

TERRA LAGO

**COMMUNITY DEVELOPMENT
DISTRICT**

August 14, 2023

BOARD OF SUPERVISORS

PUBLIC HEARING

AND REGULAR

MEETING AGENDA

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

AGENDA

LETTER

Terra Lago 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 7, 2023

Board of Supervisors
Terra Lago Community Development District

Dear Board Members:

The Board of Supervisors of the Terra Lago Community Development District will hold a Public Hearing and Regular Meeting on August 14, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of First Amended and Restated Interlocal Agreement Relating to the Construction of Water Distribution and Wastewater Collection and Treatment System Project
4. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent(s): Haley Ward, Inc.
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
5. Consideration of Response(s) to Request for Qualifications (RFQ) for Design-Build Services for Wastewater Treatment Plant Improvements (*under separate cover*)
 - A. Affidavit of Publication
 - B. Project Manual
 - C. Respondent(s)
 - I. Florida Design Drilling, LLC
 - II. US Water Services Corporation
 - D. Selection Criteria/Ranking

ATTENDEES:

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

- E. Authorization to Enter into Competitive Negotiations
- 6. Public Hearing on Adoption of Fiscal Year 2023/2024 Budget
 - A. Affidavit of Publication
 - B. Consideration of Resolution 2023-36, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2023 and Ending September 30, 2024; Authorizing Budget Amendments; and Providing an Effective Date
- 7. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
- 8. Consideration of Construction Funding Agreement between the District and Terra Lago, LLC
- 9. Consideration of Agreement between the District and Terra Lago, LLC, Regarding the Acquisition of Certain Work Product, Improvements and Real Property
- 10. Acceptance of Unaudited Financial Statements as of June 30, 2023
- 11. Approval of June 12, 2023 Regular Meeting Minutes
- 12. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *Haley Ward, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: September 11, 2023 at 1:00 PM

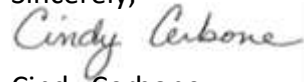
- QUORUM CHECK

SEAT 1	JOSH KELLAM	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	TOM KENNY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	JASON DUGAN	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	DAVID POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	KEVIN POWERS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

Should you 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: 801 901 3513

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

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This instrument was prepared by or under the supervision
of (and after recording should be returned to):

Wade C. Vose, Esq.
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, FL 32789

(Space reserved for Clerk of Court)

**FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT RELATING
TO THE CONSTRUCTION
OF WATER DISTRIBUTION AND WASTEWATER COLLECTION AND
TREATMENT SYSTEM PROJECT (“PROJECT”)**

By and Between

Village of Indiantown, Florida

and

Terra Lago Community Development District

Dated as of August [__], 2023

THIS FIRST AMENDED AND RESTATED INTERLOCAL AGREEMENT

("Interlocal Agreement") is made and entered into as of August [___], 2023, by and between the Village of Indiantown, Florida (the "Village") and the Terra Lago Community Development District (the "District" and together with the Village, the "Parties").

WITNESSETH:

WHEREAS, Section 163.01 Fla. Stat., known as the "Florida Interlocal Cooperation Act of 1969" (the "Act"), provides a method for governmental entities to cooperate with each other on a basis of mutual advantage to provide services and facilities in a manner that will accord best with the factors influencing the needs and development of local communities; and

WHEREAS, the Village is planning and executing a construction project which includes constructing infrastructure improvements for the Village's potable water distribution system and its wastewater collection and treatment system ("Village Components"), including but not limited to, renovation and expansion of the Village's existing Wastewater Treatment Plant ("WWTP"), and the District is planning and executing a construction project which includes constructing water and wastewater utility infrastructure improvements for the development of a potable water distribution system and its wastewater collection and pumping system benefitting the property owners within the District, including improvements outside the boundaries of the District, as authorized

under Chapter 190, Florida Statutes (“District Components”); and the Village and the District want to cooperate to perform their separate infrastructure components as a joint project (“Project”); and

WHEREAS, pursuant to a legislative appropriation, the State of Florida Department of Environmental Protection (“FDEP”) has awarded the Village a grant for the wastewater collection and treatment components of the Village Components (the “Village Wastewater Components”) in the amount of \$18,000,000, pursuant to FDEP Standard Grant Agreement No. LPA0307, dated November 17, 2022, as amended (the “FDEP Grant Agreement”), which the Village intends to use to fund such Village Wastewater Components, and which improvements the Village intends to cause to be constructed by the District pursuant to the terms of this Interlocal Agreement; and

WHEREAS, on February 10, 2023, Governor Ron DeSantis awarded the Village, through the FDEP Wastewater Grant Program, a wastewater infrastructure grant in the amount of an additional \$20,000,000, which was added to the FDEP Grant Agreement by Amendment No. 1 to Agreement No. LPA0307 dated July 28, 2023, and which amount the Village also contemplates utilizing to fund the Village Wastewater Components; and

WHEREAS, providing the Project infrastructure improvements will help the Parties protect the health, safety and welfare of their residents, businesses, and property owners; and

WHEREAS, the Parties recognize that it would be most efficient for the Parties to combine the Village Components and District Components in one or more joint projects to be procured by the District jointly or separately pursuant to which (1) the Village will bear all construction project costs and expenses for the Village Components and the District will bear all construction project costs and expenses for the District Components, and (2) the District will construct the Village Components in accordance with the Village's water and wastewater policies and procedures and transfer ownership of those facilities to the Village after completion for the Village's operation and maintenance; and

WHEREAS, in accordance with all applicable Federal, State and District requirements, the District will procure the goods and services required for the design and/or construction of the Project, and may procure the services of a design engineer related to the design of any component of the Project and will also provide for construction management engineering and inspection (CEI) for the Project; and

WHEREAS, the Village and the District may each retain the services of one or more engineering firms for purposes of providing services to such party related to the design and/or construction of their respective components of the Project (“Village Engineer” and “District Engineer”, respectively); and

WHEREAS, the District has retained the services of its District Engineer to serve as a design criteria professional for the purpose of preparing the design criteria package for the renovation and expansion of the WWTP; and

WHEREAS, the Parties acknowledge that the scope of the Project may be expanded by subsequent amendment to this Interlocal Agreement to encompass additional infrastructure improvements or additional sources of funding.

