIC ACCOUNTANTS, PL

600 Citrus Avenue, Suite 200
Fort Pierce, Florida 34950

(772) 461-6120

CONTACT PERSON:

J. W. Gaines, CPA, Director

DATE OF PROPOSAL:

August 2, 2024

TABLE OF CONTENTS

<u>DESCRIPTION OF SECTION</u>	<u>PAGE</u>
A. Letter of Transmittal	1-2
B. Profile of the Proposer	
Description and History of Audit Firm	3
Professional Staff Resources	4-5
Ability to Furnish the Required Services	5
Arbitrage Rebate Services	6
A. Governmental Auditing Experience	7-16
B. Fee Schedule	17
C. Scope of Work to be Performed	17
D. Resumes	18-36
E. Peer Review Letter	37
Instructions to Proposers	38-39
Evaluation Criteria	40



Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

600 Citrus Avenue
Suite 200
Fort Pierce, Florida 34950

772/461-6120 // 461-1155
FAX: 772/468-9278

August 2, 2024

Solaeris Community Development District
Wrathell Hunt & Associates LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Dear District Manager:

Thank you very much for the opportunity to present our professional credentials to provide audit services for Solaeris Community Development District.

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has assembled a team of governmental and nonprofit specialists second to none to serve our clients. Our firm has the necessary qualifications and experience to serve as the independent auditors for Solaeris Community Development District. We will provide you with top quality, responsive service.

Experience

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a recognized leader in providing services to governmental and nonprofit agencies throughout Florida. We have been the independent auditors for a number of local governmental agencies and through our experience in performing their audits, we have been able to increase our audit efficiency and; therefore, reduce costs. We have continually passed this cost savings on to our clients and will continue to do so in the future. As a result of our experience and expertise, we have developed an effective and efficient audit approach designed to meet or exceed the performance specifications in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, and the standards for financial and compliance audits. We will conduct the audit in accordance with auditing standards generally accepted in the United States of America; "Government Auditing Standards" issued by the Comptroller General of the United States; the provisions of the Single Audit Act, Subpart F of Title 2 US Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, with minimal disruption to your operations. Our firm has frequent technical updates to keep our personnel informed and up-to-date on all changes that are occurring within the industry.



Berger, Toombs, Elam,
Gaines & Frank
Certified Public Accountants PL

Solaeris Community Development District
August 2, 2024

Our firm is a member of the Government Audit Quality Center, an organization dedicated to improving government audit quality. We also utilize the audit program software of a nationally recognized CPA firm to assure us that we are up to date with all auditing standards and to assist us maintain maximum audit efficiencies.

To facilitate your evaluation of our qualifications and experience, we have arranged this proposal to include a resume of our firm, including our available staff, our extensive prior governmental and nonprofit auditing experience and clients to be contacted.

You need a firm that will provide an efficient, cost-effective, high-quality audit within critical time constraints. You need a firm with the prerequisite governmental and nonprofit experience to perform your audit according to stringent legal and regulatory requirements, a firm that understands the complex nature of community development districts and their unique compliance requirements. You need a firm with recognized governmental and nonprofit specialists within the finance and governmental communities. And, certainly, you need a firm that will provide you with valuable feedback to enhance your current and future operations. Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is that firm. J. W. Gaines is the person authorized to make representations for the firm.

Thank you again for the opportunity to submit this proposal to Solaeris Community Development District.

Very truly yours,

Berger, Toombs, Elam, Gaines & Frank
Certified Public Accountants PL
Fort Pierce, Florida

PROFILE OF THE PROPOSER

Description and History of Audit Firm

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL is a Treasure Coast public accounting firm, which qualifies as a small business firm, as established by the Small Business Administration (13 CFR 121.38), with offices in Fort Pierce and Stuart. We are a member of the Florida Institute of Certified Public Accountants and the American Institute of Certified Public Accountants. The firm was formed from the merger of Edwards, Berger, Harris & Company (originated in 1972) and McAlpin, Curtis & Associates (originated in 1949). J. W. Gaines and Associates (originated in 1979) merged with the firm in 2004. Our tremendous growth rate experienced over the last 69 years is directly attributable to the firm's unrelenting dedication to providing the highest quality, responsive professional services attainable to its clients.

We are a member of the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA) to assure we meet the highest standards. Membership in this practice section requires that our firm meet more stringent standards than standard AICPA membership. These rigorous requirements include the requirement of a triennial peer review of our firm's auditing and accounting practice and annual Continuing Professional Education (CPE) for all accounting staff (whether CPA or non-CPA). For standard AICPA membership, only a quality review is required and only CPAs must meet CPE requirements.

We are also a member of the Government Audit Quality Center ("the Center") of the American Institute of Certified Public Accountants to assure the quality of our government audits. Membership in the Center, which is voluntary, requires our firm to comply with additional standards to promote the quality of government audits.

We have been extensively involved in serving local government entities with professional accounting, auditing and consulting services throughout the entire 69 year history of our firm. Our substantial experience over the years makes us uniquely qualified to provide accounting, auditing, and consulting services to these clients. We are a recognized leader in providing services to governmental and nonprofit agencies on the Treasure Coast and in Central and South Florida, with extensive experience in auditing community development districts and water control districts. We were the independent auditors of the City of Fort Pierce for over 37 years and currently, we are the independent auditors for St. Lucie County since 2002, and for 34 of the 38 years that the county has been audited by CPA firms. Additionally, we have performed audits of the City of Stuart, the City of Vero Beach, Indian River County and Martin County. We also presently audit over 75 Community Development Districts throughout Florida.

Our firm was founded on the belief that we are better able to respond to our clients needs through education, experience, independence, quality control, and personal service. Our firm's commitment to quality is reflected in our endeavor of professional excellence via continuing education, the use of the latest computer technology, professional membership in PCPS and peer review.

We believe our approach to audit engagements, intelligence and innovation teamed with sound professional judgment enables us to explore new concepts while remaining sensitive to the fundamental need for practical solutions. We take pride in giving you the assurance that the personal assistance you receive comes from years of advanced training, technical experience and financial acumen.

Professional Staff Resources

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has a total of 27 professional and administrative staff (including 12 professional staff with extensive experience servicing government entities). The work will be performed out of our Fort Pierce office with a proposed staff of one senior accountant and one or two staff accountants supervised by an audit manager and audit partner. With the exception of the directors of the firm's offices, the professional staff is not specifically assigned to any of our individual offices. The professional and administrative staff resources available to you through Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL are as follows:

	<u>Total</u>
Partners/Directors (CPA's)	6
Managers (2 CPA's)	2
Senior/Supervisor Accountants (3 CPA's)	3
Staff Accountants (2 CPA)	11
Computer Specialist	1
Paraprofessional	7
Administrative	<u>5</u>
Total – all personnel	35

Following is a brief description of each employee classification:

Staff Accountant – Staff accountants work directly under the constant supervision of the auditor-in-charge and, are responsible for the various testing of documents, account analysis and any other duties as his/her supervisor believes appropriate. Minimum qualification for a staff accountant is graduation from an accredited university or college with a degree in accounting or equivalent.

Senior Accountant – A senior accountant must possess all the qualifications of the staff accountant, in addition to being able to draft the necessary reports and financial statements, and supervise other staff accountants when necessary.

Managers – A manager must possess the qualifications of the senior accountant, plus be able to work without extensive supervision from the auditor-in-charge. The manager should be able to draft audit reports from start to finish and to supervise the audit team, if necessary.

Principal – A principal is a partner/director in training. He has been a manager for several years and possesses the technical skills to act as the auditor-in-charge. A principal has no financial interest in the firm.

Partner/Director – The director has extensive governmental auditing experience and acts as the auditor-in-charge. Directors have a financial interest in the firm.

Professional Staff Resources (Continued)

Independence – Independence of the public accounting firm, with respect to the audit client, is the foundation from which the public gains its trust in the opinion issued by the public accounting firm at the end of the audit process. This independence must be in appearance as well as in fact. The public must perceive that the accounting firm is independent of the audit entity to ensure that nothing would compromise the opinion issued by the public accounting firm. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is independent of Solaeris Community Development District, including its elected officials and related parties, at the date of this proposal, as defined by the following rules, regulations, and standards:

AuSection 220 – Statements on Auditing Standards issued by the American Institute of Certified Public Accountants;

ET Sections 101 and 102 – Code of Professional Conduct of the American Institute of Certified Public Accountants;

Chapter 21A-1, Florida Administrative Code;

Section 473.315, Florida Statutes; and,

Government Auditing Standards, issued by the Comptroller General of the United States.

On an annual basis, all members of the firm are required to confirm, in writing, that they have no personal or financial relationships or holding that would impair their independence with regard to the firm's clients.

Independence is a hallmark of our profession. We encourage our staff to use professional judgment in situations where our independence could be impaired or the perception of a conflict of interest might exist. In the governmental sector, public perception is as important as professional standards. Therefore, the utmost care must be exercised by independent auditors in the performance of their duties.

Ability to Furnish the Required Services

As previously noted in the Profile of the Proposer section of this document, our firm has been in existence for over 74 years. We have provided audit services to some clients for over 30 years continually. Our firm is insured against physical loss through commercial insurance and we also carry liability insurance. The majority of our audit documentation is stored electronically, both on our office network and on each employee laptop or computer assigned to each specific job. Our office computer network is backed up on tape, so in the event of a total equipment loss, we can restore all data as soon as replacement equipment is acquired. In addition, our field laptop computers carry the same data and can be used in the event of emergency with virtually no delay in completing the required services.

ADDITIONAL SERVICES PROVIDED

Arbitrage Rebate Services

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL also provides arbitrage rebate compliance and related services to governmental issuers. The Tax Reform Act of 1986 requires issuers of most tax-exempt obligations to pay (i.e., “rebate”) to the United States government any arbitrage profits. Arbitrage profits are earnings on the investment of bond proceeds and certain other monies in excess of what would have been earned had such monies been invested at a yield equal to the yield on the bonds.

Federal tax law requires that interim rebate calculations and payments are due at the end of every fifth bond year. Final payment is required upon redemption of the bonds. More frequent calculations may be deemed advisable by an issuer’s auditor, trustee or bond counsel or to assure that accurate and current records are available. These more frequent requirements are usually contained in the Arbitrage or Rebate Certificate with respect to the bonds.

Our firm performs a comprehensive rebate analysis and includes the following:

- Verifying that the issue is subject to rebate;
- Calculating the bond yield;
- Identifying, and separately accounting for, all “Gross Proceeds” (as that term is defined in the Code) of the bond issue, including those requiring analysis due to “transferred proceeds” and/or “commingled funds” circumstances;
- Determining what general and/or elective options are available to Gross proceeds of the issue;
- Calculating the issue’s excess investment earning (rebate liability), if any;
- Delivering appropriate documentation to support all calculations;
- Providing an executive summary identifying the methodology employed, major assumptions, conclusions, and any other recommendations for changes in recordkeeping and investment policies;
- Assisting as necessary in the event of an Internal Revenue Service inquiry; and,
- Consulting with issue staff, as necessary, regarding arbitrage related matters.

GOVERNMENTAL AUDITING EXPERIENCE

Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL has been practicing public accounting in Florida for 69 years. Our success over the years has been the result of a strong commitment to providing personalized quality service to our clients.

The current members of our firm have performed audits of over 1,100 community development districts, and over 2,100 audits of municipalities, counties and other governmental entities such as the City of Fort Pierce and St. Lucie County.

Our firm provides a variety of accounting, auditing, tax litigation support, and consulting services. Some of the professional accounting, auditing and management consulting services that are provided by our firm are listed below:

- Performance of annual financial and compliance audits, including Single Audits of state and federal financial assistance programs, under the provisions of the Single Audit Act, Subpart F of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), with minimal disruptions to your operations;
- Performance of special compliance audits to ascertain compliance with the applicable local, state and federal laws and regulations;
- Issuance of comfort letters and consent letters in conjunction with the issuance of tax-exempt debt obligations, including compiling financial data and interim period financial statement reviews;
- Calculation of estimated and actual federal arbitrage rebates;
- Assistance in compiling historical financial data for first-time and supplemental submissions for GFOA Certificate of Achievement for Excellence in Financial Reporting;
- Preparation of indirect cost allocation systems in accordance with Federal and State regulatory requirements;
- Providing human resource and employee benefit consulting;
- Performance of automation feasibility studies and disaster recovery plans;
- Performance feasibility studies concerning major fixed asset acquisitions and utility plant expansion plans (including electric, water, pollution control, and sanitation utilities); and
- Assistance in litigation, including testimony in civil and criminal court.
- Assist clients who utilize QuickBooks software with their software needs. Our Certified QuickBooks Advisor has undergone extensive training through QuickBooks and has passed several exams to attain this Certification.

Continuing Professional Education

All members of the governmental audit staff of our firm, and audit team members assigned to this engagement, are in compliance with the Continuing Professional Education (CPE) requirements set forth in Government Auditing Standards issued by the Comptroller General of the United States. In addition, our firm is in compliance with the applicable provisions of the Florida Statutes that require CPA's to have met certain CPE requirements prior to proposing on governmental audit engagements.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

The audit team has extensive experience in performing governmental audits and is exposed to intensive and continuing concentration on these types of audits. Due to the total number of governmental audits our team performs, each member of our governmental staff must understand and be able to perform several types of governmental audits. It is our objective to provide each professional employee fifty hours or more of comprehensive continuing professional education each year. This is accomplished through attending seminars throughout Florida and is reinforced through in-house training.

Our firm has made a steadfast commitment to professional education. Our active attendance and participation in continuing professional education is a major part of our objective to obtain the most recent knowledge on issues which are of importance to our clients. We are growing on the reputation for work that our firm is providing today.

Quality Control Program

Quality control requires continuing commitment to professional excellence. **Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants, PL** is formally dedicated to that commitment.

To ensure maintaining the standards of working excellence required by our firm, we joined the Private Companies Practice Section (PCPS) of the American Institute of Certified Public Accountants (AICPA). To be a participating member firm of this practice section, a firm must obtain an independent Peer Review of its quality control policies and procedures to ascertain the firm's compliance with existing auditing standards on the applicable engagements.

The scope of the Peer Review is comprehensive in that it specifically reviews the following quality control policies and procedures of the participating firm:

- Professional, economic, and administrative independence;
- Assignment of professional personnel to engagements;
- Consultation on technical matters;
- Supervision of engagement personnel;
- Hiring and employment of personnel;
- Professional development;
- Advancement;
- Acceptance and continuation of clients; and,
- Inspection and review system.

We believe that our commitment to the program is rewarding not only to our firm, but primarily to our clients.

The external independent Peer Review of the elements of our quality control policies and procedures performed by an independent certified public accountant, approved by the PCPS of the AICPA, provides you with the assurance that we continue to conform to standards of the profession in the conduct of our accounting and auditing practice.

GOVERNMENTAL AUDITING EXPERIENCE (CONTINUED)

Our firm is also a member of Governmental Audit Quality Center (GAQC), a voluntary membership center for CPA firms that perform governmental audits. This center promotes the quality of governmental audits.

Our firm has completed successive Peer Reviews. These reviews included a representative sample of our firm's local governmental auditing engagements. As a result of these reviews, our firm obtained an unqualified opinion on our quality control program and work procedures. On page 31 is a copy of our most recent Peer Review report. It should be noted that we received a pass rating.

Our firm has never had any disciplinary actions by state regulatory bodies or professional organizations.

As our firm performs approximately one hundred audits each year that are reviewed by federal, state or local entities, we are constantly dealing with questions from these entities about our audits. We are pleased to say that any questions that have been raised were minor issues and were easily resolved without re-issuing any reports.

Certificate of Achievement for Excellence in Financial Reporting (CAFR)

We are proud and honored to have been involved with the City of Fort Pierce and the Fort Pierce Utilities Authority when they received their first Certificates of Achievement for Excellence in Financial Reporting for the fiscal years ended September 30, 1988 and 1994, respectively. We were also instrumental in the City of Stuart receiving the award, in our first year of performing their audit, for the year ended September 30, 1999.

We also assisted St. Lucie County, Florida for the year ended September 30, 2003, in preparing their first Comprehensive Annual Financial Report, and St. Lucie County has received their Certificate of Achievement for Excellence in Financial Reporting every year since.

As continued commitment to insuring that we are providing the highest level of experience, we have had at least one employee of our firm serve on the GFOA – Special Review Committee since the mid-1980s. This committee is made up of selective Certified Public Accountants throughout the United States who have demonstrated their high level of knowledge and expertise in governmental accounting. Each committee member attends a special review meeting at the Annual GFOA Conference. At this meeting, the committee reports on the Certificate of Achievement Program's most recent results, future goals, and common reporting deficiencies.

We feel that our previous experience in assisting the City of Fort Pierce, the Fort Pierce Utilities Authority and St. Lucie County obtain their first CAFRs, and the City of Stuart in continuing to receive a CAFR and our firm's continued involvement with the GFOA, and the CAFR review committee make us a valued asset for any client in the field of governmental financial reporting.

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

References

Terracina Community Development
District
Jeff Walker, Special District Services
(561) 630-4922

Gateway Community Development
District
Stephen Bloom, Severn Trent Management
(954) 753-5841

The Reserve Community Development District

Darrin Mossing, Governmental Management
Services LLC
(407) 841-5524

Clearwater Cay Community Development
District
Cal Teague, Premier District Management

(239) 690-7100 ext 101

In addition to the above, we have the following additional governmental audit experience:

Community Development Districts

Aberdeen Community Development
District

Beacon Lakes Community
Development District

Alta Lakes Community Development
District

Beaumont Community Development
District

Amelia Concourse Community
Development District

Bella Collina Community Development
District

Amelia Walk Community
Development District

Bonnet Creek Community
Development District

Aqua One Community Development
District

Buckeye Park Community
Development District

Arborwood Community Development
District

Candler Hills East Community
Development District

Arlington Ridge Community
Development District

Cedar Hammock Community
Development District

Bartram Springs Community
Development District

Central Lake Community
Development District

Baytree Community Development
District

Channing Park Community
Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Cheval West Community Development District	Evergreen Community Development District
Coconut Cay Community Development District	Forest Brooke Community Development District
Colonial Country Club Community Development District	Gateway Services Community Development District
Connerton West Community Development District	Gramercy Farms Community Development District
Copperstone Community Development District	Greenway Improvement District
Creekside @ Twin Creeks Community Development District	Greyhawk Landing Community Development District
Deer Run Community Development District	Griffin Lakes Community Development District
Dowden West Community Development District	Habitat Community Development District
DP1 Community Development District	Harbor Bay Community Development District
Eagle Point Community Development District	Harbourage at Braden River Community Development District
East Nassau Stewardship District	Harmony Community Development District
Eastlake Oaks Community Development District	Harmony West Community Development District
Easton Park Community Development District	Harrison Ranch Community Development District
Estancia @ Wiregrass Community Development District	Hawkstone Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Heritage Harbor Community Development District	Madeira Community Development District
Heritage Isles Community Development District	Marhsall Creek Community Development District
Heritage Lake Park Community Development District	Meadow Pointe IV Community Development District
Heritage Landing Community Development District	Meadow View at Twin Creek Community Development District
Heritage Palms Community Development District	Mediterra North Community Development District
Heron Isles Community Development District	Midtown Miami Community Development District
Heron Isles Community Development District	Mira Lago West Community Development District
Highland Meadows II Community Development District	Montecito Community Development District
Julington Creek Community Development District	Narcoossee Community Development District
Laguna Lakes Community Development District	Naturewalk Community Development District
Lake Bernadette Community Development District	New Port Tampa Bay Community Development District
Lakeside Plantation Community Development District	Overoaks Community Development District
Landings at Miami Community Development District	Panther Trace II Community Development District
Legends Bay Community Development District	Paseo Community Development District
Lexington Oaks Community Development District	Pine Ridge Plantation Community Development District
Live Oak No. 2 Community Development District	Piney Z Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Poinciana Community Development District	Sampson Creek Community Development District
Poinciana West Community Development District	San Simeon Community Development District
Port of the Islands Community Development District	Six Mile Creek Community Development District
Portofino Isles Community Development District	South Village Community Development District
Quarry Community Development District	Southern Hills Plantation I Community Development District
Renaissance Commons Community Development District	Southern Hills Plantation III Community Development District
Reserve Community Development District	South Fork Community Development District
Reserve #2 Community Development District	St. John's Forest Community Development District
River Glen Community Development District	Stoneybrook South Community Development District
River Hall Community Development District	Stoneybrook South at ChampionsGate Community Development District
River Place on the St. Lucie Community Development District	Stoneybrook West Community Development District
Rivers Edge Community Development District	Tern Bay Community Development District
Riverwood Community Development District	Terracina Community Development District
Riverwood Estates Community Development District	Tison's Landing Community Development District
Rolling Hills Community Development District	TPOST Community Development District
Rolling Oaks Community Development District	

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Triple Creek Community Development District	Vizcaya in Kendall Development District
TSR Community Development District	Waterset North Community Development District
Turnbull Creek Community Development District	Westside Community Development District
Twin Creeks North Community Development District	WildBlue Community Development District
Urban Orlando Community Development District	Willow Creek Community Development District
Verano #2 Community Development District	Willow Hammock Community Development District
Viera East Community Development District	Winston Trails Community Development District
VillaMar Community Development District	Zephyr Ridge Community Development District

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Other Governmental Organizations

City of Westlake	Office of the Medical Examiner, District 19
Florida Inland Navigation District	Rupert J. Smith Law Library of St. Lucie County
Fort Pierce Farms Water Control District	St. Lucie Education Foundation
Indian River Regional Crime Laboratory, District 19, Florida	Seminole Improvement District
Viera Stewardship District	Troup Indiantown Water Control District

Current or Recent Single Audits.

St. Lucie County, Florida
Early Learning Coalition, Inc.
Gateway Services Community Development District.

Members of our audit team have acquired extensive experience from performing or participating in over 1,800 audits of governments, independent special taxing districts, school boards, and other agencies that receive public money and utilize fund accounting.

Much of our firm's auditing experience is with compliance auditing, which is required for publicly financed agencies. In this type of audit, we do a financial examination and also confirm compliance with various statutory and regulatory guidelines.

Following is a summary of our other experience, including Auditor General experience, as it pertains to other governmental and fund accounting audits.

Counties

(Includes elected constitutional officers, utilities and dependent taxing districts)

Indian River
Martin
Okeechobee
Palm Beach

Municipalities

City of Port St. Lucie
City of Vero Beach
Town of Orchid

GOVERNMENTAL AUDIT EXPERIENCE (CONTINUED)

Special Districts

Bannon Lakes Community Development District
Boggy Creek Community Development District
Capron Trail Community Development District
Celebration Pointe Community Development District
Coquina Water Control District
Diamond Hill Community Development District
Dovera Community Development District
Durbin Crossing Community Development District
Golden Lakes Community Development District
Lakewood Ranch Community Development District
Martin Soil and Water Conservation District
Meadow Pointe III Community Development District
Myrtle Creek Community Development District
St. Lucie County – Fort Pierce Fire District
The Crossings at Fleming Island
St. Lucie West Services District
Indian River County Mosquito Control District
St. John's Water Control District
Westchase and Westchase East Community Development Districts
Pier Park Community Development District
Verandahs Community Development District
Magnolia Park Community Development District

Schools and Colleges

Federal Student Aid Programs – Indian River Community College
Indian River Community College
Okeechobee County District School Board
St. Lucie County District School Board

State and County Agencies

Central Florida Foreign-Trade Zone, Inc. (a nonprofit organization affiliated with the St. Lucie County Board of County Commissioners)
Florida School for Boys at Okeechobee
Indian River Community College Crime Laboratory
Indian River Correctional Institution

FEE SCHEDULE

We propose the fee for our audit services described below to be \$3,420 for the year ended September 30, 2024. In addition, if a bond issuance occurs in the fiscal year ended September 30, 2024, the fee for our audit services will be \$4,700. The fee is contingent upon the financial records and accounting systems of Solaeris Community Development District being “audit ready” and the financial activity for the District is not materially increased. If we discover that additional preparation work or subsidiary schedules are needed, we will consult with your authorized representative. We can assist with this additional work at our standard rates should you desire.

SCOPE OF WORK TO BE PERFORMED

If selected as the District's auditors, we will perform a financial and compliance audit in accordance with Section 11.45, Florida Statutes, in order to express an opinion on an annual basis on the financial statements of Solaeris Community Development District as of September 30, 2024. The audits will be performed to the extent necessary to express an opinion on the fairness in all material respects with which the financial statements present the financial position, results of operations and changes in financial position in conformity with generally accepted accounting principles and to determine whether, for selected transactions, operations are properly conducted in accordance with legal and regulatory requirements. Reportable conditions that are also material weaknesses shall be identified as such in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters. Other (non-reportable) conditions discovered during the course of the audit will be reported in a separate letter to management, which will be referred to in the Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters.

Our audit will be performed in accordance with standards for financial and compliance audits contained in *Government Auditing Standards*, as well as in compliance with rules and regulations of audits of special districts as set forth by the State Auditor General in Chapter 10.550, Local Governmental Entity Audits, and other relevant federal, state and county orders, statutes, ordinances, charter, resolutions, bond covenants, Administrative Code and procedures, or rules and regulations which may pertain to the work required in the engagement.

The primary purpose of our audit will be to express an opinion on the financial statements discussed above. It should be noted that such audits are subject to the inherent risk that errors or irregularities may not be detected. However, if conditions are discovered which lead to the belief that material errors, defalcations or other irregularities may exist or if other circumstances are encountered that require extended services, we will promptly notify the appropriate individual.

Commitment to Quality Service

Personnel Qualifications and Experience

J. W. Gaines, CPA, CITP

Director – 44 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Affiliate member Government Finance Officers Association
- ◆ Past President, Vice President-Campaign Chairman, Vice President and Board Member of United Way of St. Lucie County, 1989 - 1994
- ◆ Past President, President Elect, Secretary and Treasurer of the Treasure Coast Chapter of the Florida Institute of Certified Public Accountants, 1988 - 1991
- ◆ Past President of Ft. Pierce Kiwanis Club, 1994 - 95, Member/Board Member since 1982
- ◆ Past President, Vice President and Treasurer of St. Lucie County Chapter of the American Cancer Society, 1980 -1986
- ◆ Member of the St. Lucie County Chamber of Commerce, Member Board of Directors, Treasurer, September 2002 - 2006, Chairman Elect 2007, Chairman 2008, Past Chairman 2009
- ◆ Member Lawnwood Regional Medical Center Board of Trustees, 2000 – Present, Chairman 2013 - Present
- ◆ Member of St. Lucie County Citizens Budget Committee, 2001 – 2002
- ◆ Member of Ft. Pierce Citizens Budget Advisory Committee, 2010 – 2011
- ◆ Member of Ft. Pierce Civil Service Appeals Board, 2013 - Present

Professional Experience

- ◆ Miles Grant Development/Country Club – Stuart, Florida, July 1975 – October 1976
- ◆ State Auditor General's Office – Public Accounts Auditor – November 1976 through September 1979
- ◆ Director - Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for numerous government and nonprofit audits.
- ◆ Over 40 years experience in all phases of public accounting and auditing experience, with a concentration in financial and compliance audits. Mr. Gaines has been involved in all phases of the audits listed on the preceding pages.

Commitment to Quality Service

Personnel Qualifications and Experience
--

J. W. Gaines, CPA, CITP (Continued)

Director

Continuing Professional Education

- ♦ Has participated in numerous continuing professional education courses provided by nationally recognized sponsors over the last two years to keep abreast of the latest developments in accounting and auditing such as:
 - Governmental Accounting Report and Audit Update
 - Analytical Procedures, FICPA
 - Annual Update for Accountants and Auditors
 - Single Audit Sampling and Other Considerations

Commitment to Quality Service

Personnel Qualifications and Experience

David S. McGuire, CPA, CITP

Director – 36 years experience

Education

- ◆ University of Central Florida, B.A. – Accounting
- ◆ Barry University – Master of Professional Accountancy

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy
- ◆ Certified Information Technology Professional (CITP) – American Institute of Certified Public Accountants
- ◆ Certified Not-For-Profit Core Concepts 2018

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Associate Member, Florida Government Finance Office Associates
- ◆ Assistant Coach – St. Lucie County Youth Football Organization (1994 – 2005)
- ◆ Assistant Coach – Greater Port St. Lucie Football League, Inc. (2006 – 2010)
- ◆ Board Member – Greater Port St. Lucie Football League, Inc. (2011 – 2017)
- ◆ Treasurer, AIDS Research and Treatment Center of the Treasure Coast, Inc. (2000 – 2003)
- ◆ Board Member/Treasurer, North Treasure Coast Chapter, American Red Cross (2004 – 2010)
- ◆ Member/Board Member of Port St. Lucie Kiwanis (1994 – 2001)
- ◆ President (2014/15) of Sunrise Kiwanis of Fort Pierce (2004 – 2017)
- ◆ St. Lucie District School Board Superintendent Search Committee (2013 – present)
- ◆ Board Member – Phrozen Pharos (2019-2021)

Professional Experience

- ◆ Twenty-eight years public accounting experience with an emphasis on nonprofit and governmental organizations.
- ◆ Audit Manager in-charge on a variety of audit and review engagements within several industries, including the following government and nonprofit organizations:
 - St. Lucie County, Florida
 - 19th Circuit Office of Medical Examiner
 - Troup Indiantown Water Control District
 - Exchange Club Center for the Prevention of Child Abuse, Inc.
 - Healthy Kids of St. Lucie County
 - Mustard Seed Ministries of Ft. Pierce, Inc.
 - Reaching Our Community Kids, Inc.
 - Reaching Our Community Kids - South
 - St. Lucie County Education Foundation, Inc.
 - Treasure Coast Food Bank, Inc.
 - North Springs Improvement District
- ◆ Four years of service in the United States Air Force in computer operations, with a top secret (SCI/SBI) security clearance.

Commitment to Quality Service

Personnel Qualifications and Experience
--

David S. McGuire, CPA, CITP (Continued)

Director

Continuing Professional Education

- ◆ Mr. McGuire has attended numerous continuing professional education courses and seminars taught by nationally recognized sponsors in the accounting auditing and single audit compliance areas. He has attended courses over the last two years in those areas as follows:

- Not-for-Profit Auditing Financial Results and Compliance Requirements

- Update: Government Accounting Reporting and Auditing

- Annual Update for Accountants and Auditors

Commitment to Quality Service

Personnel Qualifications and Experience

Matthew Gonano, CPA

Director – 13 years total experience

Education

- ◆ University of North Florida, B.B.A. – Accounting
- ◆ University of Alicante, Spain – International Business
- ◆ Florida Atlantic University – Masters of Accounting

Professional Affiliations/Community Service

- ◆ American Institute of Certified Public Accountants
- ◆ Florida Institute of Certified Public Accountants

Professional Experience

- ◆ Senior Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.
- ◆ Performed audits of nonprofit and governmental organizations in accordance with Governmental Accounting Auditing Standards (GAAS)
- ◆ Performed Single Audits of nonprofit organizations in accordance with OMB Circular A-133, Audits of State, Local Governments, and Non-Profit Organizations.

Continuing Professional Education

- ◆ Mr. Gonano has participated in numerous continuing professional education courses.

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA

Accounting and Audit Manager – 33 years

Education

- ◆ Stetson University, B.B.A. – Accounting

Registrations

- ◆ Certified Public Accountant – State of Florida, State Board of Accountancy

Professional Affiliations/Community Service

- ◆ Member of the American and Florida Institutes of Certified Public Accountants
- ◆ Former Member of Florida Institute of Certified Public Accountants Committee on State and Local Government
- ◆ Affiliate Member Government Finance Officers Association (GFOA) for over 10 years
- ◆ Affiliate Member Florida Government Finance Officers Association (FGFOA) for over 10 years
- ◆ Technical Review – 1997 FICPA Course on State and Local Governments in Florida
- ◆ Board of Directors – Kiwanis of Ft. Pierce, Treasurer – 1994-1999; Vice President – 1999-2001

Professional Experience

- ◆ Twenty-seven years public accounting experience with an emphasis on governmental and nonprofit organizations.
- ◆ State Auditor General's Office – West Palm Beach, Staff Auditor, June 1985 to September 1985
- ◆ Accounting and Audit Manager of Berger, Toombs, Elam, Gaines & Frank, Certified Public Accountants PL, responsible for audit and accounting services including governmental and not-for-profit audits.
- ◆ Over 20 years of public accounting and governmental experience, specializing in governmental and nonprofit organizations with concentration in special districts, including Community Development Districts which provide services including water and sewer utilities. Governmental and non-profit entities served include the following:

Counties:

St. Lucie County

Municipalities:

City of Fort Pierce

City of Stuart

Commitment to Quality Service

Personnel Qualifications and Experience

David F. Haughton, CPA (Continued)

Accounting and Audit Manager

Professional Experience (Continued)

Special Districts:

Bluewaters Community Development District
Country Club of Mount Dora Community Development District
Fiddler's Creek Community Development District #1 and #2
Indigo Community Development District
North Springs Improvement District
Renaissance Commons Community Development District
St. Lucie West Services District
Stoneybrook Community Development District
Summerville Community Development District
Terracina Community Development District
Thousand Oaks Community Development District
Tree Island Estates Community Development District
Valencia Acres Community Development District

Non-Profits:

The Dunbar Center, Inc.
Hibiscus Children's Foundation, Inc.
Hope Rural School, Inc.
Maritime and Yachting Museum of Florida, Inc.
Tykes and Teens, Inc.
United Way of Martin County, Inc.
Workforce Development Board of the Treasure Coast, Inc.

- ◆ While with the Auditor General's Office he was on the staff for the state audits of the Martin County School District and Okeechobee County School District.
- ◆ During 1997 he performed a technical review of the Florida Institute of Certified Public Accountants state CPE course on Audits of State and Local Governments in Florida. His comments were well received by the author and were utilized in future updates to the course.

Continuing Professional Education

- ◆ During the past several years, he has participated in numerous professional development training programs sponsored by the AICPA and FICPA, including state conferences on special districts and governmental auditing in Florida. He averages in excess of 100 hours bi-annually of advanced training which exceeds the 80 hours required in accordance with the continuing professional education requirements of the Florida State Board of accountancy and the AICPA Private Companies Practice Section. He has over 75 hours of governmental CPE credit within the past two years.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Paul Daly

Staff Accountant – 11 years

Education

- ♦ Florida Atlantic University, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Working to attain the requirements to take the Certified Public Accounting (CPA) exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Melissa Marlin, CPA

Senior Staff Accountant – 9 years

Education

- ◆ Indian River State College, A.A. – Accounting
- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mrs. Marlin participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Bryan Snyder

Staff Accountant – 8 years

Education

- ◆ Florida Atlantic University, B.B.A. – Accounting

Professional Experience

- ◆ Accountant beginning his professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.
- ◆ Mr. Snyder is gaining experience auditing governmental & nonprofit entities.

Continuing Professional Education

- ◆ Mr. Snyder participates in numerous continuing education courses and plans on working to acquire his CPA certificate.
- ◆ Mr. Snyder is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Maritza Stonebraker, CPA

Senior Accountant – 7 years

Education

- ♦ Indian River State College, B.S. – Accounting

Professional Experience

- ♦ Staff Accountant beginning her professional auditing career with Berger, Toombs, Elam, Gaines, & Frank.

Continuing Professional Education

- ♦ Mrs. Stonebraker participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience

Jonathan Herman, CPA

Senior Staff Accountant – 9 years

Education

- ◆ University of Central Florida, B.S. – Accounting
- ◆ Florida Atlantic University, MACC

Professional Experience

- ◆ Accounting graduate with nine years experience with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Herman participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Sean Stanton, CPA

Staff Accountant – 5 years

Education

- ◆ University of South Florida, B.S. – Accounting
- ◆ Florida Atlantic University, M.B.A. – Accounting

Professional Experience

- ◆ Staff accountant with Berger, Toombs, Elam, Gaines, & Frank auditing governmental and non-profit entities.

Continuing Professional Education

- ◆ Mr. Stanton participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Tifanee Terrell

Staff Accountant – 3 years

Education

- ♦ Florida Atlantic University, M.A.C.C. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Ms. Terrell participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ♦ Ms. Terrell is currently studying to pass the CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Dylan Dixon

Staff Accountant – 1 year

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Dixon participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Brennen Moore

Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Mr. Moore participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Jordan Wood

Staff Accountant – 1 year

Education

- ♦ Indian River State College, A.A. – Accounting

Professional Experience

- ♦ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ♦ Ms. Wood is currently enrolled at Indian River State College to complete her bachelor's degree.
- ♦ Ms. Wood participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ♦ Ms. Wood is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Katie Gifford
Staff Accountant

Education

- ◆ Indian River State College, B.S. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Gifford participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.

Commitment to Quality Service

Personnel Qualifications and Experience
--

Rayna Zicari
Staff Accountant

Education

- ◆ Stetson University, B.B.A. – Accounting

Professional Experience

- ◆ Staff Accountant with Berger, Toombs, Elam, Gaines, & Frank providing professional services to nonprofit and governmental entities.

Continuing Professional Education

- ◆ Ms. Zicari participates in numerous continuing professional education courses provided by nationally recognized sponsors to keep abreast of the latest developments.
- ◆ Ms. Zicari is currently working towards completing an additional 30 hours of education to qualify to sit for CPA exam.



6815 Dairy Road
Zephyrhills, FL 33542

813.788.2155
BodinePerry.com

Report on the Firm's System of Quality Control

To the Partners of
Berger, Toombs, Elam, Gaines & Frank, CPAs, PL
and the Peer Review Committee of the Florida Institute of Certified Public Accountants

November 30, 2022

We have reviewed the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL (the firm), in effect for the year ended May 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control, and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Berger, Toombs, Elam, Gaines & Frank, CPAs, PL, in effect for the year ended May 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)*, or *fail*. Berger, Toombs, Elam, Gaines & Frank, CPAs, PLC, has received a peer review rating of *pass*.

Bodine Perry

Bodine Perry

(BERGER_REPORT22)



BodinePerry
Certified Public Accountants & Advisors

**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS**

District Auditing Services for Fiscal Year 2024
St. Lucie County, Florida

INSTRUCTIONS TO PROPOSERS

SECTION 1. DUE DATE. Sealed proposals must be received no later than August 2, 2024, at 12:00 p.m., at the offices of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0010. Proposals will be publicly opened at that time.

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

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

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

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

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

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

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

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

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

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

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

- A. List the position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
- B. Describe proposed staffing levels, including resumes with applicable certifications.
- C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
- D. The lump sum cost of the provision of the services under the proposal for the District's first audit for which there are no special assessment bonds, plus the lump sum cost of two (2) annual renewals, which renewals shall include services related to the District's anticipated issuance of special assessment bonds.

SECTION 13. PROTESTS. In accordance with the District's Rules of Procedure, any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) calendar hours (excluding Saturday, Sunday, and state holidays) after the receipt of the Proposal Documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturday, Sunday, and state holidays) after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to the aforesaid Proposal Documents.

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

**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
AUDITOR SELECTION
EVALUATION CRITERIA**

1. Ability of Personnel. (20 Points)

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

2. Proposer's Experience. (20 Points)

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

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

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

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

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

5. Price. (20 Points)***

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

Total (100 Points)

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

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13CII



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Proposal to Provide Financial Auditing Services:

SOLAERIS

Community Development District

Proposal Due: August 2, 2024
12:00PM

Submitted to:

Solaeris
Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Submitted by:

Antonio J. Grau, Partner
Grau & Associates
951 Yamato Road, Suite 280
Boca Raton, Florida 33431

Tel (561) 994-9299
(800) 229-4728

Fax (561) 994-5823

tgrau@graucpa.com

www.graucpa.com



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Table of Contents

	PAGE
EXECUTIVE SUMMARY / TRANSMITTAL LETTER	1
FIRM QUALIFICATIONS.....	3
FIRM & STAFF EXPERIENCE.....	6
REFERENCES.....	11
SPECIFIC AUDIT APPROACH.....	13
COST OF SERVICES	17
SUPPLEMENTAL INFORMATION	19



Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

August 2, 2024

Solaeris Community Development District
c/o District Manager
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Re: Request for Proposal for Professional Auditing Services for the fiscal year ended September 30, 2024, with an option for four additional annual renewals.

Grau & Associates (Grau) welcomes the opportunity to respond to the Solaeris Community Development District's (the "District") Request for Proposal (RFP), and we look forward to working with you on your audit. We are an energetic and robust team of knowledgeable professionals and are a recognized leader of providing services to Community Development Districts. As one of Florida's few firms to primarily focus on government, we are especially equipped to provide you an effective and efficient audit.

Special district audits are at the core of our practice: **we have a total of 360 clients, 329 or 91% of which are special districts.** We know the specifics of the professional services and work products needed to meet your RFP requirements like no other firm. With this level of experience, we are able to increase efficiency, to provide immediate and continued savings, and to minimize disturbances to client operations.

Why Grau & Associates:

Knowledgeable Audit Team

Grau is proud that the personnel we assign to your audit are some of the most seasoned auditors in the field. Our staff performs governmental engagements year round. When not working on your audit, your team is refining their audit approach for next year's audit. Our engagement partners have decades of experience and take a hands-on approach to our assignments, which all ensures a smoother process for you.

Servicing your Individual Needs

Our clients enjoy personalized service designed to satisfy their unique needs and requirements. Throughout the process of our audit, you will find that we welcome working with you to resolve any issues as swiftly and easily as possible. In addition, due to Grau's very low turnover rate for our industry, you also won't have to worry about retraining your auditors from year to year.

Developing Relationships

We strive to foster mutually beneficial relationships with our clients. We stay in touch year round, updating, collaborating and assisting you in implementing new legislation, rules and standards that affect your organization. We are also available as a sounding board and assist with technical questions.

Maintaining an Impeccable Reputation

We have never been involved in any litigation, proceeding or received any disciplinary action. Additionally, we have never been charged with, or convicted of, a public entity crime of any sort. We are financially stable and have never been involved in any bankruptcy proceedings.

Complying With Standards

Our audit will follow the Auditing Standards of the AICPA, Generally Accepted Government Auditing Standards, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida, and any other applicable federal, state and local regulations. We will deliver our reports in accordance with your requirements.

This proposal is a firm and irrevocable offer for 90 days. We certify this proposal is made without previous understanding, agreement or connection either with any previous firms or corporations offering a proposal for the same items. We also certify our proposal is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action, and was prepared in good faith. Only the person(s), company or parties interested in the project as principals are named in the proposal. Grau has no existing or potential conflicts and anticipates no conflicts during the engagement. Our Federal I.D. number is 20-2067322.

We would be happy to answer any questions or to provide any additional information. We are genuinely excited about the prospect of serving you and establishing a long-term relationship. Please do not hesitate to call or email either of our Partners, Antonio J. Grau, CPA (tgrau@graucpa.com) or David Caplivski, CPA (dcaplivski@graucpa.com) at 561.994.9299. We thank you for considering our firm's qualifications and experience.

Very truly yours,
Grau & Associates



Antonio J. Grau

Firm Qualifications



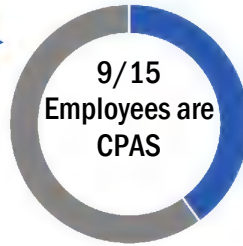
Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Grau's Focus and Experience

Our Team



3 Partners
11 Professional Staff
2 Administrative Professionals



2005

Year founded

Services Provided



Properly registered and licensed professional corporation by the state of FLORIDA

We are proud Members of the **American Institute of Certified Public Accountants** & the **Florida Institute of Certified Public Accountants**

Quality Controls

- ⇒ External quality review program: consistently receives a pass
- ⇒ Internal: ongoing monitoring to maintain quality



AICPA | FICPA | GFOA | FASD | FGFOA

See next page for report and certificate

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

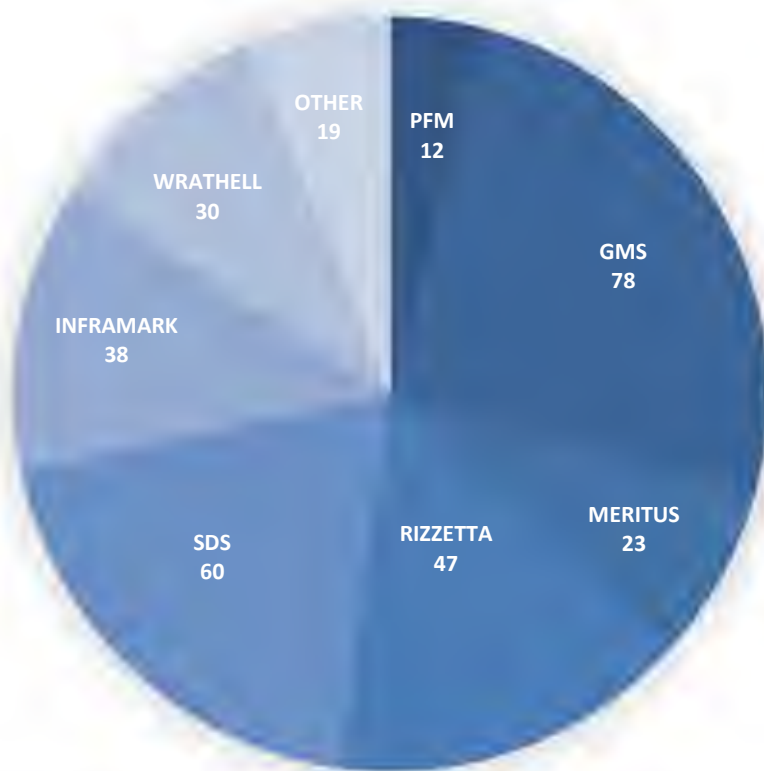
Review Number: 594791

Firm & Staff Experience



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

GRAU AND ASSOCIATES COMMUNITY DEVELOPMENT DISTRICT EXPERIENCE BY MANAGEMENT COMPANY



Profile Briefs:

Antonio J GRAU, CPA (Partner)

Years Performing

Audits: 35+

CPE (last 2 years):

Government

Accounting, Auditing:

40 hours; Accounting,

Auditing and Other:

53 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, GFOA

David Caplivski, CPA (Partner)

Years Performing

Audits: 13+

CPE (last 2 years):

Government

Accounting, Auditing:

24 hours; Accounting,

Auditing and Other:

64 hours

Professional

Memberships: AICPA,

FICPA, FGFOA, FASD

"Here at Grau & Associates, staying up to date with the current technological landscape is one of our top priorities. Not only does it provide a more positive experience for our clients, but it also allows us to perform a more effective and efficient audit. With the every changing technology available and utilized by our clients, we are constantly innovating our audit process."

- Tony Grau

"Quality audits and exceptional client service are at the heart of every decision we make. Our clients trust us to deliver a quality audit, adhering to high standards and assisting them with improvements for their organization."

-David Caplivski

YOUR ENGAGEMENT TEAM

Grau's client-specific engagement team is meticulously organized in order to meet the unique needs of each client. Constant communication within our solution team allows for continuity of staff and audit team.

The Certified Information Technology Professional (CITP) Partner will bring a unique blend of IT expertise and understanding of accounting principles to the financial statement audit of the District.

An advisory consultant will be available as a sounding board to advise in those areas where problems are encountered.



The assigned personnel will work closely with the partner and the District to ensure that the financial statements and all other reports are prepared in accordance with professional standards and firm policy. Responsibilities will include planning the audit; communicating with the client and the partners the progress of the audit; and determining that financial statements and all reports issued by the firm are accurate, complete and are prepared in accordance with professional standards and firm policy.

The Engagement Partner will participate extensively during the various stages of the engagement and has direct responsibility for engagement policy, direction, supervision, quality control, security, confidentiality of information of the engagement and communication with client personnel. The engagement partner will also be involved directing the development of the overall audit approach and plan; performing an overriding review of work papers and ascertain client satisfaction.



Antonio 'Tony' J. Grau, CPA

Partner

Contact: tgrau@graucpa.com | (561) 939-6672

Experience

For over 30 years, Tony has been providing audit, accounting and consulting services to the firm's governmental, non-profit, employee benefit, overhead and arbitrage clients. He provides guidance to clients regarding complex accounting issues, internal controls and operations.

As a member of the Government Finance Officers Association Special Review Committee, Tony participated in the review process for awarding the GFOA Certificate of Achievement in Financial Reporting. Tony was also the review team leader for the Quality Review of the Office of Management Audits of School Board of Miami-Dade County. Tony received the AICPA advanced level certificate for governmental single audits.

Education

University of South Florida (1983)
Bachelor of Arts
Business Administration

Clients Served (partial list)

(>300) Various Special Districts, including:

Bayside Improvement Community Development District	St. Lucie West Services District
Dunes Community Development District	Ave Maria Stewardship Community District
Fishhawk Community Development District (I, II, IV)	Rivers Edge II Community Development District
Grand Bay at Doral Community Development District	Bartram Park Community Development District
Heritage Harbor North Community Development District	Bay Laurel Center Community Development District
Boca Raton Airport Authority	
Greater Naples Fire Rescue District	
Key Largo Wastewater Treatment District	
Lake Worth Drainage District	
South Indian River Water Control	

Professional Associations/Memberships

American Institute of Certified Public Accountants	Florida Government Finance Officers Association
Florida Institute of Certified Public Accountants	Government Finance Officers Association Member
City of Boca Raton Financial Advisory Board Member	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	40
Accounting, Auditing and Other	53
Total Hours	<u>93</u> (includes of 4 hours of Ethics CPE)



David Caplivski, CPA/CITP, Partner
 Contact : dcaplivski@graucpa.com / 561-939-6676

Experience

Grau & Associates	Partner	2021-Present
Grau & Associates	Manager	2014-2020
Grau & Associates	Senior Auditor	2013-2014
Grau & Associates	Staff Auditor	2010-2013

Education

Florida Atlantic University (2009)
 Master of Accounting
 Nova Southeastern University (2002)
 Bachelor of Science
 Environmental Studies

Certifications and Certificates

Certified Public Accountant (2011)
 AICPA Certified Information Technology Professional (2018)
 AICPA Accreditation COSO Internal Control Certificate (2022)

Clients Served (partial list)

(>300) Various Special Districts	Hispanic Human Resource Council
Aid to Victims of Domestic Abuse	Loxahatchee Groves Water Control District
Boca Raton Airport Authority	Old Plantation Water Control District
Broward Education Foundation	Pinetree Water Control District
CareerSource Brevard	San Carlos Park Fire & Rescue Retirement Plan
CareerSource Central Florida 403 (b) Plan	South Indian River Water Control District
City of Lauderdale GERS	South Trail Fire Protection & Rescue District
City of Parkland Police Pension Fund	Town of Haverhill
City of Sunrise GERS	Town of Hypoluxo
Coquina Water Control District	Town of Hillsboro Beach
Central County Water Control District	Town of Lantana
City of Miami (program specific audits)	Town of Lauderdale By-The-Sea Volunteer Fire Pension
City of West Park	Town of Pembroke Park
Coquina Water Control District	Village of Wellington
East Central Regional Wastewater Treatment Fac.	Village of Golf
East Naples Fire Control & Rescue District	

Professional Education (over the last two years)

<u>Course</u>	<u>Hours</u>
Government Accounting and Auditing	24
Accounting, Auditing and Other	64
Total Hours	<u>88</u> (includes 4 hours of Ethics CPE)

Professional Associations

Member, American Institute of Certified Public Accountants
 Member, Florida Institute of Certified Public Accountants
 Member, Florida Government Finance Officers Association
 Member, Florida Association of Special Districts

References



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

We have included three references of government engagements that require compliance with laws and regulations, follow fund accounting, and have financing requirements, which we believe are similar to the District.

Dunes Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 1998
Client Contact	Darrin Mossing, Finance Director 475 W. Town Place, Suite 114 St. Augustine, Florida 32092 904-940-5850

Two Creeks Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2007
Client Contact	William Rizzetta, President 3434 Colwell Avenue, Suite 200 Tampa, Florida 33614 813-933-5571

Journey's End Community Development District

Scope of Work	Financial audit
Engagement Partner	Antonio J. Grau
Dates	Annually since 2004
Client Contact	Todd Wodraska, Vice President 2501 A Burns Road Palm Beach Gardens, Florida 33410 561-630-4922

Specific Audit Approach



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

AUDIT APPROACH

Grau's Understanding of Work Product / Scope of Services:

We recognize the District is an important entity and we are confident our firm is eminently qualified to meet the challenges of this engagement and deliver quality audit services. ***You would be a valued client of our firm and we pledge to commit all firm resources to provide the level and quality of services (as described below) which not only meet the requirements set forth in the RFP but will exceed those expectations.*** Grau & Associates fully understands the scope of professional services and work products requested. Our audit will follow the Auditing Standards of the AICPA, *Generally Accepted Government Auditing Standards*, issued by the Comptroller General of the United States, and the Rules of the Auditor General of the State of Florida and any other applicable Federal, State or Local regulations. **We will deliver our reports in accordance with your requirements.**

Proposed segmentation of the engagement

Our approach to the audit engagement is a risk-based approach which integrates the best of traditional auditing techniques and a total systems concept to enable the team to conduct a more efficient and effective audit. The audit will be conducted in three phases, which are as follows:



Phase I - Preliminary Planning

A thorough understanding of your organization, service objectives and operating environment is essential for the development of an audit plan and for an efficient, cost-effective audit. During this phase, we will meet with appropriate personnel to obtain and document our understanding of your operations and service objectives and, at the same time, give you the opportunity to express your expectations with respect to the services that we will provide. Our work effort will be coordinated so that there will be minimal disruption to your staff.

During this phase we will perform the following activities:

- » Review the regulatory, statutory and compliance requirements. This will include a review of applicable federal and state statutes, resolutions, bond documents, contracts, and other agreements;
- » Read minutes of meetings;
- » Review major sources of information such as budgets, organization charts, procedures, manuals, financial systems, and management information systems;
- » Obtain an understanding of fraud detection and prevention systems;
- » Obtain and document an understanding of internal control, including knowledge about the design of relevant policies, procedures, and records, and whether they have been placed in operation;
- » Assess risk and determine what controls we are to rely upon and what tests we are going to perform and perform test of controls;
- » Develop audit programs to incorporate the consideration of financial statement assertions, specific audit objectives, and appropriate audit procedures to achieve the specified objectives;
- » Discuss and resolve any accounting, auditing and reporting matters which have been identified.

Phase II – Execution of Audit Plan

The audit team will complete a major portion of transaction testing and audit requirements during this phase. The procedures performed during this period will enable us to identify any matter that may impact the completion of our work or require the attention of management. Tasks to be performed in Phase II include, but are not limited to the following:

- » Apply analytical procedures to further assist in the determination of the nature, timing, and extent of auditing procedures used to obtain evidential matter for specific account balances or classes of transactions;
- » Perform tests of account balances and transactions through sampling, vouching, confirmation and other analytical procedures; and
- » Perform tests of compliance.

Phase III - Completion and Delivery

In this phase of the audit, we will complete the tasks related to year-end balances and financial reporting. All reports will be reviewed with management before issuance, and the partners will be available to meet and discuss our report and address any questions. Tasks to be performed in Phase III include, but are not limited to the following:

- » Perform final analytical procedures;
- » Review information and make inquiries for subsequent events; and
- » Meeting with Management to discuss preparation of draft financial statements and any potential findings or recommendations.

You should expect more from your accounting firm than a signature in your annual financial report. Our concept of truly responsive professional service emphasizes taking an active interest in the issues of concern to our clients and serving as an effective resource in dealing with those issues. In following this approach, we not only audit financial information with hindsight but also consider the foresight you apply in managing operations.

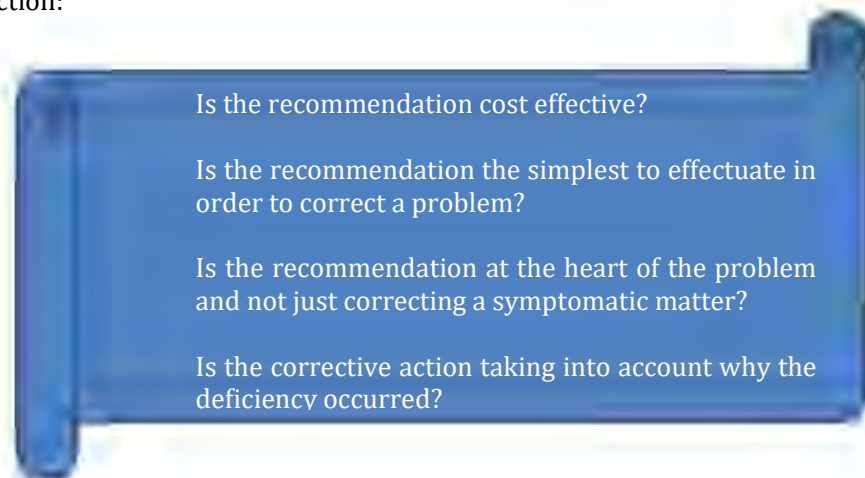
Application of this approach in developing our management letter is particularly important given the increasing financial pressures and public scrutiny facing today's public officials. We will prepare the management letter at the completion of our final procedures.

In preparing this management letter, we will initially review any draft comments or recommendations with management. In addition, we will take necessary steps to ensure that matters are communicated to those charged with governance.

In addition to communicating any recommendations, we will also communicate the following, if any:

- » Significant audit adjustments;
- » Significant deficiencies or material weaknesses;
- » Disagreements with management; and
- » Difficulties encountered in performing the audit.

Our findings will contain a statement of condition describing the situation and the area that needs strengthening, what should be corrected and why. Our suggestions will withstand the basic tests of corrective action:



To assure full agreement with facts and circumstances, we will fully discuss each item with Management prior to the final exit conference. This policy means there will be no “surprises” in the management letter and fosters a professional, cooperative atmosphere.

Communications

We emphasize a continuous, year-round dialogue between the District and our management team. We regularly communicate through personal telephone calls and electronic mail throughout the audit and on a regular basis.

Our clients have the ability to transmit information to us on our secure client portal with the ability to assign different staff with separate log on and viewing capability. This further facilitates efficiency as all assigned users receive electronic mail notification as soon as new information has been posted into the portal.

Cost of Services



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

Our proposed all-inclusive fees for the financial audit for the fiscal years ended September 30, 2024-2028 are as follows:

Year Ended September 30,	Fee
2024	\$3,800
2025	\$3,900
2026	\$4,000
2027	\$4,100
2028	<u>\$4,200</u>
TOTAL (2024-2028)	<u>\$20,000</u>

The above fees are based on the assumption that the District maintains its current level of operations. Should conditions change or additional Bonds are issued the fees would be adjusted accordingly upon approval from all parties concerned. If Bonds are issued the fee would increase by \$1,500. The fee for subsequent annual renewals would be agreed upon separately.

Supplemental Information



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

PARTIAL LIST OF CLIENTS

SPECIAL DISTRICTS	Governmental Audit	Single Audit	Utility Audit	Current Client	Year End
Boca Raton Airport Authority	✓	✓		✓	9/30
Captain's Key Dependent District	✓			✓	9/30
Central Broward Water Control District	✓			✓	9/30
Coquina Water Control District	✓			✓	9/30
East Central Regional Wastewater Treatment Facility	✓		✓		9/30
Florida Green Finance Authority	✓				9/30
Greater Boca Raton Beach and Park District	✓			✓	9/30
Greater Naples Fire Control and Rescue District	✓	✓		✓	9/30
Green Corridor P.A.C.E. District	✓			✓	9/30
Hobe-St. Lucie Conservancy District	✓			✓	9/30
Indian River Mosquito Control District	✓				9/30
Indian Trail Improvement District	✓			✓	9/30
Key Largo Wastewater Treatment District	✓	✓	✓	✓	9/30
Lake Asbury Municipal Service Benefit District	✓			✓	9/30
Lake Padgett Estates Independent District	✓			✓	9/30
Lake Worth Drainage District	✓			✓	9/30
Loxahatchee Groves Water Control District	✓				9/30
Old Plantation Control District	✓			✓	9/30
Pal Mar Water Control District	✓			✓	9/30
Pinellas Park Water Management District	✓			✓	9/30
Pine Tree Water Control District (Broward)	✓			✓	9/30
Pinetree Water Control District (Wellington)	✓				9/30
Port of The Islands Community Improvement District	✓		✓	✓	9/30
Ranger Drainage District	✓	✓		✓	9/30
Renaissance Improvement District	✓			✓	9/30
San Carlos Park Fire Protection and Rescue Service District	✓			✓	9/30
Sanibel Fire and Rescue District	✓			✓	9/30
South Central Regional Wastewater Treatment and Disposal Board	✓				9/30
South-Dade Venture Development District	✓			✓	9/30
South Indian River Water Control District	✓	✓		✓	9/30
South Trail Fire Protection & Rescue District	✓			✓	9/30
Spring Lake Improvement District	✓			✓	9/30
St. Lucie West Services District	✓		✓	✓	9/30
Sunrise Lakes Phase IV Recreation District	✓			✓	9/30
Sunshine Water Control District	✓			✓	9/30
Sunny Hills Units 12-15 Dependent District	✓			✓	9/30
West Villages Independent District	✓			✓	9/30
Various Community Development Districts (452)	✓			✓	9/30
TOTAL	490	5	4	484	

ADDITIONAL SERVICES

CONSULTING / MANAGEMENT ADVISORY SERVICES

Grau & Associates also provide a broad range of other management consulting services. Our expertise has been consistently utilized by Governmental and Non-Profit entities throughout Florida. Examples of engagements performed are as follows:

- Accounting systems
- Development of budgets
- Organizational structures
- Financing alternatives
- IT Auditing
- Fixed asset records
- Cost reimbursement
- Indirect cost allocation
- Grant administration and compliance

ARBITRAGE

The federal government has imposed complex rules to restrict the use of tax-exempt financing. Their principal purpose is to eliminate any significant arbitrage incentives in a tax-exempt issue. We have determined the applicability of these requirements and performed the rebate calculations for more than 150 bond issues, including both fixed and variable rate bonds.