NOW THEREFORE, in consideration of the mutual promises, covenants, obligations, duties and benefits herein set forth, and other valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the Parties hereto agree as follows:

SECTION 1. AUTHORITY FOR INTERLOCAL AGREEMENT. This Interlocal Agreement is adopted pursuant to the provisions of the Act and other applicable provisions of law.

SECTION 2. DEFINITIONS. The following definitions shall govern the interpretation of this Interlocal Agreement:

"Act" means Part I of Chapter 163, Florida Statutes, as amended.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, engineering, construction, and installation (including

excavation, demolition, environmental mitigation and relocation, and restoration) of the components of the Project, including but not limited to, permit fees, inspection fees, engineering fees, FDOT right-of-way permits and fees, and other similar fees and charges, if any, under generally accepted accounting principles; and including reimbursement to the Village for any funds advanced for costs of the Project and interest on any interfund or intrafund loan for such purposes.

“District” means the Terra Lago Community Development District, a local unit of special purpose government created by the Village pursuant to Chapter 190, Florida Statutes.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30.

"Interlocal Agreement" means this Interlocal Agreement, including any amendments or supplements hereto, executed and delivered in accordance with the terms the Interlocal Agreement.

“Project” means the wastewater infrastructure improvements project, comprising the Village Components and the District Components, as revised and amended by the Parties from time to time.

"Utility System" means the wastewater system facilities owned and/or operated by the Village, currently and in the future, used to provide wastewater utility to the Village's utility service area, including the area within the boundaries of the District.

"Village" means the Village of Indiantown, Florida, a municipal corporation of the State of Florida.

SECTION 3. INTERPRETATION. Words importing the singular number shall include the plural in each case and vice versa, and words importing persons shall include firms and corporations. The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Agreement; the term "heretofore" shall mean before the effective date of this Agreement; and the term "hereafter" shall mean after the effective date of this Agreement. This Agreement shall not be construed more strongly against any party regardless that such party, or its counsel, drafted this Agreement.

SECTION 4. CAPITAL COST. The estimated Capital Cost for the District Components is \$15,839,335, which estimate may be revised by subsequent amendment to this Interlocal Agreement, and the estimated Capital Cost for the Village Components is estimated at \$19,150,000, which estimate may be revised by subsequent amendment to this Interlocal Agreement. In the event that the Village determines prior to a bid award for the portions of the Village Components, in its sole discretion, that the actual Capital Cost for the Village Components will exceed this estimate by an amount that is not acceptable to

the Village, the Village may terminate this Agreement by providing written notice of such termination to the District. In the event that the District determines prior to a bid award for the portions of the District Components, in its sole discretion, that the actual Capital Cost for the District Components will exceed this estimate by an amount that is not acceptable to the District, the District may terminate this Agreement by providing written notice of such termination to the Village.

SECTION 5. FUNDING.

(A) The Village is obligated to pay the Capital Costs of the Village Components. The District is obligated to pay the Capital Costs of the District Components. The District shall use its best efforts to obtain funds or a commitment for funds sufficient to fund and award a bid for the Capital Cost of the District Components. In the event the District is unable to obtain such funds or commitment for funds, the District may terminate this Agreement prior to a bid award for the portions of the District Components by providing written notice of such termination to the Village.

(B) In the event both Parties have: (1) obtained sufficient funds to fund the Capital Cost of the Project pursuant to Section 5(A) above; and (2) elected not to otherwise terminate this Agreement, then the District will be obligated to construct and deliver to the Village the Village Components and the Village will be obligated to pay the District the

Capital Costs for the Village Components. The Village's obligation shall be equal to the actual costs incurred by the District for the Village Components.

(C) The District shall promptly review, and provide the Village a copy for timely review and approval, of any and all contractor invoices submitted in connection with the Project or portions thereof, and either approve or disapprove in accordance with the Local Government Prompt Payment Act §218.70 et. seq Fla. Stat and in accordance with the terms of the contract entered into between the District and the applicable contractor. An invoice shall not be considered unless it includes supporting documents and detail sufficient to substantiate the costs on the invoice. Each party is responsible for verifying invoices submitted in connection with such party's component of the Project are valid, reasonable, necessary, and allowable. If an invoice is disapproved, the disapproving party shall prepare a notice of such action including the reason for disapproval and the District shall provide the notice to the contractor. Upon approval of the invoices by both Parties, the Village shall promptly pay District Village's pro rata share of the invoices for the Village Components and the District will issue payment to the contractor.

(D) The Village intends to use the funding provided pursuant to the FDEP Grant Agreement to reimburse itself for payments made to the District for the Capital Costs of the Village Components; provided, however, prior to the Village's receipt of FDEP Grant Agreement reimbursement funding, the Village shall use any legal available funds to pay

invoices approved pursuant to 5(C) herein and shall make payment in a timely manner in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq Fla. Stat., regardless of whether reimbursement funding has been received. The FDEP Grant Agreement, as it may be amended from time to time, is incorporated herein by reference. The Village is responsible for taking all actions under the FDEP Grant Agreement necessary for the Village to receive its funding reimbursement. The District shall take all actions under this Interlocal Agreement in a manner consistent with the requirements imposed upon Village and/or a subcontractor of Village under the FDEP Grant Agreement, as directed by the Village. The District shall engage in no action or omission that results in Village's default under the FDEP Grant Agreement. In the event FDEP requires that the Village and the District enter into a Sub-Grant Agreement separate and apart from this Interlocal Agreement to accomplish the ends of this Interlocal Agreement, the Parties will use their best efforts to prepare and obtain FDEP's approval of a Sub-Grant Agreement effectuating the essential business terms contained in this Interlocal Agreement and as otherwise agreed by the Parties. In the event the Parties are unable to obtain approval of a Sub-Grant Agreement as described, the Village may terminate this Agreement prior to the bid award for the Project by providing written notice of such termination to the District.

SECTION 6. PROCUREMENT OF DESIGN AND/OR CONSTRUCTION SERVICES – BID DOCUMENTS, ADVERTISEMENT, REVIEW, AND AWARD.