73

Current
Arbitrage
Calculations

We look forward to providing Solaeris Community Development District with our resources and experience to accomplish not only those minimum requirements set forth in your Request for Proposal, but to exceed those expectations!

**For even more information on Grau & Associates
please visit us on www.graucpa.com.**

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

13D

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

AUDITOR EVALUATION MATRIX

RFP FOR ANNUAL AUDIT SERVICES	ABILITY OF PERSONNEL	PROPOSER'S EXPERIENCE	UNDERSTANDING OF SCOPE OF WORK	ABILITY TO FURNISH REQUIRED SERVICES	PRICE	TOTAL POINTS
PROPOSER	20 POINTS	20 POINTS	20 POINTS	20 POINTS	20 POINTS	100 POINTS
Berger, Toombs, Elam, Gaines & Frank						
Grau & Associates						

NOTES:

Completed by: _____

Board Member's Signature

Date: _____

Printed Name of Board Member

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

16

Memorandum

To: Board of Supervisors

From: District Management

Date: August 15, 2024

RE: HB7013 - Special Districts Performance Measures and Standards Reporting

To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

Exhibit A: Goals, Objectives and Annual Reporting Form

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
Performance Measures/Standards & Annual Reporting Form
October 1, 2024 – September 30, 2025

1. COMMUNITY COMMUNICATION AND ENGAGEMENT

Goal 1.1 Public Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.2 Notice of Meetings Compliance

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

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

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

Achieved: Yes ☐ No ☐

Goal 1.3 Access to Records Compliance

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

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

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

Achieved: Yes ☐ No ☐

2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

Goal 2.1 District Infrastructure and Facilities Inspections

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

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

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

Achieved: Yes ☐ No ☐

3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

Goal 3.1 Annual Budget Preparation

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

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

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

Achieved: Yes ☐ No ☐

Goal 3.2 Financial Reports

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

Measurement: Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

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

Achieved: Yes ☐ No ☐

Goal 3.3 Annual Financial Audit

Objective: Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

Measurement: Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

Standard: Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

Achieved: Yes ☐ No ☐

District Manager

Chair/Vice Chair, Board of Supervisors

Print Name

Print Name

Date

Date

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

17A

This instrument was prepared by:

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

SECOND AMENDED AND RESTATED CDD DEVELOPMENT AGREEMENT¹ – SOLAERIS CDD

THIS SECOND AMENDED AND RESTATED CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD (“Agreement”) is made and entered into, by and between the following parties, and to be effective upon full execution of this Agreement:

Solaeris Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in St. Lucie County, Florida, and whose mailing address is 2300 Glades Road #410w, Boca Raton, Florida 33431 (“**District**”); and

Oak Ridge Ranches, LLC, a Florida limited liability company, **Oak Ridge RESI Investments, LLC**, a Florida limited liability company, and **Oak Ridge Commercial, LLC**, a Florida limited liability company, in each case with an address of 7735 S. Old Floral City Road, Floral City, Florida 34436 (together, “**Landowner**”).

RECITALS

WHEREAS, the District was established by Ordinance No. 22-030 adopted by the Board of County Commissioners for St. Lucie County, Florida, as amended by Ordinance 24-015 of the Board of County Commissioners of St. Lucie County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purposes, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including earthwork, water, sewer, reuse and drainage systems, roadway improvements, landscape and hardscape improvements and other infrastructure projects within or without the boundaries of the District; and

WHEREAS, the Landowner presently owns and/or is developing all of the lands (“**Property**”) within the District as described in **Exhibit A**, which lands are intended to be developed into a mixed-use development (“**Development**”); and

WHEREAS, as part of the establishment petition for the District, the Landowner represented to the County that:

“The District is intended to provide ‘master’ improvements – specifically a 2.71

¹ This Agreement supersedes and restates that prior *Amended and Restated Corrective CDD Development Agreement – Solaeris CDD*, recorded at File #5327734, Book 5137, Pages 2314 et seq., of the Public Records of St. Lucie County, Florida.

mile master spine road complete with stormwater, utility and hardscape/landscape . . . – for several smaller, ‘neighborhood’ community development districts;” and

WHEREAS, as described in the *Engineer’s Report*, dated February 2024, the District’s “**Project**” is comprised of a “**Master Project**,” which includes the 2.71-mile master spine road and other offsite roadway improvements, as well as certain “**Neighborhood Project(s)**,” which include numerous neighborhood roads, stormwater ponds, utilities and other improvements; and

WHEREAS, to finance the Master Project, and possibly the Neighborhood Project(s) on the terms set forth herein, the District anticipates issuing one or more special assessment bonds (together, “**Bonds**”), which Bonds will be secured by the levy and imposition of debt service special assessments (“**Debt Assessments**”) on lands within the District; and

WHEREAS, consistent with the representations made in connection with the establishment of the District, the Landowner has requested assurances that the District will only issue Bonds and levy operations and maintenance assessments for the purposes of financing the construction, installation, acquisition, operation, maintenance repair and replacement of the Master Project, and will not otherwise issue bonds and/or impose assessments, taxes, fees or other charges for any other purpose, except as otherwise set forth herein; and

WHEREAS, in consideration for the Landowner establishing the District (and agreeing not to dissolve the District and otherwise allowing the District to undertake the Master Project), among other consideration, and in recognition of the Landowner’s representations made in connection with the establishment of the District, upon which the Landowner has relied, the District is willing to provide such assurances based on the terms set forth herein; and

WHEREAS, the District finds that providing such assurances will assist with the development of the lands within the District because, as individual parcels are developed, individual Landowners will have the benefit of the Master Project improvements but will have the option to establish neighborhood community development districts, or to request that the District finance portions of the Neighborhood Project(s), if they so choose and in order to provide neighborhood specific improvements;

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

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

2. DEVELOPMENT AGREEMENT.

A. The District agrees to only implement its Master Project, as described in the Engineer’s Report, and as may be amended from time to time to address additional “master” improvements. As such, the District agrees to only issue Bonds, and levy Debt Assessments, and levy operations and maintenance assessments (and/or collect fees through other authorized methods), for the

purposes of financing and/or re-financing the construction, installation, acquisition, operation, maintenance, repair and replacement of the Master Project and also funding the District's annual administrative fees and expenses. The District shall not otherwise issue bonds and/or impose debt assessments for any other purpose.

Notwithstanding anything to the contrary in this Agreement, and at the request of particular Landowner(s) ("**Requesting Landowner**"), the District may issue bonds and levy debt assessments, and otherwise undertake the construction, installation, acquisition, operation, maintenance, repair and replacement of project(s) (each, a "**Neighborhood Project**") other than the Master Project, provided that such debt assessments and any corresponding operations and maintenance assessments related to a Neighborhood Project are only levied on the benefitted lands owned by the Requesting Landowner.

- B. Subject to Section 2.A. above, the Landowner agrees to take any action reasonably necessary to cooperate with the District's actions in: (i) conducting any routine meetings required by law for the District's operations (e.g., organizational meeting, budget meetings, etc.), and (ii) authorizing and prosecuting validation proceedings pursuant to Chapter 75, *Florida Statutes*, to validate the District's proposed Bonds (including, e.g., validating the entire Master Project), and (iii) levying Debt Assessments and operations and maintenance assessments for the purposes authorized herein.

3. CDD ACQUISITIONS. The Landowner agrees that the District may issue Bonds and levy Debt Assessments to fund impact-fee creditable improvements as part of the Master Project, provided however that the District uses the proceeds from any such resulting impact fee credits to fund ("**Acquisition(s)**") an off-setting, equivalent amount of "**Non-Impact Fee Creditable Improvements**" constituting all or a portion of the Project. (As a point of clarification then, and notwithstanding any other provision of this Agreement, Non-Impact Fee Creditable Improvements may include items from either the Master Project and/or Neighborhood Project(s), and, in doing so, the Bonds and Debt Assessments may be used to finance portions of the Neighborhood Project(s) at the District's option.) Regardless of who constructed the Non-Impact Fee Creditable Improvements, all such Acquisitions shall be conducted pursuant to the terms of that certain *Acquisition Agreement*, dated March 14, 2024, and by and between the District and Oak Ridge Ranches, LLC ("**Acquisition Agreement**"), the terms of which are incorporated herein. Any payment by the District for any such Acquisitions shall be payable to Oak Ridge Ranches, LLC, and/or its assigns, in accordance with the Acquisition Agreement, regardless of who conveys the Non-Impact Fee Creditable Improvements to the District. The Landowner shall reasonably cooperate with the District in connection with such Acquisitions, and take all necessary steps to transfer Non-Impact Fee Creditable Improvements to the District in accordance with the Acquisition Agreement. As a point of clarification, and pursuant to the Acquisition Agreement, the applicable Landowner shall provide to the District at the applicable Landowner's own cost any real estate rights and approvals necessary for the District's ownership and operation of the applicable portion of the Property where acquired improvements are located, and the applicable Landowner shall transfer to the District all public utility and/or roadway improvements comprising a portion of the Project prior to any turnover of such improvements to St. Lucie County or other governmental entity.

The Landowner expressly waives and relinquishes any and all rights, remedies, and other actions

now or hereafter contemplated to contest, challenge, or otherwise dispute or object to the District's issuance of tax-exempt bonds to finance impact-fee creditable improvements, provided that the District receives the proceeds from the sale of the credits from any such improvements and uses such proceeds to acquire Non-Impact Fee Creditable Improvements that benefit the Landowner(s) within the District.

4. DEFAULT. A default by a party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Notwithstanding anything to the contrary herein, a defaulting party shall have up to sixty (60) days to cure any default hereunder from the date of issuance of a written notice of default by the non-defaulting party.

5. ATTORNEYS' FEES AND COSTS. In the event that a party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of each party; each party has complied with all of the requirements of law; and each party has full power and authority to comply with the terms and provisions of this instrument.

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

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

9. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the parties 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 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 and their respective representatives, successors, and assigns.

10. ASSIGNMENT. This Agreement shall constitute a covenant running with title to the Property, binding upon the Landowner and its successors and assigns as to the Property or portions thereof.

11. 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 the parties hereto. That said, this Agreement may be amended by the District without further action of the parties in order to incorporate certain additional lands into the District. Notwithstanding anything to the contrary herein, the District and a particular Landowner may agree to amend this Agreement as it relates to the portion of the Property owned by that Landowner only, provided that doing so does not materially and adversely affect any other Landowner.

12. 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 agrees that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

13. 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.

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

15. 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.

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

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 30th day of May, 2024.

WITNESS

By: [Signature]
 Name: DANA RHODES
 Address: 14025 RIVEREDGE DR. # 175
TAMPA, FL 33637

By: [Signature]
 Name: BRYON T. LOPRESTE
 Address: 14025 RIVEREDGE DR. # 175
TAMPA, FL 33637

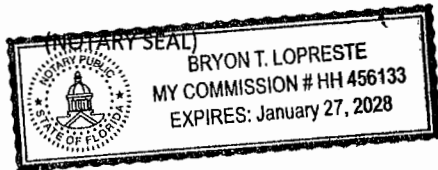
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
 Name: William Fife
 Title: Chairperson

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of MAY, 2024, by WILLIAM FIFE, Chairperson, of SOLAERIS 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

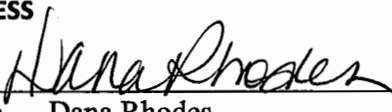


Name: Bryon T. Lopreste
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 30th day of May, 2024.

WITNESS

By: 
 Name: Dana Rhodes
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

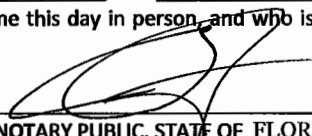
By: 
 Name: Bryon T. LoPreste
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

Oak Ridge Ranches, LLC

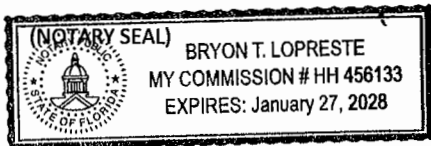
By: 
 Name: James P. Harvey
 Title: Authorized Signatory

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 29th day of May, 2024, by James P. Harvey, as Authorized Signatory of Oak Ridge Ranches, LLC, a _____, 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: Bryon T. LoPreste
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)



[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 30th day of May, 2024.

WITNESS

By: *Dana Rhodes*
 Name: Dana Rhodes
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

By: *Bryon T. LoPreste*
 Name: Bryon T. LoPreste
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

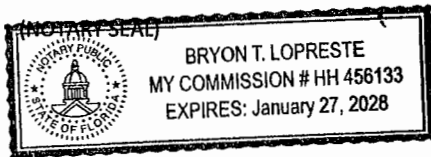
Oak Ridge RESI Investments, LLC

By: *James P. Harvey*
 Name: James P. Harvey
 Title: Authorized Signatory

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

29th The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of May, 2024, by James P. Harvey, as Authorized Signatory of Oak Ridge RESI Investments, LLC, a _____, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Bryon T. LoPreste
 NOTARY PUBLIC, STATE OF FLORIDA



Name: Bryon T. LoPreste
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

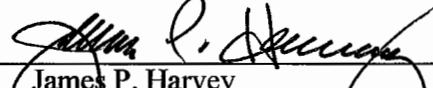
[SIGNATURE PAGE FOR CDD DEVELOPMENT AGREEMENT – SOLAERIS CDD]

Executed to be effective as of the 30th day of May, 2024.

WITNESS

By: 
 Name: Dana Rhodes
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

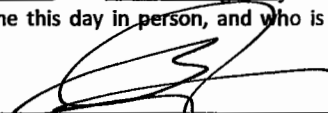
Oak Ridge Commercial, LLC

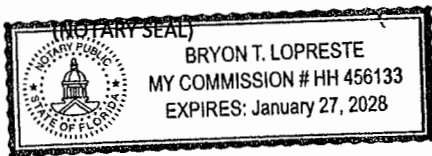
By: 
 Name: James P. Harvey
 Title: Authorized Signatory

By: 
 Name: Bryon T. LoPreste
 Address: 14025 Riveredge Dr. # 175
Tampa, FL 33637

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH

29th The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this day of May, 2024, by James P. Harvey, as Authorized Signatory of Oak Ridge Commercial, LLC, a _____, 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: Bryon T. LoPreste
 (Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTIONS 23, 25, 26, 35, 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST, AND SECTIONS 1 AND 2, TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°33'08" WEST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 846.24 FEET TO THE **POINT OF BEGINNING** OF C.D.D. PARCEL; THENCE CONTINUE SOUTH 89°33'08" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1438.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (½) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 26; THENCE NORTH 00°26'52" WEST ALONG SAID EAST LINE, A DISTANCE OF 689.50 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF (½) OF THE SOUTHWEST QUARTER (¼) OF THE SOUTHWEST QUARTER (¼) OF THE SOUTHEAST QUARTER (¼) OF SAID SECTION 26; THENCE SOUTH 89°50'34" WEST ALONG SAID NORTH LINE, A DISTANCE OF 328.41 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (½) OF SAID SECTION 26; THENCE NORTH 00°09'26" WEST ALONG SAID EAST LINE, A DISTANCE OF 4808.82 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 23 ; THENCE NORTH 00°08'13" WEST ALONG THE WEST LINE OF THE EAST HALF (½) OF SAID SECTION 23, A DISTANCE OF 5121.28 FEET TO A POINT ON THE SOUTH RIGHT OF WAY OF THE C-24 CANAL AS DESCRIBED IN DEED BOOK 243, PAGE 626 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE NORTH 89°57'08" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 369.00 FEET; THENCE SOUTH 89°58'02" EAST ALONG SAID SOUTH RIGHT OF WAY, A DISTANCE OF 2225.15 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 23; THENCE SOUTH 00°14'49" EAST ALONG THE EAST LINE OF SAID SECTION 23, A DISTANCE OF 5119.73 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 89°19'00" EAST ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 2616.94 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 25; THENCE SOUTH 89°17'56" EAST ALONG SAID NORTH LINE OF SECTION 25, A DISTANCE OF 2547.36 FEET TO A POINT ON A LINE THAT IS 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 25 ; THENCE SOUTH 00°00'44" WEST ALONG SAID PARALLEL LINE , A DISTANCE OF 5284.73 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 36; THENCE NORTH 88°30'58" EAST ALONG SAID NORTH LINE OF SECTION 36, A DISTANCE OF 70.02 FEET TO THE NORTHEAST CORNER OF SAID SECTION 36; THENCE SOUTH 00°08'55" EAST ALONG THE EAST LINE OF SAID SECTION 36, A DISTANCE OF 4946.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GLADES CUT OFF ROAD (SR 709) AS DESCRIBED IN OFFICIAL RECORD BOOK 587, PAGE 1117 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE SOUTH 44°46'11" WEST ALONG SAID NORTHWESTERLY RIGHT OF WAY LINE, A DISTANCE OF 5136.76 FEET; THENCE NORTH 30°26'13" WEST, A DISTANCE OF 517.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 235.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'13", A DISTANCE OF 341.09 FEET TO A POINT OF TANGENCY; THENCE SOUTH 60°00'20" WEST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.25 FEET AND A CHORD BEARING OF SOUTH 49°37'38" WEST ; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°15'46", A DISTANCE OF 245.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°21'58" WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 45°55'46" WEST, A DISTANCE OF 475.69 FEET; THENCE NORTH 43°39'21" EAST, A DISTANCE 828.93 FEET; THENCE NORTH 45°17'15" WEST, A DISTANCE OF 75.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1275.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'26", A DISTANCE OF 687.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, A DISTANCE OF 517.44 FEET; THENCE NORTH 68°02'49" WEST, A DISTANCE OF 448.84 FEET; THENCE NORTH 07°14'38" WEST, A DISTANCE OF 51.74 FEET THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 192.38 FEET AND A CHORD BEARING OF NORTH 12°58'19" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'19", A DISTANCE OF 463.93 FEET TO THE POINT OF REVERSE CURVE, CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°57'04", A DISTANCE OF 18.91 FEET TO A POINT OF TANGENCY;

FIELD BK/PG N/A JOB NUMBER A 15-015.F SHEET: 1 OF 7	DRAWN BY: T. C. MULLIN APPROVED BY: G. P. WILLIAMS DATE: 05/23/2022	BY: DATE:	REVISIONS	SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
--	--	-----------	-----------	--	---

LEGAL DESCRIPTION CONTINUED

THENCE NORTH 51°06'24" WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'34", A DISTANCE OF 193.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 79°33'58" WEST, A DISTANCE OF 94.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°19'24", A DISTANCE OF 47.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 25°14'34" WEST, A DISTANCE OF 61.10 FEET; THENCE NORTH 75°37'40" EAST, A DISTANCE OF 11.69 FEET; THENCE NORTH 14°22'20" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 75°37'40" WEST, A DISTANCE OF 319.37 FEET; THENCE NORTH 04°00'24" WEST, A DISTANCE OF 252.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°44'13", A DISTANCE OF 662.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'37" WEST, A DISTANCE OF 297.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'10", A DISTANCE OF 116.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°02'27" WEST, A DISTANCE OF 130.91 FEET; THENCE NORTH 43°53'27" EAST, A DISTANCE OF 210.42 FEET; THENCE NORTH 54°47'44" EAST, A DISTANCE OF 347.26 FEET; THENCE NORTH 68°57'39" EAST, A DISTANCE OF 422.81 FEET; THENCE NORTH 77°54'32" EAST, 424.50 FEET; THENCE NORTH 61°13'04" EAST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 925.00 FEET AND A CHORD BEARING OF NORTH 17°46'18" WEST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'58", A DISTANCE OF 71.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°59'47" WEST, A DISTANCE OF 389.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'42", A DISTANCE OF 335.12 FEET TO THE END POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF NORTH 87°51'55" EAST; THENCE SOUTH 87°51'55" WEST, A DISTANCE OF 67.80 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET AND A CHORD BEARING OF NORTH 45°12'39" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°34'45", A DISTANCE OF 484.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 32.19 FEET; THENCE NORTH 00°24'32" WEST, A DISTANCE OF 652.43 FEET; THENCE NORTH 77°19'49" EAST, A DISTANCE OF 50.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 471.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°24'48", A DISTANCE OF 250.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°55'01" EAST, A DISTANCE OF 266.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET AND A CHORD BEARING OF NORTH 18°37'14" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'52", A DISTANCE OF 450.20 FEET TO THE POINT OF TANGENCY; THENCE NORTH 24°50'10" EAST, A DISTANCE OF 341.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'58", A DISTANCE OF 105.00 FEET TO THE END POINT OF SAID CURVE, SAID POINT HAVING A RADIAL BEARING OF SOUTH 62°15'53" EAST; THENCE NORTH 46°47'44" WEST, A DISTANCE OF 231.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°12'16", A DISTANCE OF 763.79 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING** OF C.D.D. PARCEL;

CONTAINING 94713412.97 SQUARE FEET (2,174.32 ACRES)± MORE OR LESS.

FIELD BK/PG N/A JOB NUMBER A 15-015.F SHEET: 2 OF 7	DRAWN BY: T. C. MULLIN APPROVED BY: G. P. WILLIAMS DATE: 05/23/2022	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> <tr><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td><td style="width: 20px; height: 20px;"></td></tr> </table> BY: DATE: REVISIONS										SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922

SURVEYOR'S NOTES

1. THE BEARING SHOWN HEREON REFER TO A NORTH LINE OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 38 EAST, BEING SOUTH 89°33'08" WEST, STATE PLANE COORDINATE SYSTEM 1983 DATUM WITH 2011 ADJUSTMENT FOR FLORIDA EAST ZONE, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY
3. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEETS 4 THRU 7.
4. THE LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS FIRM FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD THAT MAY AFFECT THE SUBJECT SITE.
5. BEARING AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAD 83/2011), FLORIDA EAST ZONE, LINEAR UNITS ARE U.S. SURVEY FEET.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

Gary P. Williams

Digitally signed by Gary P.
Williams

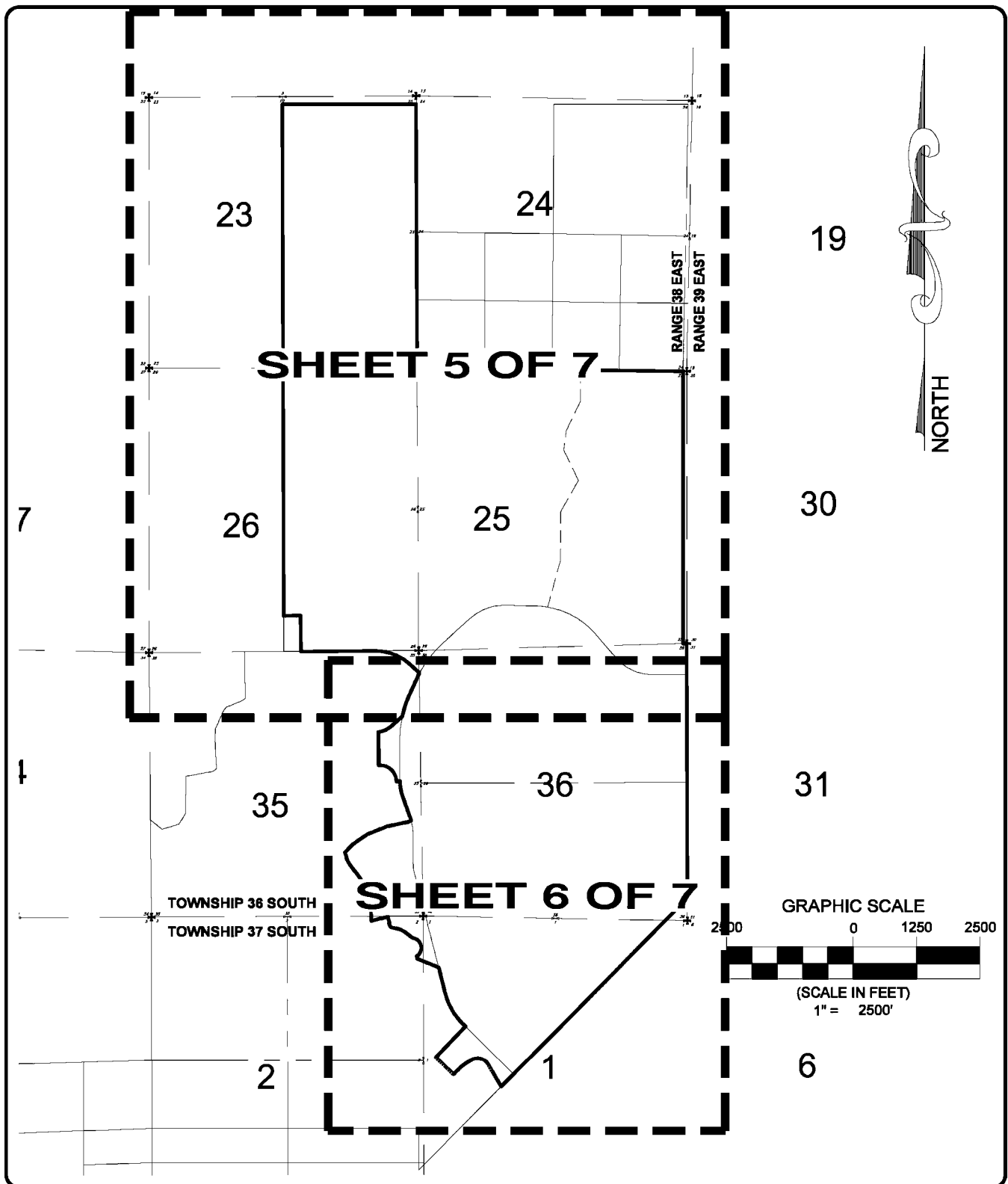
Date: 2022.05.25 14:31:05 -04'00'

BY: _____

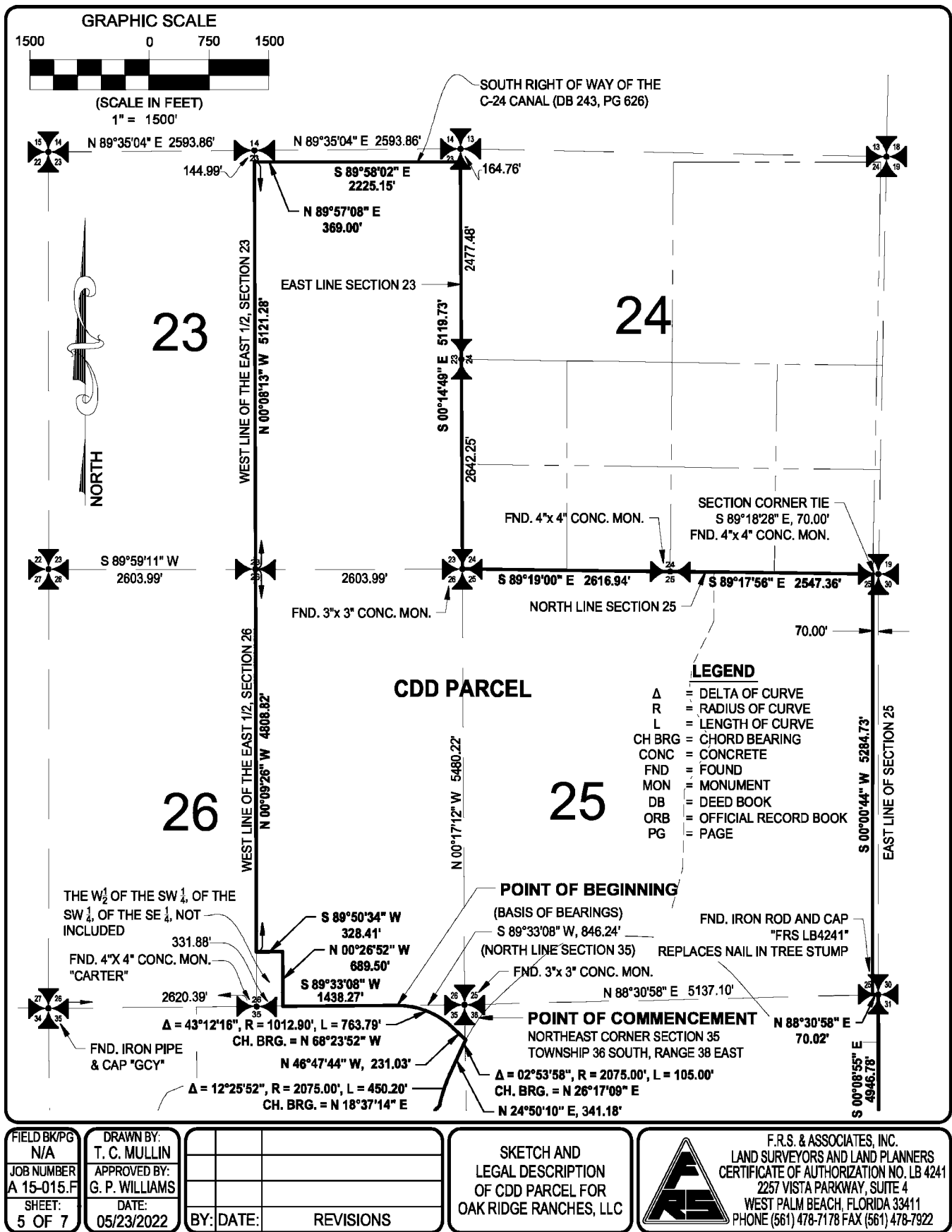
GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

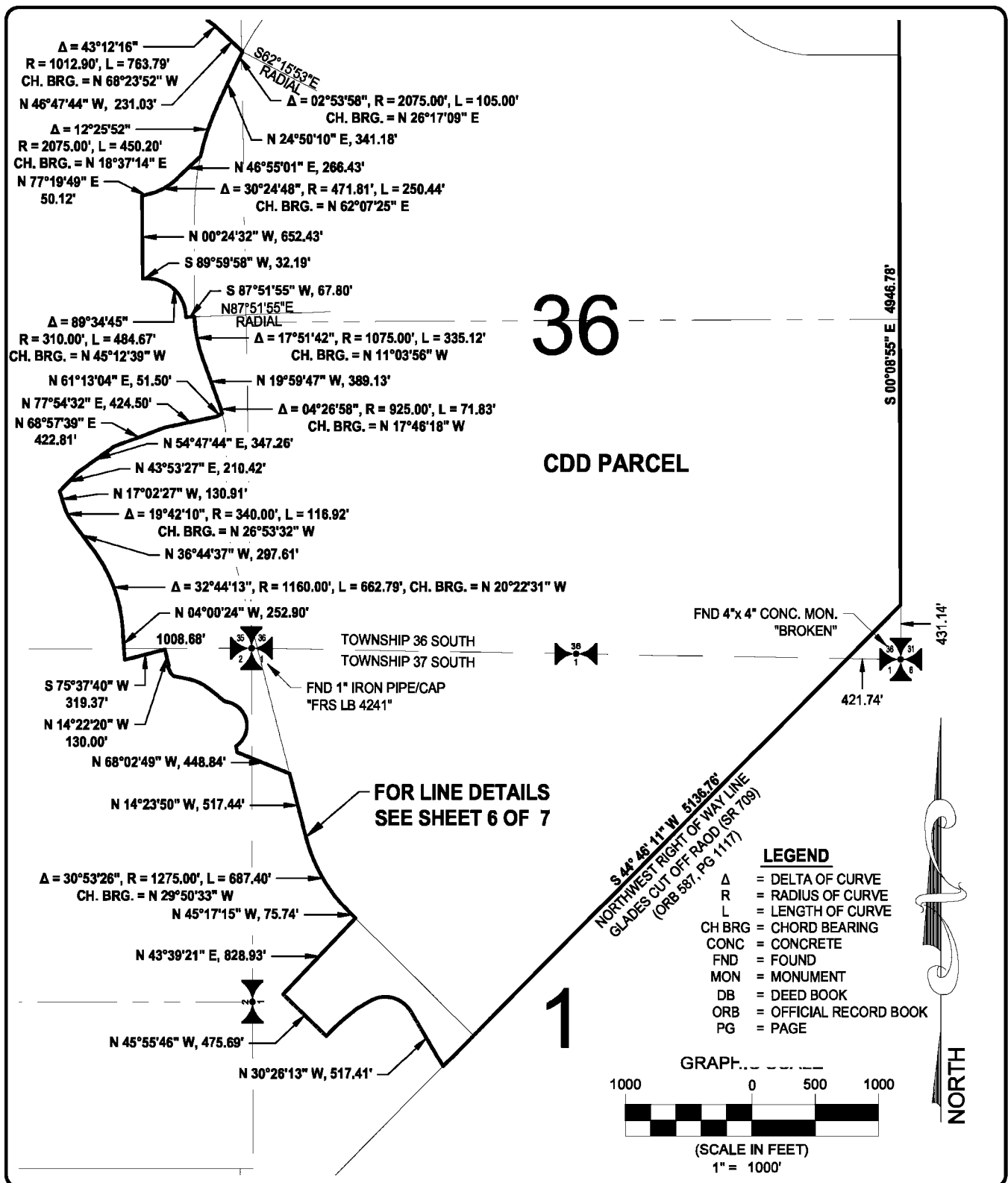
THIS IS NOT A BOUNDARY SURVEY

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN			SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS				
SHEET: 3 OF 7	DATE: 05/23/2022	BY: DATE:	REVISIONS		

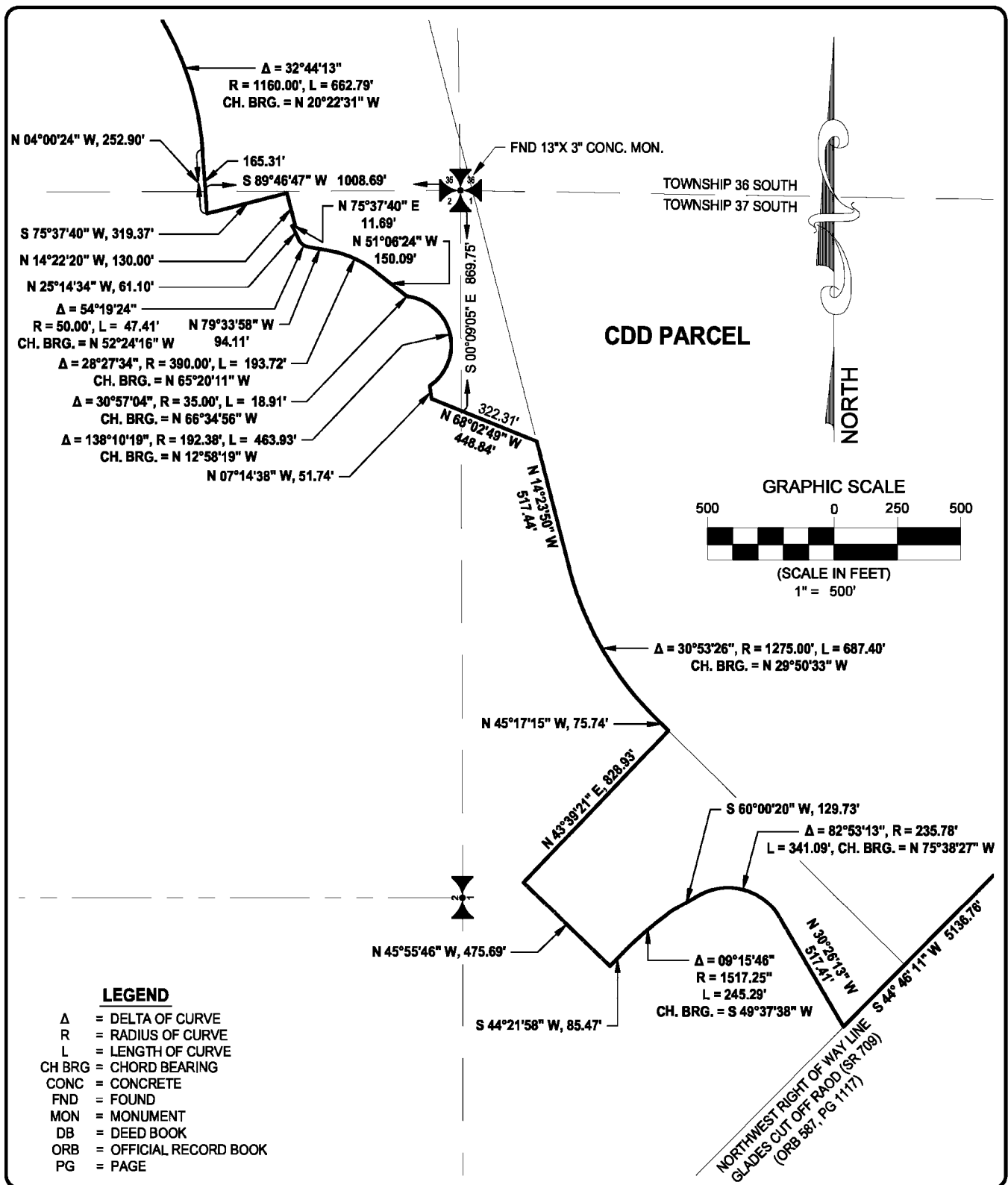


FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN	<table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>													SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	BY: DATE:														
SHEET: 4 OF 7	DATE: 05/23/2022	REVISIONS														





FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN					SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS						
SHEET: 6 OF 7	DATE: 05/23/2022	BY:	DATE:				
				REVISIONS			



FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN			SKETCH AND LEGAL DESCRIPTION OF CDD PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS				
SHEET: 7 OF 7	DATE: 05/23/2022	BY:	DATE:		

TOGETHER WITH: LEGAL DESCRIPTION

BEING PARCEL OF LAND LYING IN SECTIONS 35, 36, TOWNSHIP 36 SOUTH, RANGE 38 EAST, AND SECTIONS 1, 2, AND 3 ,TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 35; THENCE SOUTH 89°33'08" WEST ALONG THE NORTH LINE OF SAID SECTION 35, A DISTANCE OF 846.24 FEET TO THE **POINT OF BEGINNING**; THENCE CONTINUE SOUTH 89°33'08" WEST ALONG SAID NORTH LINE OF SECTION 35, A DISTANCE OF 1438.27 FEET TO A POINT ON THE EAST LINE OF THE WEST HALF (½) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 26; THENCE NORTH 00°26'52" WEST ALONG SAID EAST LINE, 689.50 FEET TO A POINT ON THE NORTH LINE OF THE WEST HALF (½) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHWEST ONE QUARTER (¼) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 26; NORTH ONE QUARTER (¼) CORNER OF SAID SECTION 35; THENCE SOUTH 89°50'34" WEST ALONG SAID NORTH LINE, 328.41 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER (¼) OF SAID SECTION 26; THENCE SOUTH 00°09'26" EAST ALONG SAID EAST LINE, 691.17 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 35; THENCE SOUTH 89°29'41" WEST CONTINUING ALONG SAID NORTH LINE OF SECTION 35, A DISTANCE OF 761.49 FEET; THENCE SOUTH 00°45'57" EAST DEPARTING SAID NORTH LINE OF SECTION 35, A DISTANCE OF 897.42 FEET; THENCE SOUTH 53°23'19" WEST, A DISTANCE OF 76.67 FEET; THENCE SOUTH 67°35'29" WEST, A DISTANCE OF 338.81 FEET; THENCE SOUTH 33°38'19" WEST, A DISTANCE OF 107.30 FEET; THENCE SOUTH 24°07'24" WEST, A DISTANCE OF 363.57 FEET; THENCE SOUTH 01°57'24" WEST, A DISTANCE OF 176.10 FEET; THENCE SOUTH 02°52'07" EAST, A DISTANCE OF 601.78 FEET; THENCE SOUTH 56°12'29" WEST, A DISTANCE OF 99.95 FEET; THENCE SOUTH 80°06'08" WEST, A DISTANCE OF 520.93 FEET; THENCE SOUTH 00°48'40" WEST, A DISTANCE 718.51 FEET; THENCE SOUTH 30°17'48" WEST, A DISTANCE OF 240.01 FEET; THENCE SOUTH 73°20'54" WEST, A DISTANCE OF 344.58 FEET; THENCE NORTH 51°25'39" WEST, A DISTANCE OF 284.84 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00°33'41" EAST ALONG SAID WEST LINE, A DISTANCE OF 1886.39 TO THE SOUTHWEST CORNER OF SAID SECTION 35; THENCE SOUTH 00°08'05" EAST ALONG THE WEST LINE OF NORTHWEST ONE QUARTER (¼) OF SAID SECTION 2, A DISTANCE OF 2773.08 FEET TO THE WEST ONE QUARTER (¼) OF SAID SECTION 2; THENCE SOUTH 00°04'28" EAST ALONG WEST LINE OF THE SOUTHWEST ONE QUARTER (¼) OF SAID SECTION 2, A DISTANCE OF 1319.82 FEET TO A POINT ON THE NORTH LINE OF THE NORTH ONE HALF (½) OF THE SOUTH ONE HALF (½) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 3; THENCE SOUTH 87°59'30" WEST ALONG SAID NORTH LINE, A DISTANCE OF 1326.02 FEET TO A POINT ON THE WEST LINE OF THE NORTH ONE HALF (½) OF THE SOUTH ONE HALF (½) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 3; THENCE SOUTH 00°10'43" WEST ALONG SAID WEST LINE, A DISTANCE OF 664.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTH ONE HALF (½) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 3; THENCE NORTH 87°47'15" EAST ALONG SAID SOUTH LINE, A DISTANCE OF 1329.13 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH ONE HALF (½) OF THE SOUTH ONE HALF (½) OF THE SOUTHWEST ONE QUARTER (¼) OF SAID SECTION 2; THENCE NORTH 89°59'53" EAST ALONG SAID SOUTH LINE, A DISTANCE 2638.16 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST ONE QUARTER (¼) OF SAID SECTION 2; THENCE NORTH 00°08'03" WEST ALONG SAID EAST LINE, A DISTANCE 659.91 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE HALF (½) OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 2; THENCE NORTH 89°59'53" EAST ALONG SAID NORTH LINE, A DISTANCE 2538.01 FEET TO A POINT ON A LINE THAT IS 100.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHEAST ONE QUARTER (¼) OF SAID SECTION 2; THENCE SOUTH 00°10'14" EAST ALONG SAID PARALLEL LINE, A DISTANCE 803.91 FEET TO A POINT ON THE NORTHWESTERLY RIGHT OF WAY LINE OF GLADES CUT OFF ROAD (SR 709), AS RECORDED IN OFFICIAL RECORD BOOK 587, PAGE 1117 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA ; THENCE NORTH 44°46'11" EAST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE 2272.99 FEET; THENCE NORTH 30°26'13" WEST, A DISTANCE OF 517.41 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 235.78 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'13", A DISTANCE OF 341.09 FEET TO A POINT OF TANGENCY;

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN			SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23		
SHEET: 1 OF 7	DATE: 01/28/23	ADDED 5 ACRES SEC 26			
		BY: DATE:	REVISIONS		

LEGAL DESCRIPTION CONTINUED

THENCE SOUTH 60°00'20" WEST, A DISTANCE OF 129.73 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1517.25 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 09°15'46", A DISTANCE OF 245.29 FEET TO A POINT OF TANGENCY; THENCE SOUTH 44°21'58" WEST, A DISTANCE OF 85.47 FEET; THENCE NORTH 45°55'46" WEST, A DISTANCE OF 475.69 FEET; THENCE NORTH 43°39'21" EAST, A DISTANCE 828.93 FEET; THENCE NORTH 45°17'15" WEST, A DISTANCE OF 75.74 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1275.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°53'26", A DISTANCE OF 687.40 FEET TO A POINT OF TANGENCY; THENCE NORTH 14°23'50" WEST, A DISTANCE OF 517.44 FEET; THENCE NORTH 68°02'49" WEST, A DISTANCE OF 448.84 FEET; THENCE NORTH 07°14'38" WEST, A DISTANCE OF 51.74 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 12°58'19" WEST, CONCAVE WESTERLY, HAVING A RADIUS OF 192.38 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 138°10'19", A DISTANCE OF 463.93 FEET TO THE POINT OF REVERSE CURVEVATURE, OF A CURVE CONCAVE TO THE NORTHEASTERLY HAVING A RADIUS OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°57'04", A DISTANCE OF 18.91 FEET TO A POINT OF TANGENCY; THENCE NORTH 51°06'24" WEST, A DISTANCE OF 150.09 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 390.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°27'34", A DISTANCE OF 193.72 FEET TO A POINT OF TANGENCY; THENCE NORTH 79°33'58" WEST, A DISTANCE OF 94.11 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 54°19'24", A DISTANCE OF 47.41 FEET TO A POINT OF TANGENCY; THENCE NORTH 25°14'34" WEST, A DISTANCE OF 61.10 FEET; THENCE NORTH 75°37'40" EAST, A DISTANCE OF 11.69 FEET; THENCE NORTH 14°22'20" WEST, A DISTANCE OF 130.00 FEET; THENCE SOUTH 75°37'40" WEST, A DISTANCE OF 319.37 FEET; THENCE NORTH 04°00'24" WEST, A DISTANCE OF 252.90 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1160.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°44'13", A DISTANCE OF 662.79 FEET TO A POINT OF TANGENCY; THENCE NORTH 36°44'37" WEST, A DISTANCE OF 297.61 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 340.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°42'10", A DISTANCE OF 116.92 FEET TO A POINT OF TANGENCY; THENCE NORTH 17°02'27" WEST, A DISTANCE OF 130.91 FEET; THENCE NORTH 43°53'27" EAST, A DISTANCE OF 210.42 FEET; THENCE NORTH 54°47'44" EAST, A DISTANCE OF 347.26 FEET; THENCE NORTH 68°57'39" EAST, A DISTANCE OF 422.81 FEET; THENCE NORTH 77°54'32" EAST, 424.50 FEET; THENCE NORTH 61°13'04" EAST, A DISTANCE OF 51.50 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 17°46'18" WEST, CONCAVE WESTERLY, HAVING A RADIUS OF 925.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°26'58", A DISTANCE OF 71.83 FEET TO THE POINT OF TANGENCY; THENCE NORTH 19°59'47" WEST, A DISTANCE OF 389.13 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1075.00 FEET; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 17°51'42", A DISTANCE OF 335.12 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 87°51'55" WEST, A DISTANCE OF 67.80 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 45°12'39" WEST, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 310.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°34'45", A DISTANCE OF 484.67 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 89°59'58" WEST, A DISTANCE OF 32.19 FEET; THENCE NORTH 00°24'32" WEST, A DISTANCE OF 652.43 FEET; THENCE NORTH 77°19'49" EAST, A DISTANCE OF 50.12 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 471.81 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°24'48", A DISTANCE OF 250.44 FEET TO THE POINT OF TANGENCY; THENCE NORTH 46°55'01" EAST, A DISTANCE OF 266.43 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, HAVING A CHORD BEARING OF NORTH 18°37'14" WEST, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'52", A DISTANCE OF 450.20 FEET TO THE POINT OF TANGENCY;

FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN			SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23		
SHEET: 2 OF 7	DATE: 01/28/23	BY:	DATE:		
		ADDED 5 ACRES SEC 26		REVISIONS	

LEGAL DESCRIPTION CONTINUED

THENCE NORTH 24°50'10" EAST, A DISTANCE OF 341.18 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 2075.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°53'58", A DISTANCE OF 105.00 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 46°47'44" WEST, A DISTANCE OF 231.03 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1012.90 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°12'16", A DISTANCE OF 763.79 FEET TO THE POINT OF TANGENCY AND THE **POINT OF BEGINNING**.

CONTAINING 46193982.38 SQUARE FEET (1060.468 ACRES)± MORE OR LESS.

SURVEYOR'S NOTES

1. THE BEARING SHOWN HEREON REFER TO A NORTH LINE OF SECTION 35, TOWNSHIP 36 SOUTH, RANGE 38 EAST, BEING SOUTH 89°33'08" WEST, STATE PLANE COORDINATE SYSTEM 1983 DATUM WITH 2011 ADJUSTMENT FOR FLORIDA EAST ZONE, ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS IS NOT A BOUNDARY SURVEY
3. THIS DESCRIPTION IS NOT VALID UNLESS ACCOMPANIED BY THE SKETCH ON SHEETS 4 THRU 7.
4. BEARINGS AND DISTANCES SHOWN HEREON ARE GRID, NORTH AMERICAN DATUM OF 1983 / 2011 ADJUSTMENT (NAVD 83/11) , FLORIDA EAST ZONE, LINEAR UNITS ARE U.S. SURVEY FEET.

LAND SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THE SKETCH SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE ACCOMPANYING DESCRIPTION AND COMPLIES WITH THE TECHNICAL STANDARDS SET FORTH IN CHAPTER 5J-17, F.A.C. BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO SECTION 472.027, FLORIDA STATUTES. NOT VALID UNLESS SEALED WITH SURVEYOR'S EMBOSSED SEAL AND SIGNATURE.

F.R.S. AND ASSOCIATES, INC.

BY: _____

GARY P. WILLIAMS, P.S.M.
FLORIDA CERTIFICATION No. 4817
FOR THE FIRM

THIS IS NOT A BOUNDARY SURVEY

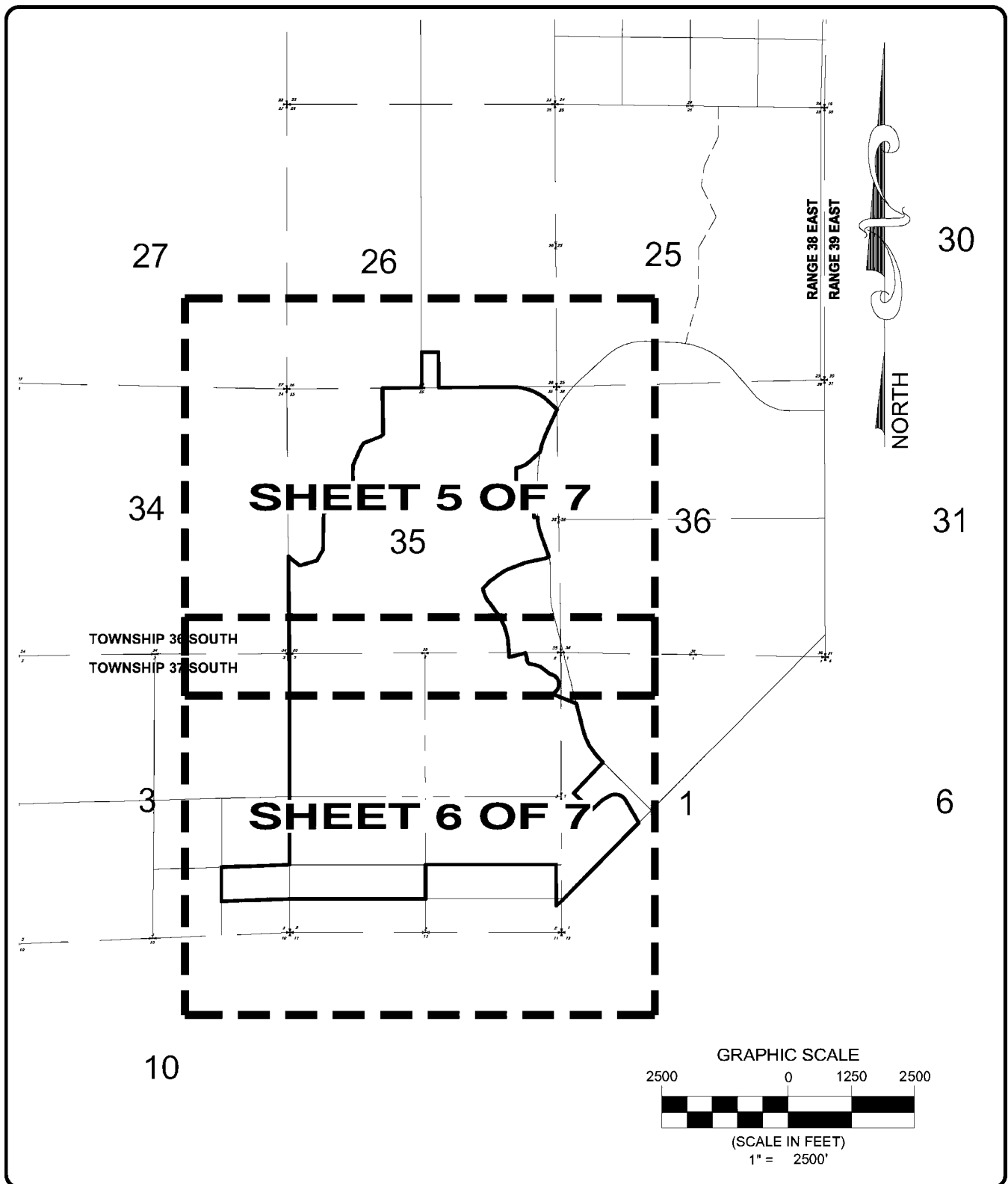
FIELD BK/PG N/A
JOB NUMBER A 15-015.F
SHEET: 3 OF 7

DRAWN BY: T. C. MULLIN
APPROVED BY: G. P. WILLIAMS
DATE: 01/28/23

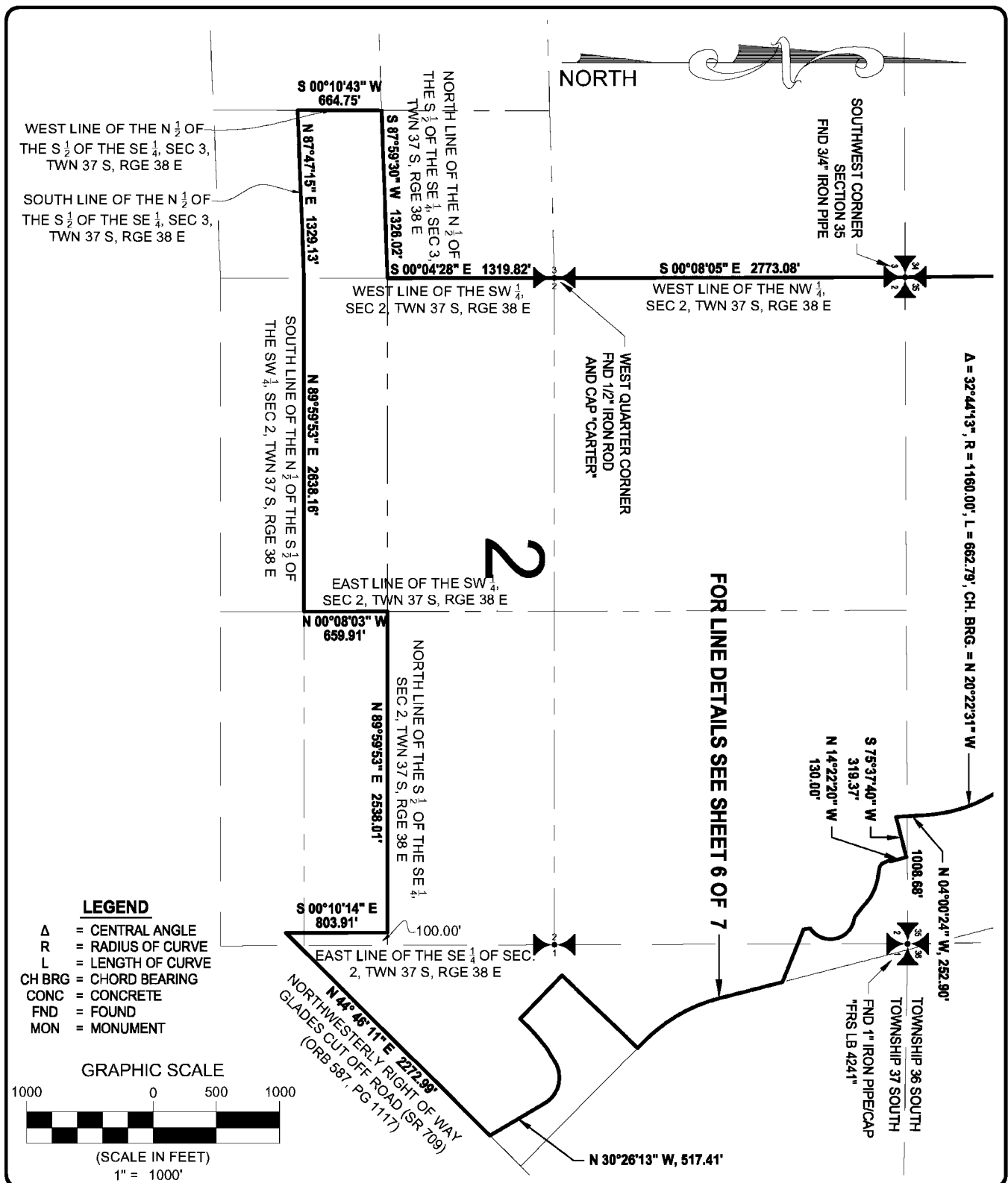
gpw	12/6/23	ADDED 5 ACRES SEC 26					
BY:	DATE:	REVISIONS					

SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC
--

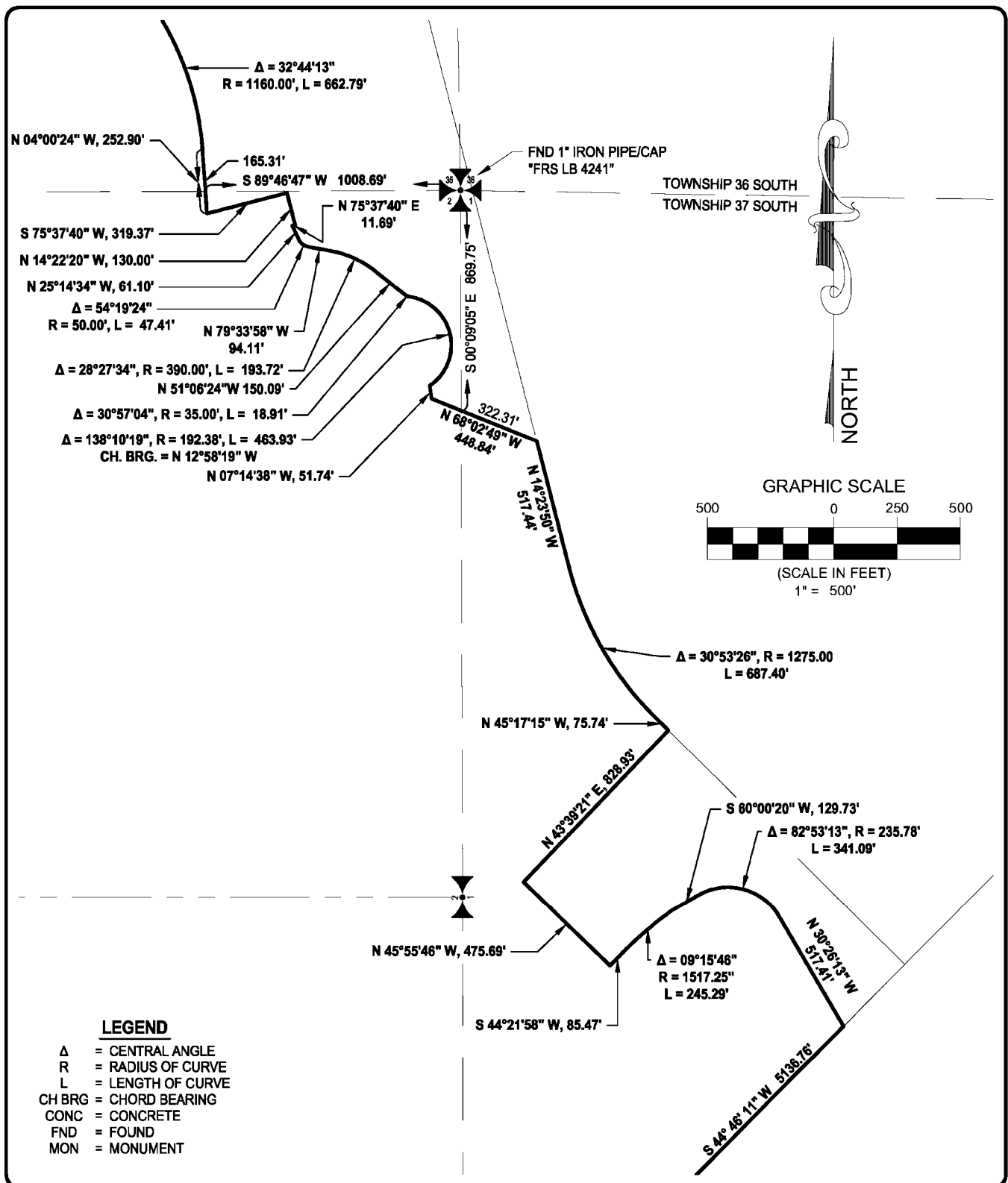
	F.R.S. & ASSOCIATES, INC.
	LAND SURVEYORS AND LAND PLANNERS
	CERTIFICATE OF AUTHORIZATION NO. LB 4241
	2257 VISTA PARKWAY, SUITE 4
	WEST PALM BEACH, FLORIDA 33411
	PHONE (561) 478-7178 FAX (561) 478-7922



FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN					SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC	 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26			
SHEET: 4 OF 7	DATE: 01/28/23	BY:	DATE:	REVISIONS			



FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN				
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS				
SHEET: 6 OF 7	DATE: 01/28/23	BY: DATE: gpw 12/6/23	ADDED 5 ACRES SEC 26	REVISIONS	
			SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC		
			 F.R.S. & ASSOCIATES, INC. LAND SURVEYORS AND LAND PLANNERS CERTIFICATE OF AUTHORIZATION NO. LB 4241 2257 VISTA PARKWAY, SUITE 4 WEST PALM BEACH, FLORIDA 33411 PHONE (561) 478-7178 FAX (561) 478-7922		



FIELD BK/PG N/A	DRAWN BY: T. C. MULLIN				
JOB NUMBER A 15-015.F	APPROVED BY: G. P. WILLIAMS	gpw	12/6/23	ADDED 5 ACRES SEC 26	
SHEET: 7 OF 7	DATE: 01/28/23	BY:	DATE:	REVISIONS	

SKETCH AND LEGAL DESCRIPTION OF REMAINDER PARCEL FOR OAK RIDGE RANCHES, LLC

FRS & ASSOCIATES, INC.
LAND SURVEYORS AND LAND PLANNERS
CERTIFICATE OF AUTHORIZATION NO. LB 4241
2257 VISTA PARKWAY, SUITE 4
WEST PALM BEACH, FLORIDA 33411
PHONE (561) 478-7178 FAX (561) 478-7922

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

17B

RESTATED IMPACT FEE CREDIT COLLECTION AGREEMENT¹

THIS RESTATED IMPACT FEE CREDIT COLLECTION AGREEMENT ("**Agreement**") is made and entered into, by and between:

OAK RIDGE RANCHES LLC, a Florida limited liability company, with an address of 14025 Riveredge Drive, #175, Tampa, Florida 33637 ("**Developer**"), and

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

RECITALS

WHEREAS, the District was established Ordinance No. 22-030 adopted by the Board of County Commissioners for St. Lucie County, Florida, as amended by Ordinance 24-015 of the Board of County Commissioners of St. Lucie County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the developer of lands within the boundaries of the District; and

WHEREAS, the District presently intends to fund the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the "**Project**," and as detailed in the District's *Master Engineer's Report*, which is dated March 14, 2024 (as may be amended and/or supplemented from time to time, "**Engineer's Report**"), and attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds ("**Bonds**"), and the levy of debt service assessments to secure the Bonds; and

WHEREAS, pursuant to that certain *Proportionate Share and Impact Fee Credit Agreement*, dated October 12, 2023, certain of the improvements ("**Creditable Improvements**") included within the Project may be eligible for "**Impact Fee Credits**" from the County; and

WHEREAS, the District and the County previously entered into that certain *Interlocal Agreement regarding Impact Fee Credits*, as recorded at Book 5125 Pages 519 – 526, of the Official Records of St. Lucie County on March 26, 2024 ("**Interlocal Agreement**"), whereby the District agreed to follow certain procedures regarding the Impact Fee Credits; and

¹ This version of the Agreement supersedes and replaces any prior versions.