The District agrees to develop bid documents for review and comment by the Village and

ACTIVE 65789094v1

advertise for a contractor to design and/or construct the Project, or portions of the Project, following the procurement requirements and procedures of the District. The District will review the bids, receive comments from the Village on the bids, award, and enter into a contract with contractors to provide services for the design and/or construction, in whole or in part. The Village and the District agree that the District may procure design and/or construction services for portions of the Project.

SECTION 7. PROJECT DESIGN.

(A) The District agrees to procure design-build services for the renovation and expansion of the WWTP component of the Village Components. The District has retained the services of its District Engineer to serve as a design criteria professional for the purpose of preparing the design criteria package for the renovation and expansion of the WWTP. The Village has previously approved the design criteria package. The District has competitively solicited bids for purposes of such component and will award a design-build contract to a contractor in accordance with this Agreement and the procurement requirements and procedures of the District.

(B) Except for portions of the Project that utilize a design-build contract, the Village agrees to design and obtain all necessary regulatory approvals for the Village Components and provide the same to the District for the District's bid solicitation. When applicable, the District Engineer and the Village Engineer will coordinate their respective

designs to avoid or resolve conflicts related to the placement and construction sequencing of the District Components and the Village Components. To the extent applicable, the District will receive for and forward to the Village, shop drawings and technical submittals for the Village Components for Village's review and approval. The Village will review and provide approvals or comments on submittals within 10 calendar days of receipt of a submittal.

(C) The District will construct the District Components in accordance with design and regulatory approvals for the District Components and will competitively procure bids for construction and/or design services related thereto. When applicable, the District Engineer and the Village Engineer will coordinate their respective designs to avoid or resolve conflicts related to the placement and construction sequencing of the District Components and the Village Components.

SECTION 8. PROJECT CONSTRUCTION MANAGEMENT, ENGINEERING AND INSPECTION; TRANSFER OF VILLAGE COMPONENTS.

(A) The District will manage the Project contracts and will be responsible for ensuring that the design and/or construction of the Project meets all requirements and is completed on schedule in accordance with the contract documents. The Village agrees to coordinate and interface with the District and Project contractors to facilitate the timely

and satisfactory design and/or construction of the Project within their respective jurisdictions.

(B) The Village agrees to perform periodic inspections of the work of contractors and verify that the Project is being constructed in conformance with the Village's building codes, construction plans and technical specifications.

(C) In addition to the management and inspection of the work by the District, the Village's Utility System Representatives will also visit the Project site(s) at least one day per week when construction is in progress. The Village's Representatives will notify the Village of any work that is not in conformance with the Contract requirements, building codes, construction plans and technical specifications, and will report to the Village the results of any such visit and provide a copy of such report to the District.

(D) Village and District agree to hold Project meetings on a weekly basis with contractor(s). Notwithstanding the foregoing, whenever a Project meeting is scheduled with a Project contractor, the Village and the District shall each be provided an opportunity to participate in such meeting. Each party is solely responsible for its costs to attend Project meetings. During construction of the Project, inquiries from contractors regarding the Project shall be sent to the District Engineer who will provide the Village a copy for timely review. The Village Engineer or Utility System Representatives and the District Engineer will provide the requesting contractor with a coordinated response to any change orders,

work change directives, substantial completion and final completion reviews for the Project. Any construction change orders or work change directives requested by either party shall be made in writing to the other party and if approved, the District shall issue such change order to the applicable contractor. If the non-requesting party does not approve a requested change order or work change directive, the Parties agree to comply with the dispute resolution procedure outlined in Section 13 herein. The Parties agree that all change orders requested by a Project contractor, shall be submitted to the District. Village and District shall promptly review such change order request and if approved, the District shall issue such change order to the contractor. The Village agrees to be responsible for the total cost of any change order or work change directive related to the Village Components. The District shall be responsible for the total cost of any change order or work change directive related to the District Components. Any cost for a change order or work change directive related to both the District Components and the Village Components shall be allocated between the Parties as agreed by the Parties, absent which the dispute resolution provisions of Section 13 apply.

(E) Upon completion of any portion of the Village Components and the District Components that is the subject of a contract contemplated hereunder, the Village will determine whether that portion of the Project was constructed in accordance with the design and regulatory approval requirements and provide its determination to the District in writing and if approved, such approval shall constitute acceptance by the Village of that

portion of the Project. If the Village identifies any deficiencies with the construction, the Village must promptly notify the District and the District will require the applicable contractor to remedy the deficiency.

(F) Upon acceptance of the Project construction, the District will transfer, and the Village will accept, ownership of the Project to the Village by Bill of Sale acceptable to the Village and will transfer the Contractor's and Vendor's warranties related to the Project. Upon transfer of ownership of the Project to the Village, the Village will be solely responsible for the operation, maintenance, repair and replacement of the Project as part of the Village's utility system, and the Village will look solely to the Contractor's and Vendor's warranties for remedy of any subsequently identified defects in the construction of the Project.

SECTION 9. ROAD RIGHT OF WAY PERMIT. The Village grants to the District a temporary construction permit to use the Village road rights of ways within the Village for construction of the Project. District acknowledges that the use of the rights of ways is subject to the provisions of Section 337.403, Fla. Stat.

SECTION 10. TERM OF INTERLOCAL AGREEMENT. Unless earlier terminated by the Parties as provided above, this Interlocal Agreement shall terminate on the date all components of the Project are transferred by the District to the Village as

provided in Section 8(F), provided any pending disputes between the Parties pursuant to Section 13 shall survive termination until finally resolved.

SECTION 11. FILING. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Martin County, Florida.

SECTION 12. LIMITED LIABILITY. Neither the Village nor the District, or any agent, officer, official or employee of the Village or the District shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission or commission by the other party hereto and its agents, officers, officials or employees. Nothing in this Interlocal Agreement is intended to be a waiver of either party's sovereign immunity. The terms of this Section 12 shall survive termination or expiration of this Agreement.

SECTION 13. DISPUTE RESOLUTION.

(A) The Parties agree to resolve any dispute related to the interpretation or performance of this Interlocal Agreement in the manner described in this Section 13 prior to filing suit against the other party. Any party may initiate the dispute resolution process by providing written notice to the other party. This Section 13 is intended to provide a dispute resolution process in lieu of the process provided in Chapter 164, Florida Statutes.