WHEREAS, the Developer and the District now desire to enter into this Agreement in order to appoint the Developer as the administrator of any Impact Fee Credits, and to ensure that the District receives the proceeds of the credits and is able to use those monies in a manner consistent with the Interlocal Agreement;

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

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

2. ADMINISTRATION OF IMPACT FEE CREDITS. In connection with the District's funding of any Creditable Improvements, the Developer agrees to: (i) serve, at no cost to the District, as the District's administrator with respect to the distribution of any Impact Fee Credits, which will be available from the County due to the District's funding of the Creditable Improvements for the Project; (ii) collect cash payments ("**Credit Payments**") from third-party pod developers and/or builders of the planned residential units (together, "**Builders**"), in exchange for providing to such Builders a corresponding amount of Impact Fee Credits; and (iii) remit all Credit Payments to the District for deposit into the District's applicable acquisition and construction account for the applicable Bonds. In order to accomplish the foregoing, the Developer shall be entitled to file applications or other appropriate documentation from time to time with the County to obtain Impact Fee Credits associated with the Creditable Improvements, without any further action of the District. Further, the Developer shall maintain, and provide to the District upon request, an accounting of the Credit Payments collected, including the amount payable, date of payment, Builder information, and all other pertinent information. In the event that the Developer fails to collect Credit Payments from Builders in the total amount of available Impact Fee Credits, the Developer shall make a cash payment to the District in the amount of the shortfall.

3. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

4. ATTORNEYS' FEES AND COSTS. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

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

7. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

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

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

10. ASSIGNMENT. The District and the Developer may only assign this Agreement or any monies to become due hereunder with the prior written approval of the other.

11. 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 the County in which the District is located.

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

13. 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.

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

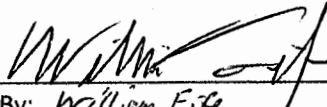
15. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Restated Impact Fee Credit Collection Agreement* to be effective as of the 30 day of May, 2024.

**SOLAERIS COMMUNITY
DEVELOPMENT DISTRICT**


By: William Fife
Its: Chairperson

OAK RIDGE RANCHES LLC

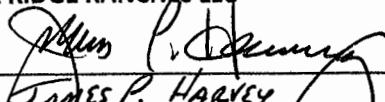

By: JAMES P. HARVEY
Its: AUTHORIZED SIGNATORY

Exhibit A: *Master Engineer's Report*, dated March 14, 2024

MASTER ENGINEER'S REPORT

PREPARED FOR:

**BOARD OF SUPERVISORS
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

ENGINEER:

**BRANDON ULMER, PE
THOMAS ENGINEERING GROUP LLC
840 SE Osceola Street
Stuart, FL 34994**

March 14, 2024

EXHIBIT A

**SOLAERIS COMMUNITY DEVELOPMENT DISTRICT
MASTER ENGINEER'S REPORT**

1. INTRODUCTION

The purpose of this report is to provide a description of the capital improvement plan ("CIP"), and estimated costs of the CIP, for the Solaeris Community Development District ("District").

2. GENERAL SITE DESCRIPTION

The District is located entirely within St. Lucie County, Florida, and covers approximately 2,174.320 acres of land, more or less. The site is generally located south of the C-24 Canal and northwest of Glades Cut Off Road. The District is presently in the process of amending its boundaries to include an additional, approximately 1,060.468 acres of land ("Boundary Amendment Parcel"), for a total of approximately 3,234.788 acres of land within the District. This report assumes that the boundary amendment will be completed.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The District was created to provide "master" improvements necessary to complete the Solaeris Community – specifically a 2.71-mile master spine road complete with stormwater, utility and hardscape/landscape improvements, as well as roadway and utility improvements to certain offsite roads. As such, the CIP includes all such master improvements described herein. A diagram showing the overall project is shown in **Exhibit A**.

The CIP also includes "neighborhood" improvements for individual development pods. The neighborhood improvements may be provided by separate community development districts, which are anticipated to be established within the boundaries of the District. Alternatively, and at the request of individual landowners, the District itself may elect to undertake the financing, construction, acquisition, operation, maintenance, repair and replacement of neighborhood improvements. For this reason, neighborhood improvements are also included within the CIP.

The following chart shows the planned product types for the District:

Product Type	Existing District	Boundary Amendment Parcel	TOTAL Units
Residential Lots (including SF, TH, and MF)	3,450 SF 630 TH 550MF	2,400 SF N/A TH N/A MF	7,030
Commercial Acreage	TBD	N/A	TBD

The public infrastructure for the project is as follows:

Internal Spine Road

The CIP includes a 2.71-mile spine road, including the roadway asphalt, base, and subgrade, roadway curb and gutter, striping and signage. Additionally, the District will construct and/or

acquire stormwater, utilities, hardscape, landscape, irrigation and other improvements associated with the spine road. The spine road will be built in accordance with County standards and will be owned and maintained by the District. Utilities within the right-of-way will be turned over to the County for ownership and operation.

Stormwater Management System:

The CIP also includes certain master stormwater improvements. The stormwater collection and outfall system will be comprised of a combination of open lakes, pipes and structures designed to treat and attenuate stormwater runoff from District lands. The stormwater system will be designed consistent with the criteria established by the applicable Water Management District and the County for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system.

NOTE: No private earthwork is included in the CIP. Accordingly, the District will not fund any costs of mass grading of lots, or the costs of transporting any fill to private lots.

Off-Site Improvements

Offsite improvements include roadway and utilities improvements in connection with Rangeline Road, Crosstown Parkway and Glades Cut Off Road. All such costs include the roadways and utilities infrastructure, as well as any traffic signals, hardscaping/landscaping/irrigation, lighting and professional services associated with the roadways and utilities.

Utility Connection Fees

The District also anticipates financing utility connection fees and impact fees necessary for the development of lands within the District. Any resulting credits, if any, from the payment of connection fees and/or impact fees, and/or funding any of the offsite roadway improvements, will be the subject of a separate agreement between the applicable developer and the District.

Neighborhood Improvements

In addition to the master improvements identified herein, the CIP also includes neighborhood improvements that are necessary for the development of individual pods. Such improvements may include roadways, stormwater and on-site conservation systems, water/wastewater/reclaim utilities, hardscape/landscape/irrigation improvements, undergrounding of conduit and soft costs.

Professional Services

The CIP also includes various professional services. These include: (i) engineering, surveying and architectural fees, (ii) permitting and plan review costs, and (iii) development/construction management services fees that are required for the design, permitting, construction, and maintenance acceptance of the public improvements and community facilities.

NOTE: While the District may initially finance impact fee creditable offsite roadway and utilities improvements, the District will enter into an agreement with the developer whereby the District will

receive the proceeds from any impact fee credits and use the credits to buy non-impact fee creditable improvements.

4. PERMITTING/CONSTRUCTION COMMENCEMENT

All necessary permits for the construction of the CIP have either been obtained or are currently under review by respective governmental authorities, and include the following:

Project	St Lucie County	FDEP NOI	SFWMD	County Water & Sewer
Master PUD Conceptual	POD 2023-201	N/A	App#221031-36441	In Planning
Internal Spine Road	In Planning	Contractor to Obtain	In Planning	In Planning
Crosstown Road (4-lane expansion)	P22-020 & 169	Contractor to Obtain	220314-33546	City 5000-27
Rangeline Road (4-lane expansion from Crosstown to Glades)	In Planning			
Glades/Rangeline Intersection (signalized intersection)	In Planning			
Rangeline Road (2-lane expansion, north of Glades intersection)	In Planning			
Internal Spine Road Phase 1 (4-lane road to Pod 3)	In Planning			
Internal Spine Road Phase 2 (4-lane from Pod 4, southwest to Glades Road)	In Planning			
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)	In Planning			
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)	In Planning			
Assessment Area One Neighborhood Improvements				
Assessment Area Two Neighborhood Improvements				

5. OPINION OF PROBABLE CONSTRUCTION COSTS / O&M RESPONSIBILITIES

The table set forth in **Exhibit B** shows the Cost Estimate for the CIP. It is our professional opinion that the costs set forth in **Exhibit A** are reasonable and consistent with market pricing. Water and Sewer Impact Fees are included in **Exhibit A**.

6. CONCLUSIONS

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost to the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;
- All of the improvements comprising the CIP are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes;
- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and
- the lands within the District (and the Boundary Amendment Parcel, when amended into the CDD) will receive a special and peculiar benefit from the CIP in the amount of at least the applicable portions of the costs of the CIP (as set forth in the tables herein) because, without the CIP, these lands could not be developed into residential, mixed use and other uses.

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

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

Brandon Ulmer

Digitally signed by Brandon Ulmer
DN: c=US, o=thomas engineering group llc,
dnQualifier=A01410D0000018838698B6300019889, cn=Brandon
Ulmer
Date: 2024.03.06 17:10:01 -05'00'

Brandon Ulmer, P.E.
FL License No. 68345

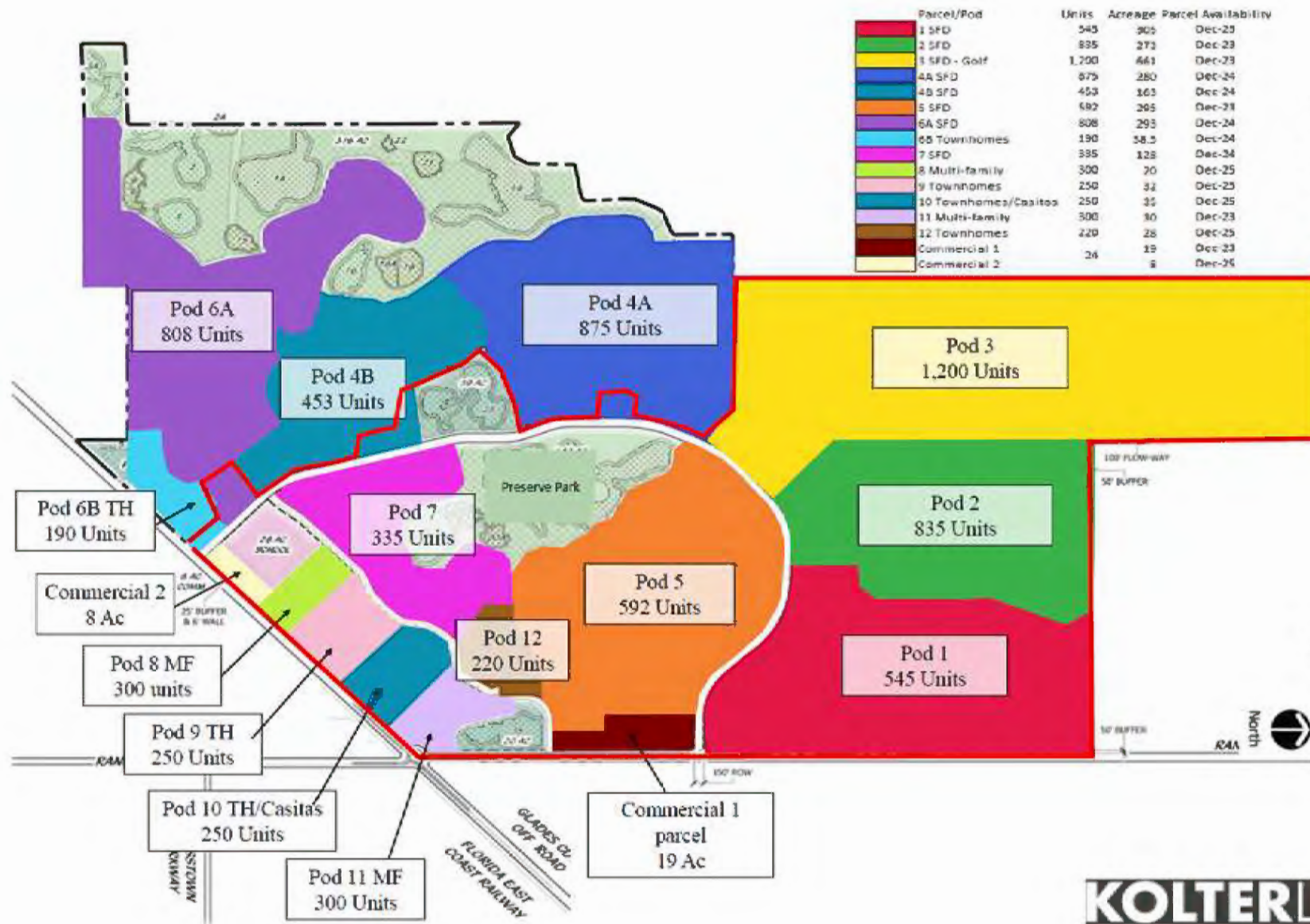


Exhibit A: Overall Development Plan (includes CDD and future lands)

KOLTER

Exhibit B – Solaeris Cost Estimate

ESTIMATED COST OF MASTER IMPROVEMENTS					
Internal Spine Road (cost per mile) NOTE: No Impact fee credits available.		Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Traffic Maintenance, Clearing, Mobilization, Stormwater Pollution Prevention	per mile	\$1,153,812	\$598,088	\$1,751,900	CDD
Cut/Fill	per mile	\$790,327	\$409,673	\$1,200,000	CDD
Stormwater Management System	per mile	\$1,310,626	\$679,374	\$1,990,000	CDD
Pavement	per mile	\$1,094,297	\$567,238	\$1,661,535	CDD/County
Water & Wastewater System	per mile	\$652,020	\$337,980	\$990,000	County
Undergrounding of Conduit	per mile	\$65,861	\$34,139	\$100,000	CDD
Hardscaping, Landscape, Irrigation	per mile	\$658,606	\$341,394	\$1,000,000	CDD
Professional Services	per mile	\$98,791	\$51,209	\$150,000	CDD
Contingency	per mile	\$582,434	\$301,910	\$884,344	As above
TOTAL/Mile	per mile	\$6,406,773	\$3,321,006	\$9,727,779	
TOTAL INTERNAL SPINE ROAD (2.71 MILES)	2.71 MILES	\$17,362,356	\$8,999,925	\$26,362,281	
Land Acquisition ROW/Buffer 82Ac x \$75K/ac	82 acres	\$4,099,822	\$2,125,178	\$6,225,000(d)	CDD
TOTAL INTERNAL SPINE ROAD	2.71 MILES	\$21,462,178	\$11,125,103	\$32,587,281	
Master Stormwater Improvements NOTE: No impact fee credits available.		Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Stormwater Management System (Outfall Ditches)	Per Mile	\$82,326	\$42,674	\$125,000	CDD
TOTAL STORMWATER SITE IMPROVEMENTS 3.91 mile	Per Mile	\$321,894	\$166,856	\$488,750	CDD
Land Acquisition 47 ac x 75K/acre Outfall Ditches	47 acres	\$2,321,586	\$1,203,414	\$3,525,000(d)	CDD
Land Acquisition Wetlands WA10,14,19,25 See attached exhibit (140.27 Wetland/302.06 Upland) 4K/ac Wetland – 75K/ac Upland		\$15,289,920	\$7,925,660	\$23,215,580(d)	CDD
TOTAL STORMWATER SITE IMPROVEMENTS		\$17,933,399	\$9,295,931	\$27,229,330	
Offsite Roadway Improvements NOTE: All Offsite Roadway Improvements are eligible for Impact fee credits.		Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Crosstown Parkway (4 Lane Expansion)		\$7,244,666	\$3,755,334	11,000,000	City
Rangeline Road (4-lane expansion from Crosstown to Glades)		\$5,598,151	\$2,901,849	8,500,000	County
Glades/Rangeline Intersection (signalized intersection)		\$2,963,727	\$1,536,273	4,500,000	County
Rangeline Road (2-lane expansion, north of Glades intersection)		\$4,873,684	\$2,526,316	7,400,000	County
Glades Road Improvement (from Glades/Rangeline Intersection SW to property line, 4-lane expansion)		\$6,388,478	\$3,311,522	9,700,000	County
Glades Rd Improvement - (from Glades/Rangeline Intersection NE towards I-95, 4-lane expansion)		\$9,549,787	\$4,950,213	14,500,000	County
Contingency 10%		\$3,661,849	\$1,898,151	\$5,560,000	As above
TOTAL COSTS OF OFFSITE IMPROVEMENTS (Impact Fee Creditable Amount = \$61,160,000)		\$40,280,341	\$20,879,659	\$61,160,000	As above

Impact Fees / Utility Connection Fees		Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Impact Fees / Utility Connection Fees (500 units)		\$2,545,926	\$1,319,703	\$3,865,629	n/a
ESTIMATED COST OF NEIGHBORHOOD IMPROVEMENTS					
Neighborhood Improvements	Per Unit Amount	Existing District	Boundary Amendment Parcel	TOTAL COSTS	Ownership & Maintenance
Neighborhood Roadways, Stormwater, Conservation, Water/ Wastewater/ Reclaim Utilities, Hardscape/ Landscape/ Irrigation, Undergrounding of Conduit & Soft Costs	\$50,000	\$231,500,000	\$120,000,000	\$351,500,000	CDD
TOTAL MASTER COST		\$82,221,845	\$42,620,395	\$124,842,240	
TOTAL MASTER WITH NEIGHBORHOOD		\$313,721,845	\$162,620,395	\$476,342,240	

- The probable costs estimated herein do not include anticipated carrying cost, interest reserves or other anticipated CDD expenditures that may be incurred.
- The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner's or homeowner's association, in which case such items would not be part of the CIP.
- The District may enter into an agreement with a third-party, or an applicable property owner's or homeowner's association, to maintain any District-owned improvements.
- The District will pay the lesser of the developer's cost basis in the property or the appraised value of such property.
- Cost estimates include costs for improvements necessary for existing District and boundary amendment parcels.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

17C

July 22, 2024

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

Re: Letter Agreement for Acquisition of Crosstown Parkway Offsite Improvements

Dear District Manager,

Pursuant to that certain *Acquisition Agreement* dated March 14, 2024 ("**Acquisition Agreement**"), by and between the Solaeris Community Development District ("**District**") and Oak Ridge Ranches, 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. 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 list and/or other open items necessary to complete the Improvements are completed and to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the 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 provide any maintenance bonds or other forms of security required by the City for turnover of the roadway improvements (which comprise a portion of the Improvements) to the City.

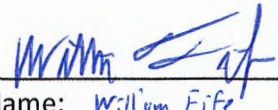
If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:

Sincerely,

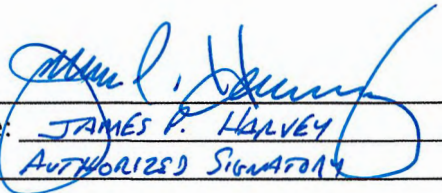
**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

**OAK RIDGE RANCHES, LLC, a Florida limited
liability company**



Name: William Fife

Title: Chair



Name: JAMES P. HARVEY

Title: AUTHORIZED SIGNATORY

EXHIBIT A

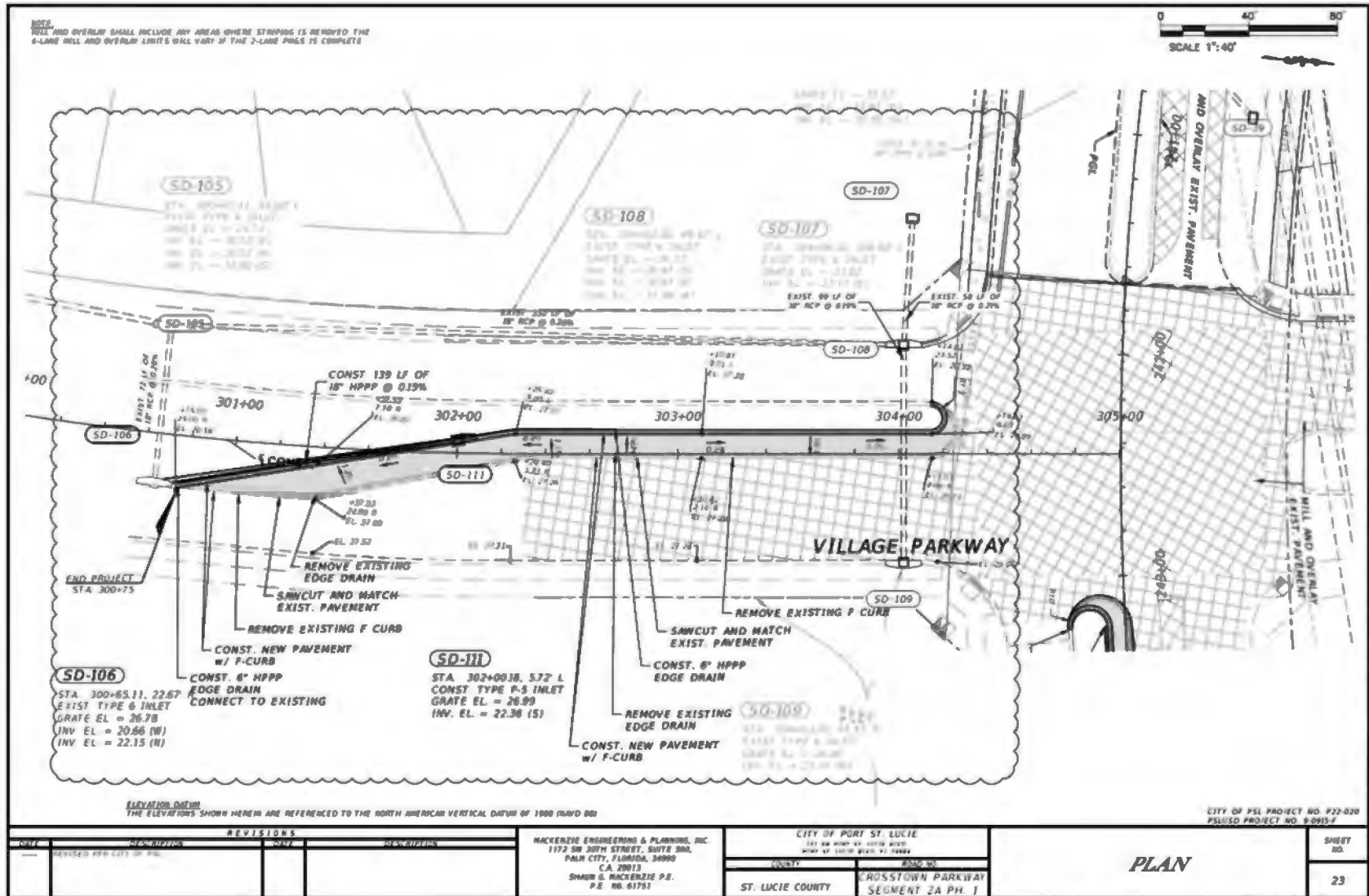
Description of Crosstown Parkway Offsite Improvements

Offsite Roadway Improvements - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements – within or upon rights-of-way designated as Crosstown Parkway and further described in the map attached hereto.

COST OF IMPROVEMENTS			
Description	Total Contract Amount	Paid to Date	Balance & Retainage
Offsite Roadway Improvements	\$203,335.25	\$203,335.25	\$0

[CONTINUED ON FOLLOWING PAGE]

LOCATION OF CROSTOWN PARKWAY OFFSITE IMPROVEMENTS OFFSITE IMPROVEMENTS IDENTIFIED IN CROSTOWN PARKWAY SEG. 2A PHASE 4 CONTRACT



**CORPORATE DECLARATION AND AGREEMENT
[CROSTOWN PARKWAY OFFSITE IMPROVEMENTS]**

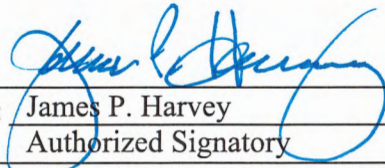
I, James P. Harvey, as Authorized Signatory of Oak Ridge Ranches, LLC, a Florida limited liability company ("**Developer**"), do hereby state as follows:

1. I have personal knowledge of the matters set forth in this Declaration.
2. My name is James P. Harvey, and I am Authorized Signatory of the Developer. I have authority to make this Declaration on behalf of Developer.
3. Developer is the developer of certain lands within the Solaeris 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 (Restated)*, dated March 13, 2023, as supplemented by the *First Supplemental Engineer's Report*, dated April 16, 2024 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
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 and work product.
6. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
7. 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 17th day of July, 2024.

OAK RIDGE RANCHES, LLC, a Florida limited liability company

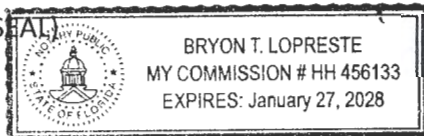

Name: James P. Harvey
Title: Authorized Signatory

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of July, 2024, by James P. Harvey as Authorized Signatory of Oak Ridge Ranches LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Bryon T. LoPreste
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

Exhibit A – Description of Crosstown Parkway Offsite Improvements

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[CROSSTOWN PARKWAY OFFSITE IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE (“Release”) is made the 31 day of July, 2024, by **MJC Land Development, LLC**, having a mailing address of 1127 Royal Park Beach Blvd, #340, Royal Palm Beach, Florida 33411 (“**Contractor**”), in favor of the **Solaeris Community Development District (“District”)**, which is a local unit of special-purpose government situated in St. Lucie County, Florida, and having offices at Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

WHEREAS, pursuant to that certain *Contractor Agreement*, dated January 18, 2024, and between Contractor and Oak Ridge Ranches, LLC, a Florida 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 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.** 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.

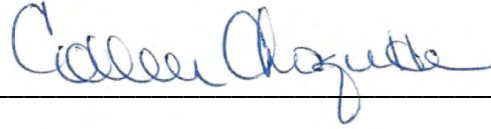
Notwithstanding anything to the contrary herein, Contractor is owed approximately the amount identified as balance to finish and/or retainage as noted in **Exhibit A** under the Contract and understands that such amounts shall be paid by Developer. The effectiveness of this Release is contingent upon such payment being timely made.

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

[SIGNATURE PAGE TO FOLLOW]

[SIGNATURE PAGE FOR CONTRACTOR ACKNOWLEDGMENT AND RELEASE]

MJC LAND DEVELOPMENT LLC



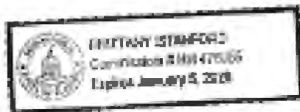
By: _____

Its: _____

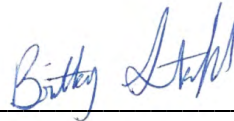
STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____ as _____ of MJC LAND DEVELOPMENT LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)



NOTARY PUBLIC, STATE OF _____

Name: _____

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

DISTRICT ENGINEER'S CERTIFICATE
[CROSSTOWN PARKWAY OFFSITE IMPROVEMENTS]

JULY 22, 2024

Board of Supervisors
Solaeris Community Development District

Re: Acquisition of Crosstown Parkway Offsite Improvements

Ladies and Gentlemen:

The undersigned is a representative of Thomas Engineering Group, LLC ("**District Engineer**"), as District Engineer for the Solaeris Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Oak Ridge Ranches, LLC, ("**Developer**") as to certain public "**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 March 13, 2023, as supplemented by the *First Supplemental Engineer's Report*, dated April 16, 2024 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. 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. Based on the foregoing, it is appropriate at this time for the District to acquire the Improvements.

THOMAS ENGINEERING GROUP, LLC

Brandon Ulmer

Digitally signed by Brandon Ulmer
DN: cn=US, o=thomas engineering group llc,
c=Qualifier=A014100000001833699896360019889, cn=Brandon Ulmer
Date:2024.07.22 13:01:22 -0400

Brandon Ulmer, P.E.

Florida Registration No. 68345

District Engineer

BILL OF SALE AND LIMITED ASSIGNMENT
[CROSSTOWN PARKWAY OFFSITE IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the ____ day of July 17, 2024, by and between **OAK RIDGE RANCHES, LLC**, a Florida limited liability company, with an address of 105 NE 1st Street, Delray Beach, Florida 33444 ("**Grantor**"), and for good and valuable consideration, to it paid by the **SOLAERIS 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.)

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 property (together, "**Property**") described in **Exhibit A** and 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. Without waiving any of the rights against third parties granted under Section 1(b), 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.

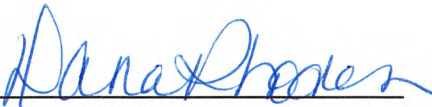
[CONTINUED ON FOLLOWING PAGE]

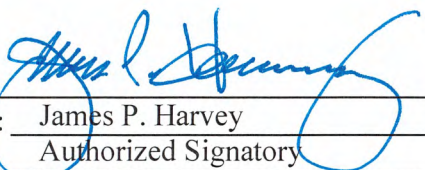
WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

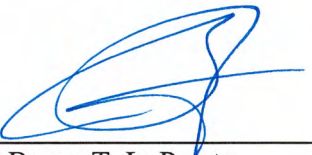
Signed, sealed and delivered by:

WITNESSES

OAK RIDGE RANCHES, LLC, a Florida limited liability company

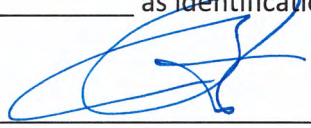
By: 
Name: Dana Rhodes


Name: James P. Harvey
Title: Authorized Signatory

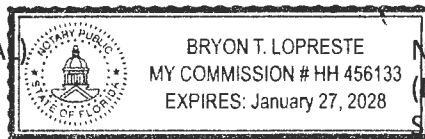
By: 
Name: Bryon T. LoPreste

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 17th day of July, 2024, by James P. Harvey as Authorized Signatory of Oak Ridge Ranches LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

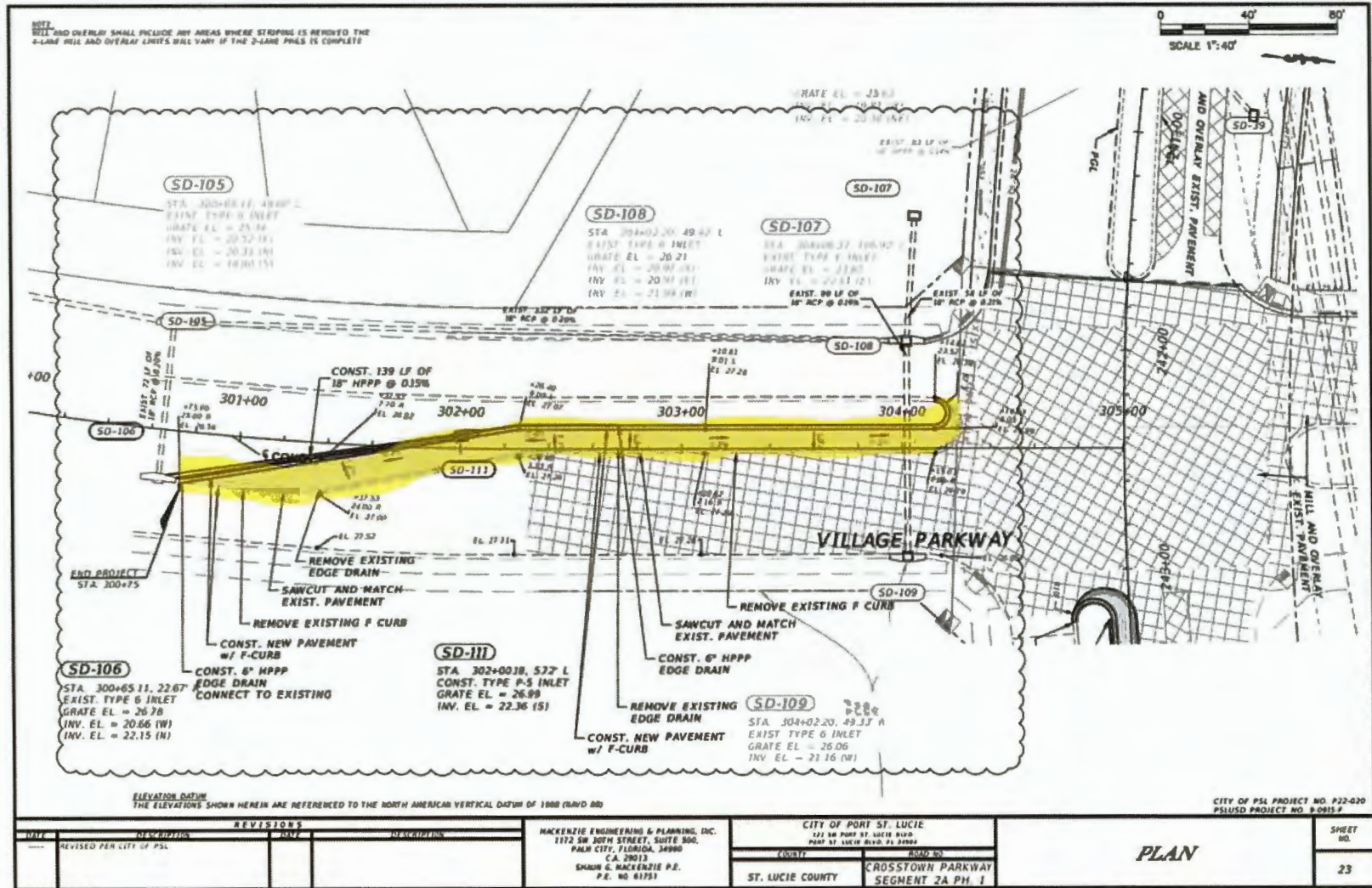

NOTARY PUBLIC, STATE OF FLORIDA

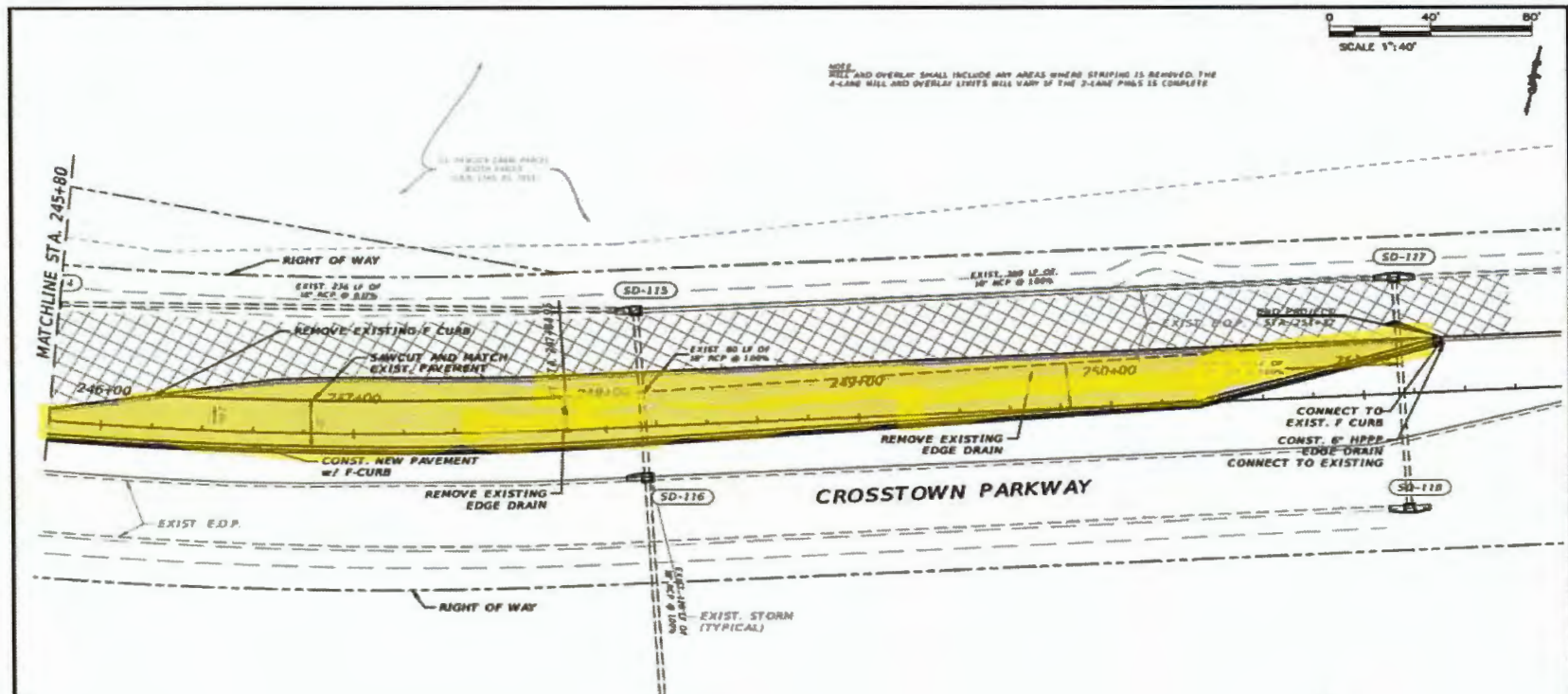
(NOTARY SEAL)



Name: Bryon T. LoPreste
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

LOCATION OF CYPRESS PARKWAY IMPROVEMENTS





ELEVATION DATUM

THE ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

REVISIONS				MACKENZIE ENGINEERING & PLANNING, INC. 1172 SW 30TH STREET, SUITE 500, PALM CITY, FLORIDA, 34990 C.A. 29013 SHAWN G. MACKENZIE P.E. P.E. NO. 61751
DATE	DESCRIPTION	DATE	DESCRIPTION	
---	REVISED PER CITY OF PSL			

BILL OF SALE

[CROSSTOWN PARKWAY OFFSITE IMPROVEMENTS]

KNOW ALL MEN BY THESE PRESENTS, that **SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereinafter referred to as SELLER), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, from **THE CITY OF PORT ST. LUCIE, FLORIDA**, a political subdivision of the State of Florida, whose address 121 S.W. Port St. Lucie Blvd, Port St. Lucie, Florida 34984 (hereinafter referred to as CITY) has granted, bargained, sold, transferred, conveyed and delivered to the CITY, its executors, administrators, successors and assigns forever, the following:

See the attached EXHIBIT A.

All on the property situate, lying and being in the County of St. Lucie, State of Florida.

TO HAVE AND TO HOLD the same unto the CITY, its executors, administrators, successors and assigns forever. The CITY shall have all rights and title to the above-described personal property.

AND the SELLER hereby covenants to and with the CITY and assigns that SELLER is the lawful owner of the said personal property; that said personal property is free from all liens and encumbrances; that SELLER has good right and lawful authority to sell said personal property; and that SELLER fully warrants title to said personal property and shall defend the same against the lawful claims and demands of all persons claiming by, through or under the Grantor.

[CONTINUED ON NEXT PAGE]

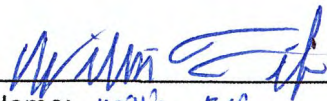
BILL OF SALE
[CROSTOWN PARKWAY OFFSITE IMPROVEMENTS]
SIGNATURE PAGE

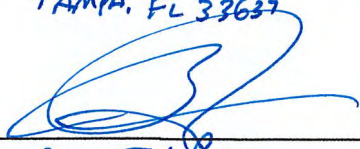
IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this ____ day of _____, 2024.

WITNESSES

**SOLAERIS COMMUNITY DEVELOPMENT
DISTRICT**

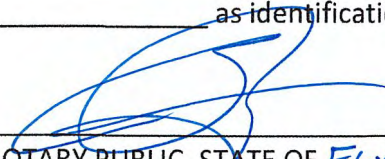
By: 
Name: DANA RHODES
Address: 14025 RIVEREDGE DR. # 175
TAMPA, FL 33637


Name: William F. Fife
Title: Chair

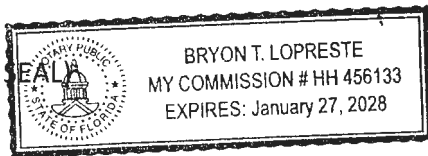
By: 
Name: BRYON T. LOPRESTE
Address: 14025 RIVEREDGE DR. # 175
TAMPA, FL 33637

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of JULY, 2024, by WILLIAM FIFE as Chairperson of Solaeris Community Development District, who is personally known to me or has produced _____ as identification.

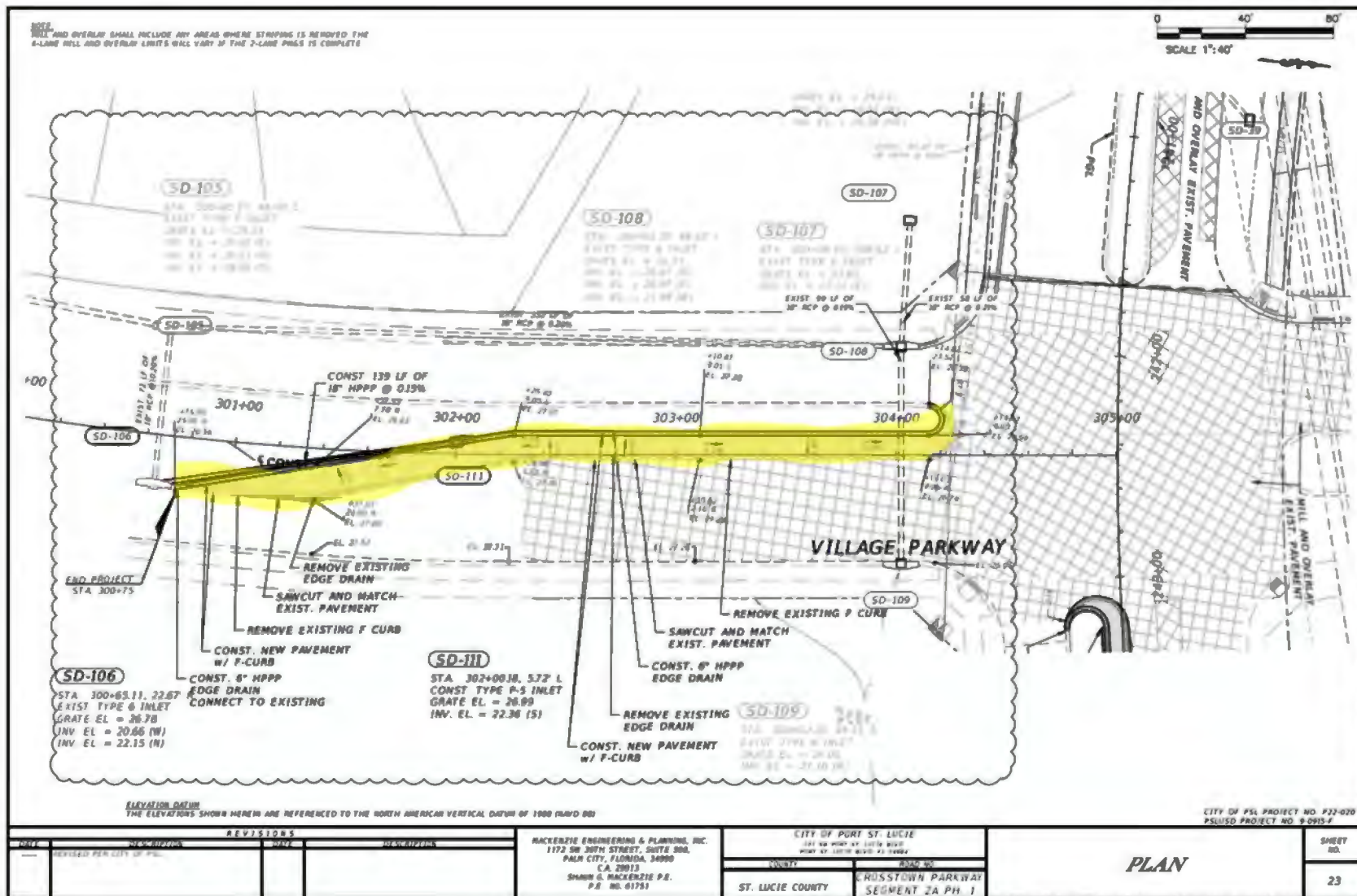

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



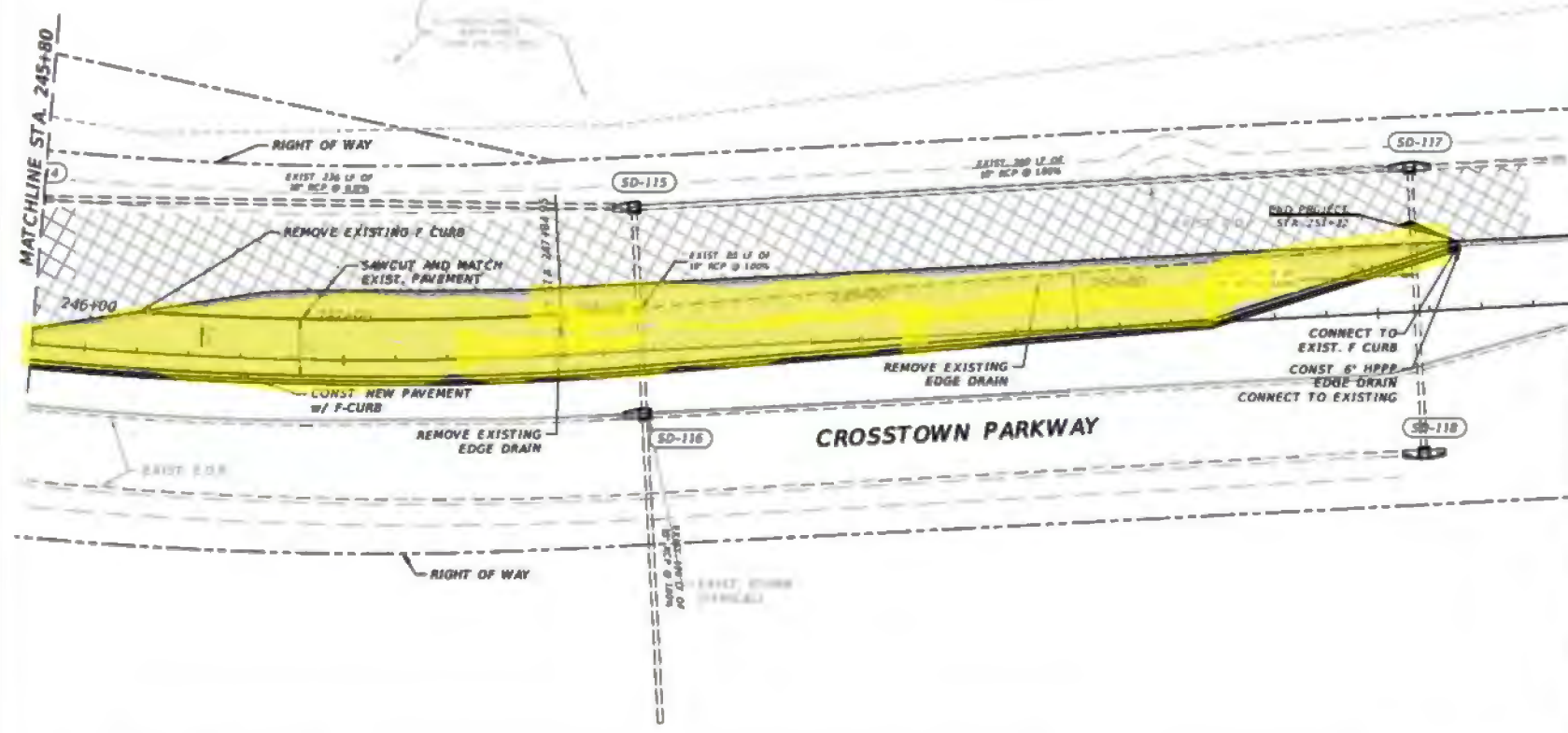
Name: BRYON T. LOPRESTE
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

EXHIBIT A
LOCATION OF CYPRESS PARKWAY IMPROVEMENTS





NOTE:
MILL AND OVERLAY SHALL INCLUDE ANY AREAS WHERE STRIPING IS REMOVED THE
3-LANE ROLL AND OVERLAY LIMITS WILL VARY IF THE 3-LANE PAVES IS COMPLETE



ELEVATION DATUM
THE ELEVATIONS SHOWN HEREIN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

CITY OF PSL PROJECT NO. P22-020
PSL/SD PROJECT NO. 9-0915-F

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE WHICHALE SIGNED AND SEALED UNDER SEAL #00112-10004 P. 1

REVISIONS				ACKENZIE ENGINEERING & PLANNING, INC. 1172 SW 30TH STREET, SUITE 300, PALM CITY, FLORIDA, 34909 CA. 20013 SHAWN G. ACKENZIE P.E. P.E. NO. 61751	CITY OF PORT ST. LUCIE		PLAN	SHEET NO. 22
NO.	DESCRIPTION	DATE	APPROVED		ENGR.	DATE		
1	DESIGNED FOR CITY OF PSL				ST. LUCIE COUNTY		CROSSTOWN PARKWAY SEGMENT 2A PH. 1	

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

17D

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT

c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
877-276-0889

August 6, 2024

Jim Harvey
Oak Ridge Ranches LLC
105 NE 1st Street
Delray Beach, Florida 33444
jharvey@kolter.com

RE: Letter Agreement for Real Estate Rights for Street Lighting

Dear Mr. Harvey,

I am writing at the direction of the Chairperson of the Solaeris Community Development District ("District") to request that Oak Ridge Ranches LLC ("Developer") agrees to provide the District and Solar Light as a Service Inc. ("Lighting Company") with any real estate rights needed for the installation, operation and maintenance of the street lighting within the boundaries of the District. The District is entering into an agreement attached hereto ("Agreement") with the Lighting Company for street lighting services. The Lighting Company will require easement rights in order to perform under the Agreement.

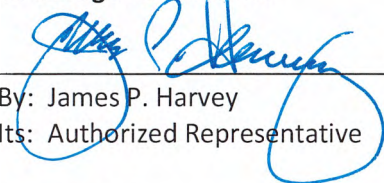
If you are in agreement with the terms of this letter, please sign below and return a copy to my office. Thank you for your assistance with this transaction.

Sincerely,

Cindy Cerbone
District Manager

AGREED TO BY:

Oak Ridge Ranches LLC


By: James P. Harvey
Its: Authorized Representative

cc: District Chairperson
District Counsel

EXHIBIT A (Lighting Agreement)



SOLAR LIGHTING AS A SERVICE AGREEMENT

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as Thursday July 15th, 2024, by and between **Solar Light as a Service Inc. ("Company")**, a Recovered Energy Technologies (USA) Inc. company, and **Solaeris Community Development District ("Customer,"**) together with Company, the "**parties**") provides as follows:

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain, for the term of this Agreement, the lighting equipment, together with accessories and attachments (collectively, "**Equipment**") at each Installation Site, as such Equipment and Installation Site¹ are identified in the scope of work attached as **Addendum A** ("**Scope of Work**") and incorporated hereto. Company shall also furnish, install, operate, and maintain, for the term of this Agreement, any additional Equipment at any additional Installation Sites that may be agreed upon by the Parties pursuant to an additional scope of work (each such additional scope of work, a "**Work Order**").
2. PERMITS. Company shall be responsible for securing, at its own expense, all permits required to deploy and maintain the Equipment at the Installation Site (as defined in Addendum A or, as applicable, in a Work Order). Customer shall cooperate with, and assist where necessary, Company during the permitting process.
3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the scope of work described in the Scope of Work or Work Order, as applicable. To the extent any portion of the Customer's property is

¹ Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the Scope of Work and its exhibits.

disturbed by the access and work performed by Company, its employees and agents, Company shall restore such areas to substantially the condition that existed prior to the Company's access.

4. PAYMENT. Customer shall make monthly payments ("**Monthly Payments**") on the schedule provided in the Scope of Work or Work Order, as applicable; provided however, as a point of clarification, that Monthly Payments shall only be made for Equipment once actually installed and operational. Monthly Payments will commence as to Equipment as soon such Equipment has been installed and is operational ("**Payment Start Date**"). When any Equipment is installed and operational, Company shall provide notice to Customer, and Customer shall have the right to inspect such Equipment to confirm that it is operational for a period of 5 business days after receipt of the notice.
5. COMPANY INSURANCE. Company warrants and covenants that it shall maintain during the Equipment installation period, and in any period in which the Company should be required to access the Customer's property for purposes of maintenance and repairs as set forth herein, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as required by applicable law. Company shall be responsible to the Customer for the acts and omissions of its employees and agents performing any of the work under this Agreement, and Company shall indemnify and hold harmless Customer from any damages or liability to persons or property that may arise from the entry onto the Property by Company, its employees, or agents. Company shall furnish Customer with a certificate of insurance evidencing compliance upon request and such certificate shall provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective prior to 30 calendar days of prior written notice to Customer, except in the case of non-payment, in which case any change or termination shall not be effective prior to 10 calendar days of prior written notice to Customer. The Company shall obtain copies of each

subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain insurance at the following policy limits:

- a. Workers' Compensation Insurance in accordance with the laws of the State where the Installation Site is located.
- b. Commercial General Liability Insurance covering the Company'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. 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 any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer, its staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Company shall furnish the Customer with the Certificate of Insurance, and endorsements, evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it is consistent with the requirements of this Section 5. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State where the Installation Site is located.

6. CUSTOMER INSURANCE. Customer warrants that it has and covenants it shall maintain commercial insurance to protect against the risk of damage or loss. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any and all damage to the Equipment other than due to ordinary wear and tear (such damage other than wear

and tear, an "**Externality**"), and shall continue to be obligated to make Monthly Payments irrespective of an Externality. Without limitation, the term "Externality" includes natural and manmade disaster, catastrophe, weather-related events, third-party negligence, mischief, vandalism, other intentional torts, and traffic accidents, in each case not caused by Company.

7. **WAIVER OF JURY TRIAL.** Each of Customer and Company hereby knowingly, intentionally, and voluntarily waives any right they and/or their successors and assignees may have to a trial by jury or a jury determination of any fact in any litigation based on this Agreement, or arising, out of, under, or in connection with this Agreement, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. Company represents that upon installation the Equipment shall be new and consistent with Addendum A or, as applicable, the Work Order. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT" AND "CUSTOMER REMEDIES" AND "ADDENDUM A."
9. **ADDITIONAL SIGNATURES EFFORTS.** Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement.
10. **MAINTENANCE AND REPAIR.** Company shall perform routine inspection

of the Equipment at its own cost and expense and shall, also at its own cost and expense, promptly provide all required maintenance and repair (including paying for parts) of the Equipment on account of ordinary wear and tear. If the Equipment is disabled or inoperable for any reason or if Customer observes any damage to the Equipment, Customer shall promptly notify Company and provided Company shall repair such equipment within thirty (30) days, subject to the availability of parts, from the date of notice, Customer shall not engage or authorize any other party to touch, maintain, or repair the Equipment. Company shall make commercially reasonable efforts to promptly repair the Equipment. If Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise and for ongoing operation of the Equipment. Customer shall comply with all directions of Company concerning emergency repairs. As noted in Section 6, the cost and expense to repair damage due to any Externality shall be borne by Customer.

11. CUSTOMER ACCESS. Provided Company is in compliance with its obligations under this Agreement, Customer shall not touch or access any part of the Equipment for any reason or engage or authorize any third parties to do so, except in emergency circumstances (as necessary to prevent injury to persons or damage to property). In the event that Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise, and Company shall not be responsible for any loss resulting from Customer's failure to repair such Equipment properly.
12. LATE CHARGES. If the Customer fails to timely make payment of any Monthly Payment, then the Company shall be entitled to applicable interest pursuant to the provisions of Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.
13. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the

Payment Schedule as set forth in the Addendum or Work Order, as applicable. Neither party has the right or option to terminate this Agreement prior to its expiration except as otherwise explicitly provided in this Agreement.

14. **DEFAULT.** Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer make any Contract Payment when and as due under this Agreement herein; and (b) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.
15. **CUSTOMER REMEDIES.** In the event Company defaults under this Agreement, Customer shall, within 14 calendar days of becoming aware of a default, provide written demand upon Company to cure that default within 30 calendar days of Company's receipt of the written demand to cure ("**Company Cure Period**"). If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional Monthly Payment(s) until the default is cured; (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party as a result of a breach; or (iii) cancel or terminate this Agreement.
16. **COMPANY REMEDIES.**
 - a. In the event Customer defaults under this Agreement, Company shall, within 14 calendar days of learning of the default, provide written demand upon Customer to cure each default within 30 calendar days of Customer's receipt of the written demand to cure ("**Customer Cure Period**"). If Customer fails to cure such default within the Company Cure Period, Company may: suspend its performance until such default is cured and may avail itself of any of the remedies available under Section (b) below.

In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may do one or more of the following: (i) cancel or terminate this Agreement; (ii) if the Agreement has not yet reached its sixth anniversary, require Customer to immediately pay Company, as compensation for loss of the Company's bargain, and not as a penalty, the sum equal to: the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the sixth-year anniversary of this Agreement - using a discount rate of 4% *plus* the reasonable cost of removing the Equipment, but subject to any offsets that the Customer may have ("**Accelerated Payment**"); (iii) if the Agreement has reached its sixth anniversary, treat the breach as an exercise of Customer's option to purchase the Equipment under Section 20; and (iv) pursue all other rights and remedies available at law or in equity. The Company, except as provided in the following sentence, waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Company or any third party as a result of a breach. If Customer does not pay Company in full pursuant to this paragraph within 30 days of the expiration of the Customer Cure Period, then COMPANY may remove the Equipment and sell it in a commercially reasonable manner, in which case its damages shall equal the difference between the price it actually sells the Equipment for and its Fair Market Value (as defined below). In all circumstances, (a) interest shall accrue on the amount owed at 18% per annum, compounding monthly, from the date the Customer defaults until paid; and (b) Customer shall be liable for Company's reasonable attorneys' fees.

17. TITLE AND TAX BENEFITS.

- a. The Parties stipulate that the Company is the owner of, and shall hold

title to, the Equipment. All benefits of owning and operating the Equipment (whether presently existing or existing in the future) shall inure exclusively to the Company, including but not limited to any governmental benefits, tax, environmental, or any other federal, state, or local government incentives, credits, deductions, or any other benefits of any kind (collectively, "***Incentives***"). This Agreement conveys only the right to have the light generated by the Equipment.