(B) After transmittal and receipt of a notice specifying the area or areas of disagreement, the Parties agree to have their authorized representatives meet at reasonable times and places, as mutually agreed upon, to discuss the issues.

(C) If discussions between the Parties authorized representatives fail to resolve the dispute within 60 calendar days of the notice described in subsection (A) above, the Parties shall appoint a mutually acceptable neutral third party to act as a mediator. If the Parties are unable to agree upon a mediator, the mediators selected by the Parties shall, by mutual agreement, select a mediator who is a mediator certified by the Supreme Court of Florida and is a practicing mediator in Indian River, St. Lucie, Martin, or Palm Beach County. The mediation contemplated by this subsection (C) is intended to be an informal and non-adversarial process with the objective of helping the Parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the Parties. The mediator shall assist the Parties in identifying issues, fostering joint problem-solving, and exploring settlement alternatives. The mediator's fee shall be paid in equal shares by each party to the mediator.

(D) If the Parties are unable to reach a mediated settlement within 120 calendar days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other party. In such event, any party may initiate litigation within 120 calendar days of the notice terminating the settlement discussions. Failure by the party

initiating the dispute resolution procedure to commence litigation within the 120 day period shall be deemed to constitute an acceptance of the interpretation or performance of the other party.

(E) In any dispute, each party shall pay the fees, charges and expenses of its own counsel, experts and witnesses.

(F) To the extent Chapter 558, Florida Statutes, is applicable, the Parties expressly opt out of the requirements of Chapter 558, Florida Statutes, within the meaning of Section 558.005(1), Florida Statutes.

(G) The terms of this Section 13 shall survive termination or expiration of this Agreement.

SECTION 14. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of the Village and the District and subsequent ratification by each party's respective governing body. This Interlocal Agreement amends and restates that certain interlocal agreement between the Parties recorded at OR Book 3370, Page 1758, Public Records of Martin County, Florida.

SECTION 15. PROFESSIONAL FEES AND COSTS. Each party shall pay the fees, charges and expenses of its own counsel and professionals in connection with the preparation and implementation of this Agreement.

SECTION 16. ASSIGNMENT. This Interlocal Agreement may not be assigned, in whole or in part, by any Party at any time.

SECTION 17. NON-WAIVER. The failure of either Party to insist upon the other Party's compliance with its obligations under this Interlocal Agreement in any one or more instances shall not operate to release such other Party from its duties to comply with such obligations in all other instances.

SECTION 18. NOTICES. All notices, certificates, demands, approvals or other communications hereunder shall be sufficiently given and shall be deemed given on the date such written communication is delivered by hand delivery, courier or facsimile transmission or 3 calendar days after the date mailed by registered or certified mail, postage prepaid, to the Parties at the following addresses:

Village: Taryn Kryzda, Village Manager
15516 SW Osceola St., Suite B
Indiantown, Florida 34956

Required Copy to: Wade Vose, Village Attorney
Vose Law Firm LLP
324 W. Morse Blvd.
Winter Park, Florida 32789

District: Cindy Cerbone, District Manager
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

Required Copy to: Tucker F. Mackie, District Counsel

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

SECTION 19. EXECUTION IN COUNTERPARTS. This Interlocal Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 20. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 21. ENTIRE AGREEMENT. This Interlocal Agreement constitutes the entire agreement between the Parties pertaining to subject matter hereof and may not be modified orally or otherwise except by written amendments executed by each party hereto.

SECTION 22. BINDING EFFECT. The obligations and covenants of this Interlocal Agreement shall bind and benefit the successors of the Parties hereto.

SECTION 23. APPLICABLE LAW. This Interlocal Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

SECTION 24. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the date the last Party executes this Interlocal Agreement and the filing requirements of Section 11 hereof are satisfied.

[Signature pages follow]

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the District by its Chairman, its seal affixed hereto, as attested by its Secretary of the District, as of the 14th day of August, 2023.

ATTEST:

DISTRICT:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Cindy Cerbone, Asst. Secretary

By: _____

Josh Kellam
Chairman, Board of Supervisors

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization before me this 14th day of August, 2023, by Josh Kellam, as Chairman of the Board of Supervisors, and by Cindy Cerbone, as Assistant Secretary, of the **TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**, a community development district organized under the laws of the State of Florida, on behalf of the community development district, who are [] personally known to me, or [] has produced a valid driver's license as identification.

Notary Public; State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____

IN WITNESS WHEREOF, this Interlocal Agreement has been executed by and on behalf of the Village by its Mayor, its seal affixed hereto, as attested by its Clerk all as of the _____ day of August, 2023.

VILLAGE OF INDIANTOWN, FLORIDA

(SEAL)

ATTEST:

By: _____
Susan Gibbs Thomas, Mayor

By: _____
LaRhonda McBride, Village Clerk

REVIEWED FOR FORM
AND CORRECTNESS:

Wade C. Vose, Village Attorney

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

TERRA LAGO CD
2300 GLADES ROAD, SUITE 410W

BOCA RATON, FL 33431

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the Stuart News, a daily newspaper published at Stuart in Martin County, Florida: that the attached copy of advertisement was published in the Stuart News in the following issues below. Affiant further says that the said Stuart News is a newspaper published in Stuart in said Martin County, Florida, and that said newspaper has heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Stuart News has been entered as Periodical Matter at the Post Offices in Stuart, Martin County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

05/04/2023



Subscribed and sworn to before on May 4, 2023:



Notary, State of WI, County of Brown

3/7/27

My commission expires

KAITLYN FELTY
Notary Public
State of Wisconsin

Publication Cost: \$258.21
Ad No: 0005688196
Customer No: 5615710010C
PO #:

of Affidavits 1

REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

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

Any firm or individual ("Applicant") desiring to provide professional services to the District must: 1) hold applicable federal, state and local licenses; 2) be authorized to do business in Florida in accordance with Florida law; and 3) furnish a statement ("Qualification Statement") of its qualifications and past experience on U.S. General Service Administration's "Architect-Engineer Qualifications, Standard Form No. 330," with pertinent supporting data. Among other things, Applicants must submit information relating to: a) the ability and adequacy of the Applicant's professional personnel; b) whether the Applicant is a certified minority business enterprise; c) the Applicant's willingness to meet time and budget requirements; d) the Applicant's past experience and performance, including but not limited to past experience as a District Engineer for any community development districts and past experience with the Village of Indiantown; 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 one (1) unbound hard-copy and one (1) electronic copy of Standard Form No. 330 and the Qualification Statement by 12:00 p.m. on May 22, 2023 to the attention of Craig Wrathell, Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("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 negotia-

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 Ten Thousand Dollars (\$10,000.00).