- b. At the Company's option, it may record or file a short-form memorandum of this Agreement among the appropriate land records of the county in which the Equipment is located, subject to Customer's reasonable approval as to the form of the short-form memorandum. In the event of a discrepancy between the provisions of this Agreement and such short-form memorandum thereof, the provisions of this Agreement shall prevail.
- c. The parties intend that this Agreement shall constitute a true lease under applicable Law. Company shall own title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement. As a point of clarity, the parties intend that the Equipment remain at all times personal property of the Company and not a fixture under applicable law, even if the Equipment, or any part thereof, is affixed or attached to real property or any improvements.
- d. The parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and hereof shall be deemed a grant to Company by Customer of a lien on and first priority security interest in the Equipment and its proceeds (as defined in the UCC) as a Purchase Money Security Interest under the UCC (or otherwise) , to secure the

payment of Customer's obligations under this Agreement. Customer hereby consents to the Company filing such documents and to do all such things and acts, necessary to ensure that such security interest would be a first priority perfected security interest under applicable law. Customer agrees to reasonably cooperate with any such actions.

- e. Company agrees, from time to time and provided it is true at the time, within ten (10) days after request from Customer, to execute and deliver to Customer, an estoppel certification confirming that this Agreement is in full force and effect, that Customer is not in default under any of the terms of this Agreement, the termination date of this Agreement, and such other matters pertaining to the Agreement as may be reasonably requested by the Customer.
- f. In addition to the provisions in Section 17 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of Section 18), at Company's option, if this transaction is deemed to be a contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINTS THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

18. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate on its expiration date and,

unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the Equipment.

19. ASSIGNMENT OF AGREEMENT. Customer and Company may each sell, assign all its rights and delegate all its duties (collectively, such assignment and delegation, an "***Assign***") under this Agreement as follows:

- a. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Customer to **Solaeris Community Development District or the Solaeris Stewardship District**
- b. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Customer to **Solaeris Community Development District or the Solaeris Stewardship District.**
- c. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Company to any third party.
- d. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Company to any third party.
- e. In the event of an Assign, the assigning and delegating party will notify the other party, and the other party hereby agrees that the third party to who the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has under this Agreement.

20. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for Fair Market Value, plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option, on

any anniversary on or after the sixth-year anniversary of this Agreement; provided that to exercise such option, Customer shall provide notice to Company of its decision to so exercise no earlier than seven months prior, and no later than six months prior, to such anniversary. "**Fair Market Value**" (defined as in use and in place) shall be determined by an independent appraiser as agreed to jointly by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer free and clear of all liens and encumbrances, with a warranty that Company is the lawful owner of the Equipment. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever. Upon the transfer of the Equipment to Customer, this Agreement shall terminate.

21. RIGHT OF WAY.

- a. All Equipment will be installed in public utility easements or public rights-of-way.
- b. If the Equipment is not to be installed in a public utility easement or public right-of way, then this subparagraph b. will apply. Customer hereby provides Company a license to the Installation Site to install, operate, test, repair, maintain, and, to the extent applicable, replace, or remove, the Equipment. Customer warrants and represents to Company that as of the date of installation of any Equipment and as of the date of any servicing of any Equipment that (a) it possess and shall provide to Company lawful access to the Installation Site; and (b) no existing lease, easement, right of way, declaration, restriction or other matter of record or any existing agreement of Customer with respect to the Installation Site interferes with or impairs, or will interfere with or impair, the license or other rights granted or to be granted pursuant to this Agreement. In the event Customer notifies the Company or the Company otherwise becomes aware of a breach of the foregoing as of the date the Company would otherwise service

the Equipment, the Company's obligation to service the Equipment shall be suspended until such breach is cured.

22. DATA COLLECTION. Subject to Florida's Public Records laws, Chapter 119, Florida Statutes, any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23. NOTICES. All notices required or permitted by this Agreement shall be provided by email, to the email addresses below (unless and until either party informs the other party of a change in email address, which change must be communicated by email) and shall be deemed delivered 24 hours after sending if no "bounce back" email is received by the party who sent the notice:

a. Notices to Customer:

- cbain@kolter.com
- jseifel@kolter.com

b. Notices to Company:

- joel.brayman@recoveredenergytechnologies.com
- Brad.carlson@recoveredenergytechnologies.com

24. JOINTLY DRAFTED. Each party agrees that they intend that any court interpreting this Agreement do so as if it was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Agreement prior to its execution. In the event of any dispute over the interpretation of this Agreement, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. **ENTIRE AGREEMENT.** The Parties agree that the terms and conditions contained in this Agreement and its addenda comprise the entire agreement between the parties regarding the Agreement of the Equipment. No amendments to this Agreement shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Agreement shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.
26. **COUNTERPARTS.** This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
27. **BINDING EFFECT.** This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assignees.
28. **SCRUTINIZED COMPANIES.** Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lit, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.
29. **PUBLIC RECORDS.** Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
30. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's

limit of liability contained in Section 768.28, Florida Statutes or other statute of law.

31. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.
32. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore, the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Agreement in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Agreement to notice and hearing where applicable, any other acts required for approval and adoption of this Agreement as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.
33. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by the laws of the State where the Installation Site is located, and any suits pertaining to this Agreement shall be brought in the jurisdiction where the Installation Site is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.
34. EFFECTIVE DATE. The Effective Date of this Agreement is stated in the first paragraph of the Agreement.

[Addenda Follow]

Addendum A - Scope of Work #1

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as July 15th, 2024, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), **Solaeris Community Development District** ("**Customer**"). This Addendum A is also executed as of July 15th, 2024, and is not intended to be a stand-alone document. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about the initial Equipment to be installed for Customer by Company.

If the parties agree in the future to have Company install additional Equipment for Customer, then they may execute an additional Work Order in connection with each such agreement. The parties contemplate that such additional Work Order(s) will serve the same purpose that this Addendum A serves and that each such Work Order, together with the Agreement, shall govern the parties' relationship with respect to the Equipment installed pursuant to such Work Order(s).

1. EQUIPMENT. In accordance with the Photometric and Autonomy Studies previously provided to and approved by Customer, attached to this Addendum A as **Exhibit 1**, the Company shall install and maintain the initial Equipment, which shall consist of:

298 solar lights each a RET ON60 40-Watt high performance solar light, and each approx. 18 ft above grade, with each located throughout Customer's site ("**Installation Site**"), as set forth in the design attached as **Exhibit 2**.

2. LOCATION OF EQUIPMENT: **Customer shall stake the locations of Equipment on roadways and/or commercial property prior to the installation of the Equipment by the Company.** To assist Customer

with the staking process, Company shall provide Customer with a final design sketch that is substantially in the form attached as **Exhibit 2** and that reflects the Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer.

3. **UNDERGROUND OBSTRUCTIONS:** Customer shall locate and advise Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the Installation Site at least two calendar days prior to the commencement of any work by the Company at the Installation Site. All cost liability for property damage to Underground Facilities by Company that were not properly identified by Customer, as described under this paragraph, shall be paid by Customer, except for those claims, losses or damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of Equipment. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties.
4. **WARRANTIES.** Company warrants that the Equipment will light the prescribed areas to a strength of at least 80% of the lumens stated in Exhibit 1.
5. **PAYMENT SCHEDULE.** Customer agrees to pay Company the sums per month outlined in Table A below. Payments commence on the Payment Start Date and shall continue for 240 months.

Table A

Solaeris - Port St. Lucie

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
STREET	1	298	18	ON40	Tilt 25°	\$ 55.00	\$ 16,390.00	\$ 196,680.00
-	-	0	18	ON40	Bus stop and mail box	\$ 55.00	\$ -	\$ -
		298					\$ 16,390.00	\$ 196,680.00

The Monthly Payment will escalate by 5% escalator at the commencement of the 73rd month and another 5% at the commencement of the 145th month.

Statement of Work (SOW 2024)

For any light installed in 2024 - \$55.00 per month per light
* including online monitoring

Statement of Work (SOW 2025)

For any light installed in 2025 - \$57 per month per light
* including online monitoring

Statement of Work (SOW 2026)

For any light installed in 2026 - \$59.00 per month per light
* including online monitoring

Customer agrees to deposit with Company, the additional sum of \$16,390 which represents approximately one month of service under this Agreement.

Customer agrees to pay a one-time fee of \$4,000 for the creation of a customized online reporting dashboard. The dashboard will track health status of the streetlights; provide real-time weather metrics including local temperature and humidity.

6. DELIVERY SCHEDULE. Notwithstanding anything in this Agreement to the contrary, it shall be a material condition of this Agreement that the Equipment be installed in accordance with the following mutually agreed upon schedule (the "**Delivery Schedule**"; which will be updated and reviewed weekly). If the Equipment is not installed in

accordance with the Delivery Schedule, Company shall have 30 days to catch up or propose a new delivery schedule. If Company has not caught up with the Delivery Schedule and Customer has not agreed to Company's proposed revised delivery schedule, Customer may cancel that Equipment which has not yet been installed and Customer's obligations under this Agreement shall be reduced proportionately.

Work shall commence on the installation of these 298 lights within 4 weeks of notification by the customer that the project site is ready. Work shall be completed in a timeframe agreed to by the parties and as the development is ready for streetlights.

7. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, public health emergencies, quarantines, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), restraints or delays affecting Company's suppliers or inability or delay in obtaining supplies of adequate or suitable materials, or the inability of either Party's personnel to come to work due to any of the aforementioned (a "**Force Majeure Event**"). Company shall give notice as soon as is practicable of the occurrence of a Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue if such period of time can be reasonably estimated. Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Company's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section, Customer may

thereafter terminate cancel its order for any Equipment that has not yet been installed, and the economics of this Agreement shall be reduced proportionally to reflect the reduced number of light poles.

8. CONSTRUCTION DAMAGE. The customer is responsible for any damage caused to the streetlights during the installation period, which is out of the control of the company. This includes damage by other trades, trucks, cranes or mischief.

EXHIBIT 1
TO ADDENDUM A – SCOPE OF WORK #1

Project: Solaeris

Number of lights: 298
Light Temperature (Color): 4,000 Kelvins
Motion Sensor: Yes
Light Head: RET Bell Head
Power Pack Color: RET Reflective Grey
Fixture Color: Dark Bronze
Arm: RET Elliptical Arm – Dark Bronze
Pole Type: Aluminum Direct Burial
Pole Color: Dark Bronze
Pole Base: None
Production of Custom Online Dashboard: Yes

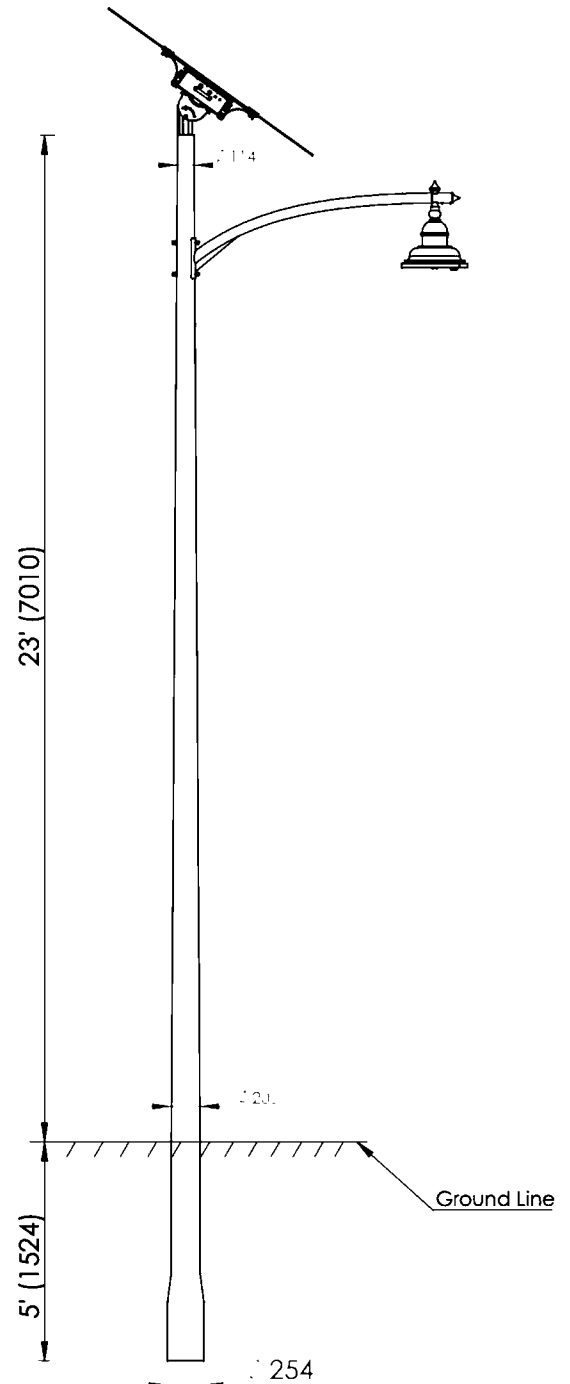


EXHIBIT 2
TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP

Exhibit 2 is a large file and will be provided upon request. The initial installation calls for 298 lights.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

17E



SOLAR LIGHTING AS A SERVICE AGREEMENT

THIS SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as Thursday July 15th, 2024, by and between **Solar Light as a Service Inc. ("Company")**, a Recovered Energy Technologies (USA) Inc. company, and **Solaeris Community Development District ("Customer,"**) together with Company, the "**parties**") provides as follows:

1. LIGHTING SERVICES DESCRIPTION. Company shall furnish, install, operate, and maintain, for the term of this Agreement, the lighting equipment, together with accessories and attachments (collectively, "**Equipment**") at each Installation Site, as such Equipment and Installation Site¹ are identified in the scope of work attached as **Addendum A** ("**Scope of Work**") and incorporated hereto. Company shall also furnish, install, operate, and maintain, for the term of this Agreement, any additional Equipment at any additional Installation Sites that may be agreed upon by the Parties pursuant to an additional scope of work (each such additional scope of work, a "**Work Order**").
2. PERMITS. Company shall be responsible for securing, at its own expense, all permits required to deploy and maintain the Equipment at the Installation Site (as defined in Addendum A or, as applicable, in a Work Order). Customer shall cooperate with, and assist where necessary, Company during the permitting process.
3. INSTALLATIONS. Company shall be responsible for installing Equipment in a good and workmanlike manner and in accordance with the scope of work described in the Scope of Work or Work Order, as applicable. To the extent any portion of the Customer's property is

¹ Capitalized terms not defined in the main body of this Agreement shall have the meaning ascribed to them in the Scope of Work and its exhibits.

disturbed by the access and work performed by Company, its employees and agents, Company shall restore such areas to substantially the condition that existed prior to the Company's access.

4. PAYMENT. Customer shall make monthly payments ("**Monthly Payments**") on the schedule provided in the Scope of Work or Work Order, as applicable; provided however, as a point of clarification, that Monthly Payments shall only be made for Equipment once actually installed and operational. Monthly Payments will commence as to Equipment as soon such Equipment has been installed and is operational ("**Payment Start Date**"). When any Equipment is installed and operational, Company shall provide notice to Customer, and Customer shall have the right to inspect such Equipment to confirm that it is operational for a period of 5 business days after receipt of the notice.
5. COMPANY INSURANCE. Company warrants and covenants that it shall maintain during the Equipment installation period, and in any period in which the Company should be required to access the Customer's property for purposes of maintenance and repairs as set forth herein, commercial general liability insurance, workers compensation insurance, and automobile liability insurance as required by applicable law. Company shall be responsible to the Customer for the acts and omissions of its employees and agents performing any of the work under this Agreement, and Company shall indemnify and hold harmless Customer from any damages or liability to persons or property that may arise from the entry onto the Property by Company, its employees, or agents. Company shall furnish Customer with a certificate of insurance evidencing compliance upon request and such certificate shall provide that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective prior to 30 calendar days of prior written notice to Customer, except in the case of non-payment, in which case any change or termination shall not be effective prior to 10 calendar days of prior written notice to Customer. The Company shall obtain copies of each

subcontractor's insurance certificates and shall provide those to Customer upon Customer's request. Company shall maintain insurance at the following policy limits:

- a. Workers' Compensation Insurance in accordance with the laws of the State where the Installation Site is located.
- b. Commercial General Liability Insurance covering the Company'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. 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 any subcontractor of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

The Customer, its staff, consultants, agents, and supervisors shall be named as additional insureds and certificate holders. The Company shall furnish the Customer with the Certificate of Insurance, and endorsements, evidencing compliance with this requirement. No certificate shall be acceptable to the Customer unless it is consistent with the requirements of this Section 5. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State where the Installation Site is located.

6. CUSTOMER INSURANCE. Customer warrants that it has and covenants it shall maintain commercial insurance to protect against the risk of damage or loss. Notwithstanding anything herein to the contrary, Customer shall bear the risk of loss with respect to any and all damage to the Equipment other than due to ordinary wear and tear (such damage other than wear

and tear, an "**Externality**"), and shall continue to be obligated to make Monthly Payments irrespective of an Externality. Without limitation, the term "Externality" includes natural and manmade disaster, catastrophe, weather-related events, third-party negligence, mischief, vandalism, other intentional torts, and traffic accidents, in each case not caused by Company.

7. **WAIVER OF JURY TRIAL.** Each of Customer and Company hereby knowingly, intentionally, and voluntarily waives any right they and/or their successors and assignees may have to a trial by jury or a jury determination of any fact in any litigation based on this Agreement, or arising, out of, under, or in connection with this Agreement, or any agreements contemplated hereby, or any course of conduct, course of dealing, usage of trade, statements (whether verbal or written) or actions of the Parties.
8. Company represents that upon installation the Equipment shall be new and consistent with Addendum A or, as applicable, the Work Order. COMPANY OTHERWISE MAKES NO IMPLIED WARRANTIES. COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, OF MERCHANTABILITY OF THE EQUIPMENT HEREBY CONTRACTED OR FOR ITS FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT REGARDLESS OF CAUSE, COMPANY IS NOT RESPONSIBLE FOR AND CUSTOMER SHALL NOT MAKE ANY CLAIM AGAINST COMPANY FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, SPECIAL, OR INDIRECT EXCEPT AS AUTHORIZED PURSUANT TO AGREEMENT INCLUDING BUT NOT LIMITED TO THE SECTIONS ENTITLED "DEFAULT" AND "CUSTOMER REMEDIES" AND "ADDENDUM A."
9. **ADDITIONAL SIGNATURES EFFORTS.** Each party agrees to execute any additional documents required by any third-party and obtain any approvals required for purposes of performing its obligations under this Agreement.
10. **MAINTENANCE AND REPAIR.** Company shall perform routine inspection

of the Equipment at its own cost and expense and shall, also at its own cost and expense, promptly provide all required maintenance and repair (including paying for parts) of the Equipment on account of ordinary wear and tear. If the Equipment is disabled or inoperable for any reason or if Customer observes any damage to the Equipment, Customer shall promptly notify Company and provided Company shall repair such equipment within thirty (30) days, subject to the availability of parts, from the date of notice, Customer shall not engage or authorize any other party to touch, maintain, or repair the Equipment. Company shall make commercially reasonable efforts to promptly repair the Equipment. If Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise and for ongoing operation of the Equipment. Customer shall comply with all directions of Company concerning emergency repairs. As noted in Section 6, the cost and expense to repair damage due to any Externality shall be borne by Customer.

11. CUSTOMER ACCESS. Provided Company is in compliance with its obligations under this Agreement, Customer shall not touch or access any part of the Equipment for any reason or engage or authorize any third parties to do so, except in emergency circumstances (as necessary to prevent injury to persons or damage to property). In the event that Customer attempts to repair the equipment, then Customer accepts full responsibility for the performance of its employees, agents, contractors or otherwise, and Company shall not be responsible for any loss resulting from Customer's failure to repair such Equipment properly.
12. LATE CHARGES. If the Customer fails to timely make payment of any Monthly Payment, then the Company shall be entitled to applicable interest pursuant to the provisions of Florida's Local Government Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.
13. TERMINATION. Unless otherwise terminated pursuant to the terms herein, this Agreement shall automatically expire upon completion of the

Payment Schedule as set forth in the Addendum or Work Order, as applicable. Neither party has the right or option to terminate this Agreement prior to its expiration except as otherwise explicitly provided in this Agreement.

14. **DEFAULT.** Any one or more of following events shall be considered a "**default**" under this Agreement: (a) failure of Customer make any Contract Payment when and as due under this Agreement herein; and (b) material breach of any warranty, covenant, or obligations under this Agreement by either party, except as provided in the next two sections.
15. **CUSTOMER REMEDIES.** In the event Company defaults under this Agreement, Customer shall, within 14 calendar days of becoming aware of a default, provide written demand upon Company to cure that default within 30 calendar days of Company's receipt of the written demand to cure ("**Company Cure Period**"). If Company fails to cure within the Company Cure Period, Customer may: (i) suspend the future applicable and proportional Monthly Payment(s) until the default is cured; (ii) pursue all other rights or remedies available at law or in equity; provided, the Customer waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Customer or any third party as a result of a breach; or (iii) cancel or terminate this Agreement.
16. **COMPANY REMEDIES.**
 - a. In the event Customer defaults under this Agreement, Company shall, within 14 calendar days of learning of the default, provide written demand upon Customer to cure each default within 30 calendar days of Customer's receipt of the written demand to cure ("**Customer Cure Period**"). If Customer fails to cure such default within the Company Cure Period, Company may: suspend its performance until such default is cured and may avail itself of any of the remedies available under Section (b) below.

In the event Customer breaches the Agreement and has not cured its breach within the Customer Cure Period, then the Company may do one or more of the following: (i) cancel or terminate this Agreement; (ii) if the Agreement has not yet reached its sixth anniversary, require Customer to immediately pay Company, as compensation for loss of the Company's bargain, and not as a penalty, the sum equal to: the net present value of all unpaid Contract Payments for the remainder of the term – but only through the end of the sixth-year anniversary of this Agreement - using a discount rate of 4% *plus* the reasonable cost of removing the Equipment, but subject to any offsets that the Customer may have ("**Accelerated Payment**"); (iii) if the Agreement has reached its sixth anniversary, treat the breach as an exercise of Customer's option to purchase the Equipment under Section 20; and (iv) pursue all other rights and remedies available at law or in equity. The Company, except as provided in the following sentence, waives the right to seek recovery for any special, indirect, incidental, or consequential damages whatsoever suffered by Company or any third party as a result of a breach. If Customer does not pay Company in full pursuant to this paragraph within 30 days of the expiration of the Customer Cure Period, then COMPANY may remove the Equipment and sell it in a commercially reasonable manner, in which case its damages shall equal the difference between the price it actually sells the Equipment for and its Fair Market Value (as defined below). In all circumstances, (a) interest shall accrue on the amount owed at 18% per annum, compounding monthly, from the date the Customer defaults until paid; and (b) Customer shall be liable for Company's reasonable attorneys' fees.

17. TITLE AND TAX BENEFITS.

- a. The Parties stipulate that the Company is the owner of, and shall hold

title to, the Equipment. All benefits of owning and operating the Equipment (whether presently existing or existing in the future) shall inure exclusively to the Company, including but not limited to any governmental benefits, tax, environmental, or any other federal, state, or local government incentives, credits, deductions, or any other benefits of any kind (collectively, "***Incentives***"). This Agreement conveys only the right to have the light generated by the Equipment.

- b. At the Company's option, it may record or file a short-form memorandum of this Agreement among the appropriate land records of the county in which the Equipment is located, subject to Customer's reasonable approval as to the form of the short-form memorandum. In the event of a discrepancy between the provisions of this Agreement and such short-form memorandum thereof, the provisions of this Agreement shall prevail.
- c. The parties intend that this Agreement shall constitute a true lease under applicable Law. Company shall own title to the Equipment at all times. Customer acquires no ownership, title, property, right, equity, or interest in the Equipment other than its leasehold interest solely as lessee subject to all the terms and conditions of this Agreement. As a point of clarity, the parties intend that the Equipment remain at all times personal property of the Company and not a fixture under applicable law, even if the Equipment, or any part thereof, is affixed or attached to real property or any improvements.
- d. The parties intend and agree that, if this Agreement is recharacterized under applicable law as a secured financing or a lease intended for security, this Agreement shall be deemed a security agreement and hereof shall be deemed a grant to Company by Customer of a lien on and first priority security interest in the Equipment and its proceeds (as defined in the UCC) as a Purchase Money Security Interest under the UCC (or otherwise) , to secure the

payment of Customer's obligations under this Agreement. Customer hereby consents to the Company filing such documents and to do all such things and acts, necessary to ensure that such security interest would be a first priority perfected security interest under applicable law. Customer agrees to reasonably cooperate with any such actions.

- e. Company agrees, from time to time and provided it is true at the time, within ten (10) days after request from Customer, to execute and deliver to Customer, an estoppel certification confirming that this Agreement is in full force and effect, that Customer is not in default under any of the terms of this Agreement, the termination date of this Agreement, and such other matters pertaining to the Agreement as may be reasonably requested by the Customer.
- f. In addition to the provisions in Section 17 above (and to the extent the rights granted to Company in this subsection (f) are greater than those granted in the other subsections of Section 18), at Company's option, if this transaction is deemed to be a contract intended for security, Customer grants the Company a purchase money security interest in the Equipment (including any replacements, substitutions, additions, attachments, and proceeds). In the event this Contract is deemed a finance contract, the Customer shall deliver to the Company signed financing statements or other documents the Company reasonably requests to protect the Company's interest in the Equipment. THE CUSTOMER AUTHORIZES THE COMPANY TO FILE A COPY OF THIS CONTRACT AS A FINANCING STATEMENT AND APPOINTS THE COMPANY OR THE COMPANY'S DESIGNEE AS CUSTOMER'S ATTORNEY-IN-FACT TO EXECUTE AND FILE, ON CUSTOMER'S BEHALF, FINANCING STATEMENTS COVERING THE EQUIPMENT.

18. If the Customer does not exercise its option to purchase before this contract expires, this Contract shall terminate on its expiration date and,

unless the Customer purchases the Equipment, the Company shall have the right, but not the obligation, upon termination or expiration to remove the Equipment.

19. ASSIGNMENT OF AGREEMENT. Customer and Company may each sell, assign all its rights and delegate all its duties (collectively, such assignment and delegation, an "***Assign***") under this Agreement as follows:

- a. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Customer to **Solaeris Community Development District or the Solaeris Stewardship District**
- b. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Customer to **Solaeris Community Development District or the Solaeris Stewardship District.**
- c. The Agreement, as it pertains to the Equipment that is the subject of the Scope of Work may be Assigned by Company to any third party.
- d. The Agreement, as it pertains to the Equipment that is the subject of each Work Order may be Assigned by Company to any third party.
- e. In the event of an Assign, the assigning and delegating party will notify the other party, and the other party hereby agrees that the third party to who the Agreement is Assigned shall have the same rights and benefits that the assigning and delegating party now has under this Agreement.

20. PURCHASE OPTION. The Customer shall have the option to purchase the Equipment from the Company for Fair Market Value, plus a fee equal to 10% of the Fair Market Value at the time of the exercise of such option, on

any anniversary on or after the sixth-year anniversary of this Agreement; provided that to exercise such option, Customer shall provide notice to Company of its decision to so exercise no earlier than seven months prior, and no later than six months prior, to such anniversary. "**Fair Market Value**" (defined as in use and in place) shall be determined by an independent appraiser as agreed to jointly by the Company and Customer and paid for by the Customer. Upon payment of the Fair Market Value, the Company shall transfer the Company's interest in the Equipment to the Customer free and clear of all liens and encumbrances, with a warranty that Company is the lawful owner of the Equipment. Except as otherwise provided herein, Customer shall accept the Equipment "As-Is, Where Is" without any representation or warranty whatsoever. Upon the transfer of the Equipment to Customer, this Agreement shall terminate.

21. RIGHT OF WAY.

- a. All Equipment will be installed in public utility easements or public rights-of-way.
- b. If the Equipment is not to be installed in a public utility easement or public right-of way, then this subparagraph b. will apply. Customer hereby provides Company a license to the Installation Site to install, operate, test, repair, maintain, and, to the extent applicable, replace, or remove, the Equipment. Customer warrants and represents to Company that as of the date of installation of any Equipment and as of the date of any servicing of any Equipment that (a) it possess and shall provide to Company lawful access to the Installation Site; and (b) no existing lease, easement, right of way, declaration, restriction or other matter of record or any existing agreement of Customer with respect to the Installation Site interferes with or impairs, or will interfere with or impair, the license or other rights granted or to be granted pursuant to this Agreement. In the event Customer notifies the Company or the Company otherwise becomes aware of a breach of the foregoing as of the date the Company would otherwise service

the Equipment, the Company's obligation to service the Equipment shall be suspended until such breach is cured.

22. DATA COLLECTION. Subject to Florida's Public Records laws, Chapter 119, Florida Statutes, any data collected during the ongoing live monitoring of the lights or through deployed sensors remains the property of the Company.

23. NOTICES. All notices required or permitted by this Agreement shall be provided by email, to the email addresses below (unless and until either party informs the other party of a change in email address, which change must be communicated by email) and shall be deemed delivered 24 hours after sending if no "bounce back" email is received by the party who sent the notice:

a. Notices to Customer:

- cbain@kolter.com
- jseifel@kolter.com

b. Notices to Company:

- joel.brayman@recoveredenergytechnologies.com
- Brad.carlson@recoveredenergytechnologies.com

24. JOINTLY DRAFTED. Each party agrees that they intend that any court interpreting this Agreement do so as if it was drafted jointly by the parties, and that both parties have had the opportunity to fully negotiate its terms and to have the assistance of independent counsel of each party's own choosing for the review of the terms of this Agreement prior to its execution. In the event of any dispute over the interpretation of this Agreement, its terms shall not be construed against or in favor of either party but shall be construed in a neutral manner.

25. **ENTIRE AGREEMENT.** The Parties agree that the terms and conditions contained in this Agreement and its addenda comprise the entire agreement between the parties regarding the Agreement of the Equipment. No amendments to this Agreement shall be permitted, unless signed by both parties. Both parties agree that the express terms of this Agreement shall not be explained, modified, or contradicted by any prior course of dealing between the parties or by any usage of the general trade.
26. **COUNTERPARTS.** This Agreement may be executed in on or more counterparts, each of which shall be deemed to be an original and which together shall constitute one and the same documents. Documents delivered via facsimile or email with electronic signatures shall be considered originals.
27. **BINDING EFFECT.** This agreement shall inure to the benefit of, and shall be binding upon, Company and Customer and their respective successors and assignees.
28. **SCRUTINIZED COMPANIES.** Company certifies, by acceptance of this Agreement, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lit, created pursuant to Section 215.473, Florida Statutes, and in the event such status changes, Company shall immediately notify Customer.
29. **PUBLIC RECORDS.** Company acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
30. **LIMITATION OF LIABILITY.** Notwithstanding anything to the contrary herein, nothing herein shall be construed to be a waiver of the Customer's

limit of liability contained in Section 768.28, Florida Statutes or other statute of law.

31. PUBLIC ENTITY CRIMES. The Company certifies, by acceptance of this agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provision of Section 287.133(2)(a), Florida Statutes.
32. CERTIFICATION AND AUTHORIZATION. Each party expressly certifies that the authorized agent below has the authority to execute this agreement and that the party has complied with all internal policies, procedures, and applicable law upon which authority to execute this agreement is predicated. Furthermore, the Customer certifies and agrees that it will do or cause to be done all acts necessary to effect and preserve the Agreement in full force and effect, that it has complied with all bidding requirements where necessary, submitted this Agreement to notice and hearing where applicable, any other acts required for approval and adoption of this Agreement as a valid obligation by the Customer, and that it has sufficient funds available to pay all amounts due hereunder.
33. GOVERNING LAW AND SEVERABILITY. This Agreement shall be governed by the laws of the State where the Installation Site is located, and any suits pertaining to this Agreement shall be brought in the jurisdiction where the Installation Site is located. If a court of competent jurisdiction shall determine that any provision of this agreement is unenforceable, the remaining provisions shall remain in full force and effect.
34. EFFECTIVE DATE. The Effective Date of this Agreement is stated in the first paragraph of the Agreement.

[Addenda Follow]

Addendum A - Scope of Work #1

This is Addendum A to that certain SOLAR LIGHTING AS A SERVICES MASTER AGREEMENT ("**Agreement**"), effective as July 15th, 2024, by and between Recovered Energy Technologies (USA) Inc. ("**Company**"), **Solaeris Community Development District** ("**Customer**"). This Addendum A is also executed as of July 15th, 2024, and is not intended to be a stand-alone document. In other words, it cannot and may not be read in isolation from the Agreement. Capitalized terms not defined in this Addendum A have the meaning ascribed to them in the Agreement.

This Addendum A provides details about the initial Equipment to be installed for Customer by Company.

If the parties agree in the future to have Company install additional Equipment for Customer, then they may execute an additional Work Order in connection with each such agreement. The parties contemplate that such additional Work Order(s) will serve the same purpose that this Addendum A serves and that each such Work Order, together with the Agreement, shall govern the parties' relationship with respect to the Equipment installed pursuant to such Work Order(s).

1. EQUIPMENT. In accordance with the Photometric and Autonomy Studies previously provided to and approved by Customer, attached to this Addendum A as **Exhibit 1**, the Company shall install and maintain the initial Equipment, which shall consist of:

298 solar lights each a RET ON60 40-Watt high performance solar light, and each approx. 18 ft above grade, with each located throughout Customer's site ("**Installation Site**"), as set forth in the design attached as **Exhibit 2**.

2. LOCATION OF EQUIPMENT: **Customer shall stake the locations of Equipment on roadways and/or commercial property prior to the installation of the Equipment by the Company.** To assist Customer

with the staking process, Company shall provide Customer with a final design sketch that is substantially in the form attached as **Exhibit 2** and that reflects the Equipment locations approved by Customer and will participate in the staking of light pole positions at the request of Customer.

3. **UNDERGROUND OBSTRUCTIONS:** Customer shall locate and advise Company through the provision of an accurate map and other necessary written descriptions of the exact location of all underground facilities including, but not limited to: sewage pipes, septic tanks, wells, swimming pools, sprinkler systems, conduits, cables, valves, lines, fuel storage tanks, and storm drainage systems ("**Underground Facilities**") at the Installation Site at least two calendar days prior to the commencement of any work by the Company at the Installation Site. All cost liability for property damage to Underground Facilities by Company that were not properly identified by Customer, as described under this paragraph, shall be paid by Customer, except for those claims, losses or damages, including attorney's fees and costs, which arise or are alleged to have arisen out of furnishing design, installation, operation, maintenance or removal of Equipment. The phrase "**property damage**" includes, but is not limited to, damage to property of Customer, Company, or any third parties.
4. **WARRANTIES.** Company warrants that the Equipment will light the prescribed areas to a strength of at least 80% of the lumens stated in Exhibit 1.
5. **PAYMENT SCHEDULE.** Customer agrees to pay Company the sums per month outlined in Table A below. Payments commence on the Payment Start Date and shall continue for 240 months.

Table A

Solaeris - Port St. Lucie

Location	Phase	Poles	Fixture Height	Fixture Model	Notes	Cost per POLE per MONTH	MONTHLY Cost by PHASE	ANNUAL Cost by PHASE
STREET	1	298	18	ON40	Tilt 25°	\$ 55.00	\$ 16,390.00	\$ 196,680.00
-	-	0	18	ON40	Bus stop and mail box	\$ 55.00	\$ -	\$ -
		298					\$ 16,390.00	\$ 196,680.00

The Monthly Payment will escalate by 5% escalator at the commencement of the 73rd month and another 5% at the commencement of the 145th month.

Statement of Work (SOW 2024)

For any light installed in 2024 - \$55.00 per month per light
* including online monitoring

Statement of Work (SOW 2025)

For any light installed in 2025 - \$57 per month per light
* including online monitoring

Statement of Work (SOW 2026)

For any light installed in 2026 - \$59.00 per month per light
* including online monitoring

Customer agrees to deposit with Company, the additional sum of \$16,390 which represents approximately one month of service under this Agreement.

Customer agrees to pay a one-time fee of \$4,000 for the creation of a customized online reporting dashboard. The dashboard will track health status of the streetlights; provide real-time weather metrics including local temperature and humidity.

6. DELIVERY SCHEDULE. Notwithstanding anything in this Agreement to the contrary, it shall be a material condition of this Agreement that the Equipment be installed in accordance with the following mutually agreed upon schedule (the "**Delivery Schedule**"; which will be updated and reviewed weekly). If the Equipment is not installed in

accordance with the Delivery Schedule, Company shall have 30 days to catch up or propose a new delivery schedule. If Company has not caught up with the Delivery Schedule and Customer has not agreed to Company's proposed revised delivery schedule, Customer may cancel that Equipment which has not yet been installed and Customer's obligations under this Agreement shall be reduced proportionately.

Work shall commence on the installation of these 298 lights within 4 weeks of notification by the customer that the project site is ready. Work shall be completed in a timeframe agreed to by the parties and as the development is ready for streetlights.

7. Force Majeure. Company shall not be liable or responsible to Customer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Company including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, public health emergencies, quarantines, lock-outs, strikes or other labor disputes (whether or not relating to Company's workforce), restraints or delays affecting Company's suppliers or inability or delay in obtaining supplies of adequate or suitable materials, or the inability of either Party's personnel to come to work due to any of the aforementioned (a "**Force Majeure Event**"). Company shall give notice as soon as is practicable of the occurrence of a Force Majeure Event to the Customer, stating the period of time the occurrence is expected to continue if such period of time can be reasonably estimated. Company shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. Company shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event Company's failure or delay remains uncured for a period of 90 days following written notice given by it under this Section, Customer may

thereafter terminate cancel its order for any Equipment that has not yet been installed, and the economics of this Agreement shall be reduced proportionally to reflect the reduced number of light poles.

8. CONSTRUCTION DAMAGE. The customer is responsible for any damage caused to the streetlights during the installation period, which is out of the control of the company. This includes damage by other trades, trucks, cranes or mischief.

EXHIBIT 1
TO ADDENDUM A – SCOPE OF WORK #1

Project: Solaeris

Number of lights: 298
Light Temperature (Color): 4,000 Kelvins
Motion Sensor: Yes
Light Head: RET Bell Head
Power Pack Color: RET Reflective Grey
Fixture Color: Dark Bronze
Arm: RET Elliptical Arm – Dark Bronze
Pole Type: Aluminum Direct Burial
Pole Color: Dark Bronze
Pole Base: None
Production of Custom Online Dashboard: Yes

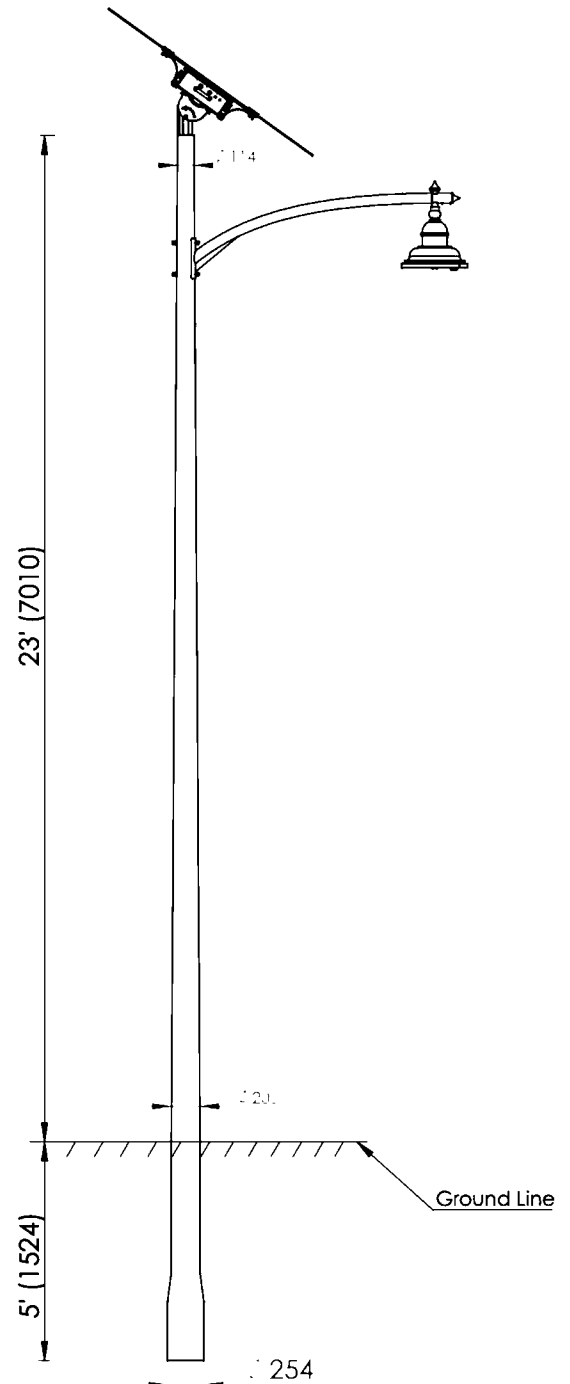


EXHIBIT 2
TO ADDENDUM A – INSTALLATION DESIGN & SITE MAP

Exhibit 2 is a large file and will be provided upon request. The initial installation calls for 298 lights.

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2024**

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 1,505	\$ -	\$ -	\$ 1,505
Investments				
Construction	-	-	9,974,902	9,974,902
COI	-	1	-	1
Interest	-	811,056	-	811,056
Reserve	-	1,014,363	-	1,014,363
Undeposited funds	23,488	-	-	23,488
Due from Developer	12,931	5,808	425	19,164
Total assets	<u>\$ 37,924</u>	<u>\$1,831,228</u>	<u>\$9,975,327</u>	<u>\$11,844,479</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 31,936	\$ 5,808	\$ 425	\$ 38,169
Due to other	-	-	425	425
Due to Landowner	-	8,702	-	8,702
Tax payable	6,000	-	-	6,000
Landowner advance	<u>37,936</u>	<u>14,510</u>	<u>850</u>	<u>53,296</u>
Total liabilities				
DEFERRED INFLOWS OF RESOURCES	<u>12,930</u>	<u>-</u>	<u>-</u>	<u>12,930</u>
Deferred receipts	<u>12,930</u>	<u>-</u>	<u>-</u>	<u>12,930</u>
Total deferred inflows of resources				
Fund balances:				
Restricted for:	-	1,816,718	-	1,816,718
Capital projects	(12,942)	-	-	(12,942)
Unassigned	<u>(12,942)</u>	<u>1,816,718</u>	<u>9,974,477</u>	<u>11,778,253</u>
Total fund balances				
Total liabilities, deferred inflows of resources	<u>\$ 37,924</u>	<u>\$1,831,228</u>	<u>\$9,975,327</u>	<u>\$11,844,479</u>
Total liabilities and fund balances				

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Landowner contribution	\$ 23,487	\$ 51,288	\$ 100,165	51%
Total revenues	<u>23,487</u>	<u>51,288</u>	<u>100,165</u>	51%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	26,000	48,000	54%
Legal	8,211	20,569	25,000	82%
Engineering	.	2,695	5,000	54%
Audit*	-	-	4,075	0%
Arbitrage rebate calculation*	-	-	750	0%
Dissemination agent*	83	167	1,000	17%
Trustee*	-	-	5,500	0%
Telephone	16	150	200	75%
Postage	10	10	500	2%
Printing & binding	42	375	500	75%
Legal advertising	144	4,618	2,000	231%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	6,050	83%
Contingencies/bank charges	4	20	500	4%
Website				
Hosting & maintenance	-	1,680	705	238%
ADA compliance	-	-	210	0%
Total expenditures	<u>12,510</u>	<u>61,459</u>	<u>100,165</u>	61%
Excess/(deficiency) of revenues over/(under) expenditures	10,977	(10,171)	-	
Fund balances - beginning	(23,919)	(2,771)	-	
Fund balances - ending	<u>\$ (12,942)</u>	<u>\$ (12,942)</u>	<u>\$ -</u>	

*These items will be realized after the issuance of bonds.

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 4,457	\$ 4,457
Total revenues	<u>4,457</u>	<u>4,457</u>
EXPENDITURES		
Debt service		
Cost of issuance	-	206,900
Total debt service	<u>-</u>	<u>206,900</u>
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	2,405,317
Original issue discount	-	(276,300)
Underwriter's discount	-	(108,553)
Total other financing sources	<u>-</u>	<u>2,020,464</u>
Net change in fund balances	4,457	1,818,021
Fund balances - beginning	1,812,261	(1,303)
Fund balances - ending	<u><u>\$ 1,816,718</u></u>	<u><u>\$ 1,816,718</u></u>

**SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2018
FOR THE PERIOD ENDED JUNE 30, 2024**

	Current Month	Year To Date
REVENUES		
Interest	\$ 27,924	\$ 27,924
Total revenues	<u>27,924</u>	<u>27,924</u>
EXPENDITURES		
Construction costs	1,462,705	1,463,130
Total expenditures	<u>1,462,705</u>	<u>1,463,130</u>
Excess/(deficiency) of revenues over/(under) expenditures	(1,434,781)	(1,435,206)
OTHER FINANCING SOURCES/(USES)		
Bond proceeds	-	11,409,683
Total other financing sources/(uses)	<u>-</u>	<u>11,409,683</u>
Net change in fund balances	(1,434,781)	9,974,477
Fund balances - beginning	11,409,258	-
Fund balances - ending	<u><u>\$ 9,974,477</u></u>	<u><u>\$ 9,974,477</u></u>

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

A

DRAFT

**MINUTES OF MEETING
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Solaeris Community Development District held a Special Meeting on April 4, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present at the meeting were:

William Fife	Chair
Jon Seifel	Vice Chair
Justin Frye	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Brandon Ulmer (via telephone)	District Engineer
Steve Sanford (via telephone)	Bond Counsel
Todd Mosely	Atmos Living Management Group

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 11:19 a.m.

Supervisors Seifel, Frye and Fife were present. Supervisors Caputo and Morton 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, dated March 14, 2024**

Mr. Earlywine presented the First Supplemental Engineer's Report dated March 14, 2024 and noted the following:

➤ Mr. Kessler asked for the Master Improvements Kolter is going to build and finance to be included in the Report.

➤ In his opinion, there are enough non-impact fee creditable improvements, with just the Master Improvements, to offset costs.

Mr. Earlywine suggested approving the Report, in substantial form and subject to including the Master Infrastructure.

Mr. Earlywine asked what is required for the development of Assessment Area One, in terms of Master Improvements. Mr. Seifel replied the spine road, the stormwater management system and the Master Roads. They propose building two lanes of Rangeline North, in an interim condition, to get access to the spine road. Mr. Ulmer stated that will allow them to deliver lots.

Mr. Sanford stated that they will need to have enough other Master Infrastructure to equal the credits. Mr. Earlywine stated that Mr. Kessler confirmed it will. It was noted the builder is doing the neighborhood Improvements and will be treated as non-impact fee creditable items.

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the First Supplemental Engineer's Report dated March 14, 2024, in substantial form and subject to listing out the Master Improvement, was approved.

FOURTH ORDER OF BUSINESS

Presentation/Consideration of First Supplemental Special Assessment Methodology Report, dated March 14, 2024

Ms. Cerbone presented the First Supplemental Special Assessment Methodology Report dated March 14, 2024 and noted the following:

➤ The Capital Improvement Plan (CIP) Cost Table for Assessment Area One will be updated to mirror the changes in the Engineer's Report.

- 71 ➤ Assessment Area One consists of 656.105 +/- acres.
- 72 ➤ The Assessment Area One 2024 Project covers 1,721 residential units being developed,
73 but that is subject to change.
- 74 ➤ The total estimated par amount of bonds is \$13,930,000 to finance an estimated
75 \$11,603,652 in project costs.
- 76 Ms. Cerbone referred to Page 4 and read Portions of the Impact Fee Creditable
77 Improvements Section, as follows:
- 78 “As noted in the Master Report the District may finance impact fee creditable
79 improvements, provided however, that the Developer agrees to provide to the
80 District any proceeds from the credits, at the time of closing on any lots with
81 builders and/or developers. The proceeds will be placed in the applicable
82 acquisition and construction account for the Series 2024 bonds and be used to
83 fund non-impact fee creditable improvements that comprise a portion of the
84 2024 Project. In doing so, landowners within the District will receive sufficient
85 benefit to support the Series 2024 Bond Assessments, because while the
86 landowners will pay debt assessments and possibly impact fees too, the
87 landowners would also receive the benefit of the impact-fee creditable
88 improvements as well as non-impact fee creditable improvements.
- 89 The Series 2024 Bonds Assessment lien in the amount of \$13,900,000 to secure
90 the repayment of the series 20254 Bonds plus another \$7,337,000 to secure the
91 obligation to credit landowners with impact free credit proceeds, for a total lien
92 amount of \$21,267,000. To avoid a double charge against the homeowners, this
93 latter amount of \$7,337,000 that is part of the master lien imposed under the
94 Master Report would not be collected by the District as a debt assessment, but
95 instead would be reduced as impact fee credit monies are received and used to
96 fund non-impact fee creditable improvements.”
- 97 ➤ Table 2 and Table 5 will be updated with data from Mr. Ulmer.

Mr. Sanford pointed out there is authorization in the Delegation Resolution to make modifications to the Methodology Report and the Engineer's Report without the need for a Special Meeting to finalize the Reports.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Preliminary First Supplemental Special Assessment Methodology Report dated March 14, 2024, in substantial form, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-10, Authorizing the Issuance of Not Exceeding \$17,000,000 Solaeris Community Development District, Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) (the “Bonds”) to Finance Certain Public Infrastructure Within a Designated Assessment Area Within the District Referred to as Assessment Area One; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Previously Approved With Respect to the Bonds; Approving the Form of and Authorizing the Execution And Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer's Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date

Mr. Sanford presented Resolution 2024-10, which accomplishes the following:

- This Resolution is the final bond Resolution towards the issuance of the bonds.
- Authorizes the Series 2024 principal amount of bonds not exceeding \$17 million, a maximum amount that does not bind the Board to issue that amount of bonds.
- Sets forth certain parameters for the Series 2024 bonds and grants authority to the Chair or Vice Chair to execute the Bond Purchase Contract, without the need for a Special Meeting.
- Approves the forms of Exhibits attached to the Resolution, which include the Bond Purchase Contract, Preliminary Limited Offering Memorandum (PLOM), Continuing Disclosure Agreement and First Supplemental Indenture.

Mr. Sanford asked the Board to reapprove the First Supplemental Indenture, as the structure has changed.

- Sets forth the terms of the bond, which cannot exceed 30 years, not counting any capitalized interest period.

On MOTION by Mr. Fife and seconded by Mr. Frye, with all in favor, Resolution 2024-10, Authorizing the Issuance of Not Exceeding \$17,000,000 Solaeris Community Development District, Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) (the “Bonds”) to Finance Certain Public Infrastructure Within a Designated Assessment Area Within the District Referred to as Assessment Area One; Determining the Need for a Negotiated Limited Offering of the Bonds and Providing for a Delegated Award of Such Bonds; Appointing the Underwriter for the Limited Offering of the Bonds; Approving the Form of and Authorizing the Execution and Delivery of a Bond Purchase Contract With Respect to the Bonds; Authorizing the Use of that Certain Master Trust Indenture Previously Approved With Respect to the Bonds; Approving the Form of and Authorizing the Execution And Delivery of a First Supplemental Trust Indenture Governing the Bonds; Approving the Form of and Authorizing the Distribution of a Preliminary Limited Offering Memorandum; Approving the Execution and Delivery of a Final Limited Offering Memorandum; Approving the Form of and Authorizing the Execution of a Continuing Disclosure Agreement, and Appointing a Dissemination Agent; Approving the Application of Bond Proceeds; Authorizing Certain Modifications to the Assessment Methodology Report and Engineer’s Report; Making Certain Declarations; Providing for the Registration of the Bonds Pursuant to the DTC Book-Entry Only System; Authorizing the Proper Officials to Do All Things Deemed Necessary in Connection with the Issuance, Sale

and Delivery of the Bonds; and Providing for Severability, Conflicts and an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS**Acceptance of Unaudited Financial
Statements as of February 29, 2024**

Ms. Cerbone stated that the Agreement, District Management states a rate of \$4,000 per month and the annual budget reflects that rate; however, the CDD has inadvertently been invoiced only \$2,000 a month. This error has been corrected as of March so, going forward, \$4,000 per month will be billed to the CDD for District Management Services.

On MOTION by Mr. Frye and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of February 29, 2024, were accepted.

SEVENTH ORDER OF BUSINESS**Approval of March 14, 2024 Regular
Meeting Minutes**

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the March 14, 2024 Regular Meeting Minutes, as presented, were approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. District Counsel: Kutak Rock LLP**

Mr. Earlywine listed the next steps that will result in the bond funds being available by the first week of May.

Mr. Earlywine asked for a copy of the site work contract for Crosstown Parkway so Ms. Ligas can prepare the assignment documents. The CDD will hold the contract but Kolter will make direct payments to the contractor and then be reimbursed by the CDD.

B. District Engineer (Interim): Thomas Engineering Group, LLC

There was no report.

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

- **NEXT MEETING DATE: April 18, 2024 at 11:15 AM.**

- **QUORUM CHECK**

213 The next meeting will be on April 18, 2024.

214 Regarding the ethics training requirement, certain Board Members confirmed receiving
215 the email from the Commission on Ethics and they registered to electronically file Form 1. Ms.
216 Cerbone will include Form 1 and Ethics Training reminders on future agendas.

217

218 **NINTH ORDER OF BUSINESS**

Board Members' Comments/Requests

219

220 There were no Board Members' comments or requests.

221

222 **TENTH ORDER OF BUSINESS**

Public Comments

223

224 No members of the public spoke.

225

226 **ELEVENTH ORDER OF BUSINESS**

Adjournment

227

228 **On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the**
229 **meeting adjourned at 11:43 a.m.**

230

231

232

233

234

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

235
236
237
238
239

Secretary/Assistant Secretary

Chair/Vice Chair

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

B

DRAFT

**MINUTES OF MEETING
SOLAERIS COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Solaeris Community Development District held Public Hearings and a Regular Meeting on April 18, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986.

Present at the meeting were:

William Fife	Chair
Jon Seifel	Vice Chair
Justin Frye	Assistant Secretary
Scott Morton	Assistant Secretary

Also present:

Andrew Kantarzhi	District Manager
Cindy Cerbone	Wrathell, Hunt and Associates, LLC (WHA)
Jere Earlywine (via telephone)	District Counsel
Brandon Ulmer (via telephone)	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Kantarzhi called the meeting to order at 11:41 a.m. Supervisors Seifel, Frye, Morton and Fife were present. Supervisor Caputo was not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District's Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad

Valorem Assessments; Providing for
Severability; Providing for Conflict and
Providing for an Effective Date

A. Affidavit/Proof of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2024-11, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Solaeris Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Public Hearing was opened.

No affected property owners or members of the public spoke.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Public Hearing was closed.

Mr. Kantarzhi presented Resolution 2024-11 and read the title.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-11, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Solaeris Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date, was adopted.

FOURTH ORDER OF BUSINESS

Public Hearing to Consider the Adoption of
an Assessment Roll and the Imposition of
Special Assessments Relating to the
Financing and Securing of Certain Public
Improvements

A. Affidavit/Proof of Publication

82 B. Mailed Notice to Property Owner(s)

83 C. Master Engineer's Report, dated March 14, 2024 [for informational purposes]

84 D. Master Special Assessment Methodology Report, dated March 14, 2024 [for
85 informational purposes]

86
87 On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Public
88 Hearing was opened.

- 89
90
91 • Hear testimony from the affected property owners as to the propriety and advisability
92 of making the improvements and funding them with special assessments on the
93 property.

94 No affected property owners or members of the public spoke.

- 95 • Thereafter, the governing authority shall meet as an equalizing board to hear any and
96 all complaints as to the special assessments on a basis of justice and right.

97 The Board, sitting as the Equalizing Board, made no changes to the assessment levels.
98

99 On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Public
100 Hearing was closed.

101
102
103 E. Consideration of Resolution 2024-12, Making Certain Findings; Authorizing a Capital
104 Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of
105 Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming
106 and Levying Debt Assessments; Addressing the Finalization of Special Assessments;
107 Addressing the Payment of Debt Assessments and the Method of Collection; Providing
108 for the Allocation of Debt Assessments and True-Up Payments; Addressing
109 Government Property, and Transfers of Property to Units of Local, State and Federal
110 Government; Authorizing an Assessment Notice; and Providing for Severability,
111 Conflicts and an Effective Date

112 Mr. Kantarzhi presented Resolution 2024-12 and read the title.
113

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-12, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Resolution 2024-13, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date

Mr. Kantarzhi presented Resolution 2024-13 and read the title. He reviewed the proposed Fiscal Year 2025 budget.

Ms. Cerbone asked when Field Ops will commence in Fiscal Year 2025. Mr. Kantarzhi stated Field Operations will commence July 1, 2025; the proposed Fiscal Year 2025 budget is based on five months of Field Ops as a safeguard.

On MOTION by Mr. Seifel and seconded by Mr. Fife, with all in favor, Resolution 2024-13, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law for August 15, 2024 at 11:15 a.m., at the Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date, was adopted.

SIXTH ORDER OF BUSINESS

Consideration of Resolution 2024-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date

Mr. Kantarzhi presented Resolution 2024-14 and read the title.

The June meeting was stricken as it coincides with the Juneteenth holiday.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-14, Designating Dates, as amended, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

**Consideration of Atmos Living
Management Group Facilities
Management Agreement**

Mr. Kantarzhi presented the Facilities Management Agreement between the CDD and Atmos Living Management Group. It is for both Field Ops and landscaping inspection, with a start date of July 1, 2025.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Atmos Living Management Group Facilities Management Agreement, was approved.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2024-15, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Mr. Kantarzhi presented Resolution 2024-15 and read the title.

Mr. Earlywine stated this is the Delegated Assessment Resolution. He discussed the pricing of the bonds, updates to the Engineer's and Methodology Reports, impact and non-impact fee creditable improvements and a bond re-issuance.

Mr. Earlywine responded to questions regarding revisions to the Assessment Reports, bond issuance prior to platting and if the bonds being issued are A or B bonds.

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, Resolution 2024-15, Setting Forth the Specific Terms of the District's Special Assessment Bonds, Series 2024 (Assessment Area One – 2024 Project) ("Bonds"); Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update this Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

NINTH ORDER OF BUSINESS

Consideration of Forms of Issuer's Counsel Documents

Mr. Earlywine presented the following:

- A. Acquisition Agreement**
- B. Collateral Assignment**
- C. Completion Agreement**
- D. Declarations of Consent**
- E. Disclosure of Public Finance**
- F. Notice of Special Assessments**
- G. True-Up Agreement**

On MOTION by Mr. Fife and seconded by Mr. Seifel, with all in favor, the Acquisition Agreement, Collateral Assignment, Completion Agreement, Declarations of Consent, Disclosure of Public Finance, Notice of Special Assessments and True-Up Agreement, all in substantial form, were approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: Kutak Rock LLP

Mr. Earlywine stated the bond offering occurred earlier today; the bonds will be priced next week and will close two weeks after that. Once the bond closing occurs the CDD can start acquiring the project pieces.

B. District Engineer (Interim): Thomas Engineering Group, LLC

Mr. Ulmer stated the Interim Report was completed and included in the agenda and he is working on completing the Request for Qualifications (RFQ) for District Engineering Services.

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

- **NEXT MEETING DATE: May 16, 2024 at 11:15 AM**
 - **QUORUM CHECK**

The May meeting will be canceled. The next meeting will be held on August 15, 2024.

ELEVENTH ORDER OF BUSINESS

Board Members' Comments/Requests

The Board and Staff discussed registering with the Ethics Commission and filing Form 1. Mr. Morton announced that he will resign from the Board at the August meeting.

TWELFTH ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Frye and seconded by Mr. Seifel, with all in favor, the meeting adjourned at 12:12 p.m.
--

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

268
269
270
271
272

Secretary/Assistant Secretary

Chair/Vice Chair

SOLAERIS
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

SOLAERIS COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>Verano Social Clubhouse, 10291 SW Visconti Way, Port St. Lucie, Florida 34986</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 19, 2023 CANCELED	Regular Meeting	11:15 AM
November 16, 2023 CANCELED	Regular Meeting	11:15 AM
December 21, 2023 CANCELED	Regular Meeting	11:15 AM
January 18, 2024 CANCELED	Regular Meeting	11:15 AM
February 15, 2024	Regular Meeting	11:15 AM
March 14, 2024	Regular Meeting	11:15 AM
March 21, 2024 <i>rescheduled to March 14, 2024</i>	Regular Meeting	11:15 AM
April 4, 2024	Special Meeting	11:15 AM
April 18, 2024	Regular Meeting	11:15 AM
May 16, 2024 CANCELED	Regular Meeting	11:15 AM
June 20, 2024 CANCELED	Regular Meeting	11:15 AM
July 18, 2024 CANCELED	Regular Meeting	11:15 AM
August 15, 2024	Regular Meeting	11:15 AM
September 19, 2024	Regular Meeting	11:15 AM