Publish May 4, 2023
TCN 5688196

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4B

**REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES
FOR THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**

RFQ for Engineering Services

The Terra Lago Community Development District (the “District”), located in the Village of Indiantown, Florida, announces that professional engineering services will be required on a continuing basis for the District’s public improvements authorized by Chapter 190, *Florida Statutes*. The engineering firm selected will act in the general capacity of District Engineer and will provide District engineering services, as required.

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

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

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

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TERRA LAGO 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.

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4C



The MilCor Group

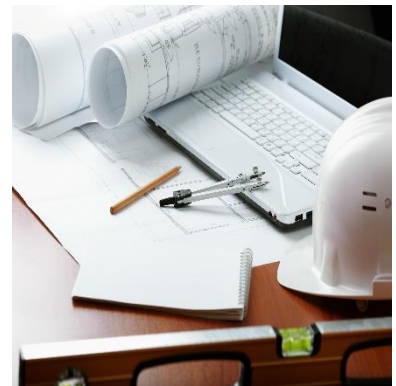
A DIVISION OF HALEY WARD, INC.

**TERRA LAGO
COMMUNITY
DEVELOPMENT
DISTRICT**

**RFQ FOR ENGINEERING
SERVICES**

**QUALIFICATIONS AND
SF330 FORM**

MAY 22, 2023



10975 SE Federal Hwy, Hobe Sound, FL 33455
T: 772.223.8850 | HALEYWARD.COM



The MilCor Group

A DIVISION OF HALEY WARD, INC.

May 22, 2023

Craig Wrathell
Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431

District Manager's Office

**Re: Request for Qualifications for Engineering Services | Terra Lago Community
Development District**

Dear Craig:

The MilCor Group, a Division of Haley Ward, Inc., (Milcor) is pleased to provide our qualifications and SF330 form for the Engineering Services for the Terra Lago Community Development District.

Haley Ward, parent company to MilCor, is an employee-owned professional engineering, environmental and surveying consulting firm with more than 200 employees in Florida, Maine, New Hampshire, Massachusetts, and Connecticut. Our Hobe Sound office, headed by Melissa Corbett, PE has been performing engineering services for Terra Lago since it's establishment. The team in Hobe Sound has extensive experience in Indiantown, having designed and permitted numerous projects in the Village.

We appreciate the opportunity to continue providing services to the Terra Lago Community Development District.

Sincerely,

Lucas Anthony, PE
Regional Manager
Lanthony@haleyward.com





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- a) *Professional Personnel*
- b) *Certified Minority Business Status*
- c) *Meeting Time and Budget Requirements*
- d) *Past Experience and Performance*
- e) *Geographic Location*
- f) *Current and Projected Workloads*
- g) *Previous Work Awarded*

SECTION 3 SF330

SECTION 4 RESUMES



SECTION 1 | FIRM PROFILE

Haley Ward is a 100% employee-owned technical consulting firm offering a wide range of engineering, architectural, environmental, and surveying services focused upon delivering client-based solutions. We are headquartered in Bangor, Maine, with branch offices located in Florida, Maine, New Hampshire, Massachusetts, and Connecticut. We hold all applicable federal, state, and local licenses to perform the requested services, and are authorized to do business in Florida, with four branch offices there.

Haley Ward acquired the MilCor Group (MilCor) in 2022 to continue our growth in Florida and to offer our broader scope of services to MilCor's current and future clients.

MilCor, now a division of Haley Ward, provides civil-site, roadway, stormwater, utilities, agricultural engineering, construction inspection, and project management services. With a strong focus on cost and quality control, continually striving to balance economic, environmental and social responsibilities.

The MilCor team continues to offer the following services from their local offices:

- Civil-Site Design
- Agricultural Engineering
- Public Water System Design
- Sanitary Sewer System Design
- Stormwater System Design
- Roadway Design & Traffic Analysis
- Drainage Evaluations/Analysis
- Lot Grading Plans
- Roadway Design
- Parking & Sidewalk Design
- Construction Engineering Inspection
- Stormwater Pollution Prevention Plans
- NPDES Inspections
- Due Diligence Studies/Reports
- Federal/State/Local Permitting

Haley Ward is available to support them with the following services from other offices:

COMPANY NAME:
*The MilCor Group, a division of
Haley Ward, Inc.*

POINT OF CONTACT:
*Melissa G. Corbett, PE
Project Manager
mcorbett@haleyward.com*

ADDRESS:
*Headquarters
One Merchants Plaza
Suite 701
Bangor, ME 04401*

LOCAL OFFICE:
*10975 SE Federal Hwy
Hobe Sound, FL 33455*

WEBSITE:
www.haleyward.com

PHONE: 772.223.8850
FAX: 207.989.4881



Civil Engineering

Land Use Permitting & Development
Recreational Trails
Campgrounds
Roads & Parking Lots
Transportation & Traffic
Water/Wastewater Treatment & Conveyance
Water Works

Structural/MEP Engineering

Architectural Design
Building Services
Building Evaluations
Capital Needs Assessments & Services
Electrical System Design
Mechanical System Design
Municipal Infrastructure
Structural Design & Analysis
Interior Design

Environmental Engineering

Remediation Services
Solid Waste

Environmental Sciences

Geology/Hydrogeology
Geophysics
PFAS Sampling & Analysis
Solid Waste

Environmental Compliance

Air Emissions
Drinking Water Operations
Environmental Monitoring
Petroleum, Hazardous Materials, Hazardous Waste
Stormwater Compliance
Wastewater Operations & Compliance

Environmental Investigation

Brownfields Redevelopment
Environmental Site Assessments

Natural Resources

Permitting & Licensing
Wetland Habitat Mapping

Industrial Hygiene

Indoor Air Quality Assessments
Asbestos, Lead, & PCB Management Service

Surveying

Surveying Services
Drone Services





SECTION 2 | PROJECT UNDERSTANDING

Though we have joined forces with Haley Ward, at the heart of MilCor we continue to be a local, talented group of professionals dedicated to providing quality service to our clients. As the current Engineer of Record for the newly formed Terra Lago Community Development District, we have an understanding of the entity from the start. Our priority is engineering a value driven, sustainable environment. We also believe that communities must continue to develop and evolve or they will stagnate. The goal of MilCor is to create cost effective engineering solutions that improve the natural surroundings, and support the CDD in its endeavors to grow.

a) Professional Personnel

KEY PERSONNEL

Lead Contact and Senior Project Manager for the project will be Melissa G. Corbett, PE.

Ms. Corbett, previously the President of MilCor, has nearly 25 years of experience in all aspects of civil engineering including overall project management and coordination of projects, feasibility analyses, computer modeling, planning, design, permitting, preparation of reports, preparation of project manuals and cost estimates for water distribution, sanitary sewer collection, storm water, and biosolids systems. Ms. Corbett has also overseen numerous construction activities in the field for commercial, residential and municipal projects. Ms. Corbett and the MilCor Group have been performing the duties of interim District Engineer prior to the release of this RFQ, and remain actively involved in ongoing projects.

SUPPORT PERSONNEL

Additional professional team members supporting the Terra Lago CDD include:

TEAM MEMBER	ROLE
Lucas Anthony, PE	Regional Engineering Manager
Grant Besing, PE	Sr. Project Engineer
Kenneth Rau, PE	Sr. Project Engineer
Ben Kaimen	Site Design and Permitting Support
Kim Little	Permitting Coordinator
Jordan Silva	Construction Management Professional
Sienna Roberge, EI	Utility infrastructure Design and Permitting Support

Resumes for all of our team members can be found in Section 4 of this RFQ, including information on their capabilities, experience, certification, training, and education.



b) Certified Minority Business Status

The MilCor Group, prior to joining Haley Ward, was a certified minority business. The people are the same, but because the company structure has changed, they no longer qualify. The benefit, however, is having over 200 qualified professionals with experience in a vast array of services ready and able to assist.

c) Meeting Time and Budget Requirements

One of the first tasks that Ms. Corbett completed upon founding MilCor was the establishment of our Construction Budget and Schedule Policy, and a Quality Control Program. It is the belief of MilCor that the steps outlined in this Policy /Program aid in completing quality projects on-time and within budgets. The Policy begins with: "The importance of executing the project on schedule and within the anticipated budget is paramount to any project. In order to provide the most efficient design that addresses the project owner's needs, better serve our clients and reduce the potential for claims, it is the policy of MilCor to spend an appropriate amount of time with the project owner, listening to the goals and desires. This is the only way to start off with a clear understanding that we are proceeding in the correct direction." Other considerations include responsibility, Kick-Off meetings, project schedules, and construction budgets and Schedules.

d) Past Experience and Performance

The MilCor team has over 110 years of experience obtaining site approvals and permits from federal, state, and local regulatory agencies and governmental municipalities throughout the Treasure Coast, including:

- Martin County
- St. Lucie County
- Indian River County
- City of Stuart
- City of Port St. Lucie
- City of Fellsmere
- City of Fort Pierce
- Village of Indiantown
- Town of Lake Park
- Loxahatchee River District
- Town of Jupiter
- South Martin Regional Utilities
- Florida Department of Health
- South Florida Water Management District
- St. John's River Water Management District
- Florida Department of Transportation
- Florida Department of Environmental Protection
- Florida Division of Historical Resources
- Florida Department of Agriculture and Consumer Resources
- Army Corps of Engineers
- CSX & FEC Railway
- Fish & Wildlife Commission
- Federal Aviation Administration



PAST PERFORMANCE | *Local Indiantown Experience*

Fort Dawson PUD/Indiantown International Airport

Client Reference: Clyde & Nancy Dawson
Indiantown International Airport, Inc.
PO Box 1234, Indiantown, Florida 34956
772.597.5800 / Fax 772.597.5805
No email available

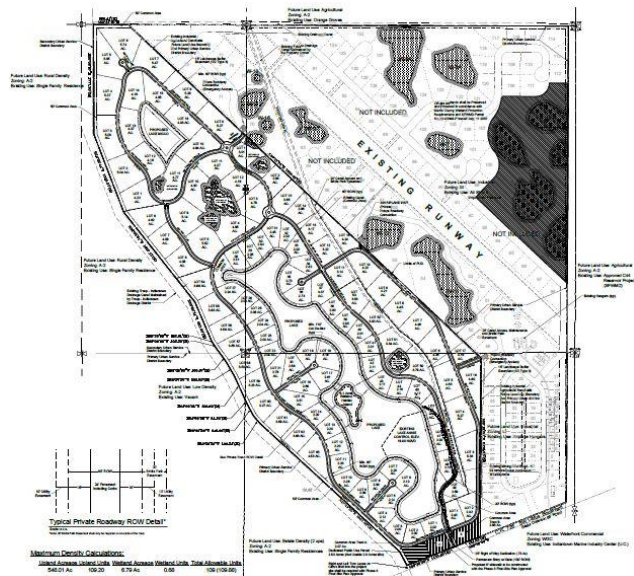
Consultant Fees: \$9,200 for FY 2018; Total \$95,200 since 2008

Construction Cost: N/A – have only excavated a portion of one lake to date.

Completion Date: On-going

Construction Duration: On-going

The Fort Dawson PUD encompasses approximately 1,200 acres located in Indiantown. The project is approved as a six-phase project consisting of 109 single family units, two lakes, airport use, recreational and preserve areas, and airport hangars/runway. MilCor is the Engineer of Record, responsible for the design and permitting of all civil engineering-related facets of the project including, but not limited to, the master storm water management system, roadway design, site grading, and water distribution system. The project includes access to an air strip including taxiways, pedestrian and vehicular bridge crossings. The modeling for the master stormwater management system included approximately 95 acres of lake, approximately 70 acres of wetland preserve and four (4) control structures. In addition, MilCor obtained approval to pave a portion of the grass runway.



Of note to the project, MilCor team members are always looking out for our clients. As the South Florida Water Management District was constructing their intact canal for the C-44 Reservoir, which is located immediately adjacent to the Airport and has a cluster of five wetlands within feet of the property line, MilCor reviewed the District's plans and determined there was no protection for our client's wetlands, which have established control elevations that were several feet above the intact canal. This oversight of wetland protection was pointed out to both our client and the District, prompting the District to offer to purchase the wetlands.



Indianwood Golf Course Clubhouse & Pro Shop

Client Reference: Ron Carr, President
Indianwood Co-Op, Inc.
16336 SW Indianwood Circle
Indianwood, FL 34956
floridagirl@onearrow.net
772.597.3791

Consultant Fees: \$57,000 to date for design, permitting and construction services, approx.

Construction Cost: \$2,240,000 (including vertical construction)

Completion Date: Anticipated in late Dec. 2018

Construction Duration: 9 months

Indianwood is a 141-acre manufactured home community located in Indiantown which includes an 18-hole golf course and amenities. Approval was received for the construction of a new clubhouse and pro shop. MilCor is the Engineer of Record, responsible for the site plan design, permitting, and construction design; including associated vehicle and golf cart parking, sidewalks, stormwater, and utilities. The project is currently under construction and MilCor is providing construction inspection services.



Of note to the project was the challenge of providing water and sewer service to the project. Utilities are provided via the Indiantown Company. Sewer is via a repump from a lift station with a lot of capacity available to a master lift station in the front of the subdivision with very little capacity available. And the most challenging issue in Indiantown is fire suppression. The Indiantown Company does not have the pressure or flow available for standard fire suppression to commercial or industrial properties.



PAST PERFORMANCE | *Governmental Entity Experience*

Caulkins Water Farm

Client Reference: Tom Kenny, Project Manager Ansley Marr, P.E.
Seabranck Management, Inc. South Florida WMD
8340 S. E. Fazio Drive 3301 Gun Club Road
Hobe Sound, Florida 33455 West Palm Beach, FL 33406
tomseabranck@aol.com amarr@sfwmd.gov
772.220.9717 561.682.6419

Consultant Fees: \$750,000 (design, permitting & construction of pilot & exp.)
Construction Cost: \$1,600,000 \$7,500,000
Completion Date: Pilot: February 2014 Expansion: November 2017
Construction Duration: Pilot: 4 months Expansion: 10 months

The Caulkins Water Farm Pilot Project, uniquely located adjacent to the C-44 Canal in Indiantown, is a public/private partnership between South Florida Water Management District (SFWMD) and Caulkins Citrus Company. Its purpose is to store water discharged from Lake Okeechobee, allowing for the removal of pollutants by percolation and evaporation, thereby reducing the harmful effects to the St. Lucie Estuary and Indian River Lagoon. The 413 acre pilot project, operational in 2014, was so successful the project was expanded to over 3,000 acres. The expanded water farm furthered additional public sector involvement, including the Florida Department of Agriculture and Consumer Services and the Department of Environmental Protection. It became operational in late 2017. MilCor is the Engineer of Record, responsible for both the Pilot and Expansion designs, permitting, construction inspection services and on-going monitoring/reporting services. The fees listed above include all costs to date, including density testing and hydroseeding the berm during construction of the expansion.



Of note to this project was the challenge of being the first project to move forward – for both the Pilot Project and the Expansion. Also, the sheer magnitude of the water volumes, the complexity of the calculations required to document the nutrients captured and held on





the property, and coordination between the regulatory agencies: SFWMD, ACOE, FDACS, FDEP. The design was paid for by FDACS, the construction was paid for by SFWMD; all invoice approvals were through SFWMD. Should the Village wish to speak to any of the other governmental entities that we worked with, MilCor will be happy to provide their contract information.

City of Fellsmere

Client Reference: Mark Mathes, City Manager
City of Fellsmere
22 South Orange Street
Fellsmere, FL 32948
772.646.6315

Consultant Fees: \$29,000
Construction Cost: \$800,000 total (estimate)
Completion Date: Regional Lake 2017; Train Village on hold; Rail Trail under Design
Construction Duration: Regional Lake 6 months

MilCor was awarded a Professional Engineering Continuing Services contract with the City of Fellsmere and is the Engineer of Record for the following projects:

Northern Regional Lake: Site design, construction design, permitting, and bidding services for the construction of a 6.0-acre regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA). Services included permitting through St. John's River Water Management District (SJRWMD), ACOE and Fellsmere Water Control District.

Train Village: A train-themed City park utilizing historic buildings and railroad equipment. MilCor designed the construction plans based on a City requested improvements; including City and FDEP utility permitting and Indian River County right of way permitting. Several of the buildings shall be located around the North Regional Lake.



A portion of the Regional Lake and the first of the train village.



Rail Trail: Final Design and permitting services for a recreational pedestrian/equestrian trail that interconnects with the Train Village and North Regional Lake. The rail trail includes a bridge crossing over the Railroad Ditch.

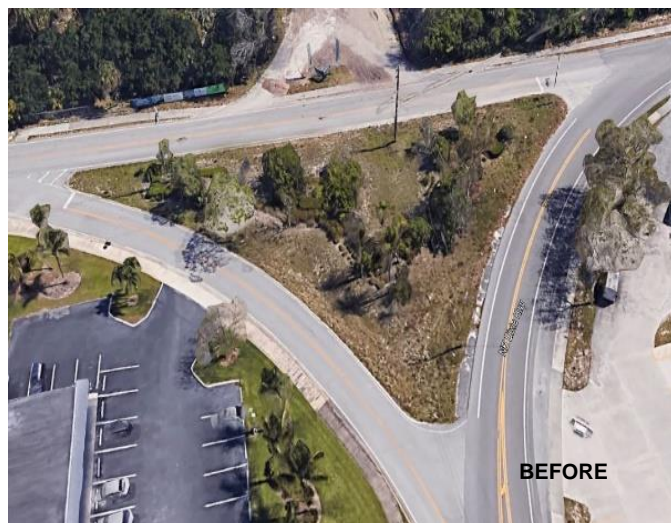
To aid the City with funding of these projects, several grants were applied for in conjunction with the Fountains of Fellsmere Adult Living Facility project located adjacent to the Regional Lake. The property for the lake was donated by the Fountains owner.

Dixie Hwy/Palmer St. Roundabout Improvements

Client Reference:	Dante Fraiegari Meritage Homes 1127 Gateway Blvd. Boynton Beach, FL 33426 Dante.fraiegari@meritagehomes.com 561.847.7517	Lisa Wichser, P.E. Martin Co Eng. Dept. 2401 SE Monterey Rd. Stuart, FL 34996 lwichser@martin.fl.us 772.223.7945
Consultant Fees:	\$75,000	
Construction Cost:	\$1,000,000	
Completion Date:	Certified final complete in June 2018	
Construction Duration:	6 months to substantial completion	

This project was part of the off-site improvements associated with the Langford Landing residential development, located on the former Francis Langford Estate, a 52-acre, 60 single-family unit subdivision with a 60-slip dock, located in Martin County. The MilCor Group has been involved with this project for master plan and final site plan approval, subdivision platting, and construction services. Other associated services included internal roadways, stormwater management system, water, sewer, irrigation and off-site utility extensions, and design of a dock facility.

The roundabout property was The donated to Martin County and all costs of its design and construction were paid for by the developer. The construction design was reviewed and





approved by Martin County. Construction of the roundabout is complete and the certification process is in process. We have listed the developer and the County reviewer as the contacts. It is a great example of public-private partnerships to improve the esthetics of any area.



Of note to this project was the complexity of the design for both the development and the roundabout due to the topography, which on-site ranged from Elev. 7.0 to 44.0 NGVD, and the roundabout has over 10-foot of change within the circle. A Site-Specific MOT was created due to the lane shifts and elevational changes. Additionally, during construction, a new property owner took over the project and did not recognize the historical significance of this property to the surrounding residents. MilCor team members aided the owner in addressing residents' concerns.

e) Geographic Location

MilCor's local office is in Martin County. The primary contact and Senior Project Manager for this proposal, Melissa Corbett, has grown up in this County. She has known the Powers brothers most of their lives. Ms. Corbett has worked for the Dawson's / Fort Dawson / Indiantown International Airport and Caulkins Citrus for over 15 years.

The following is a list of some past and present projects located in Indiantown that MilCor has provided professional engineering services for over the years:

- Caulkins Water Farm
- Fort Dawson/Indiantown International Airport
- Indiantown Commerce & Technology Park
- Indianwood Golf Course Club House & Pro Shop
- Indiantown Marine
- Farm Road Bridge
- Prism Business Park
- The Indiantown DRI
- Venture Commerce Park



Upon Village incorporation and until the induction of the elected Village Council Members, Ms. Corbett participated in many Transition Team meetings as an individual, and on behalf of the Dawsons, providing input based on years of Martin County governmental experience to aid the Village in its forward progress.

Ms. Corbett has been actively involved in both the Martin County and the Village of Indiantown communities for years and has participated as:

- Indiantown Chamber of Commerce, Vice President
- Stuart-Martin County Chamber of Commerce, Past President
- Hobe Sound Chamber of Commerce Governmental Affairs Committee Voting Member
- Martin County Leadership Class 12
- One Martin Board Member

Ms. Corbett is very familiar with giving presentations to governmental bodies, as well as the general public. Each presentation is geared toward the body to whom the presentation is given. Caulkins Water Farm required numerous outreach presentations, including the Indiantown Neighborhood Advisory Committee (NAC).

MilCor is a member of all the Chambers in Martin County and actively participates in meetings to keep a pulse on local issues. MilCor is also members of the Treasure Coast Builders Association and the Martin County Taxpayers Association – both of whom also keep an eye on local concerns.

MilCor is an active partner in shaping our communities. We dedicate time and resources to a wide variety of organizations.

Treasure Coast Wildlife Center – Ms. Corbett is an animal-lover, so her greatest generosity has been to the Treasure Coast Wildlife Center (TCWC). All design, permitting and construction services for the Treasure Coast Wildlife Center's new facility located on Citrus Boulevard in Palm City Farms are 100% DONATED. Treasure Coast Wildlife Center is a non-profit community institution offering help for sick, injured and orphaned wild animal patients in addition to providing information and education for human residents and visitors. MilCor also sponsors, volunteers and participates in fund-raising events. Ms. Corbett keeps bee hives at TCWC and produces honey from the colony. At one of their recent fundraisers, Ms. Corbett provided 40 jars of all-natural honey for TCWC to sell.

Habitat for Humanity – MilCor donated company time and resources for the site plan approval of a new 34 lot subdivision for Habitat for Humanity, which is a nonprofit organization founded on the conviction that every man, woman and child should have



a decent, safe and affordable place to live. We continue to provide services at a greatly reduced rate as needed on an individual basis.

Visionary School of Arts - Ms. Corbett hosted approximately 20 students and their parents at Caulkins Water Farm. What a great experience to see the look on a child's face when they see an alligator in a natural setting for the first time. Students took pictures that were the basis for the School's Save Our River Calendar in 2016.

Additional Charitable Affiliations

- Indiantown Rodeo Sponsor
- Keep Martin Beautiful
- Adopt a Road – Church Street in Hobe Sound, where our office is located
- International Coastal Clean-up
- Florida Ranches Calander
- Halo Animal Rescue – MilCor covers the cost of a rescue dog each month, and sends out pictures / info in an effort to find a loving “forever” home!
- Helping People Succeed
- Molly's House
- Martin County Humane Society
- Martin County Lionfish Round-up
- Martin County Artificial Reef Program
- Humane Society
- Boys & Girls Club of Martin County
- S.P.A.M. Robotics
- For the Love of Paws

f) Current and Projected Workloads

Our team has a current short-term workload that consumes about 70% of its production capacity. However, several current projects are nearing completion. Various tasks for these projects will continue for approximately another year but at a greatly decreased level of effort. Upcoming new projects and new phases of existing projects will require about 50% of staff time over the next two years.

With the additional support of Haley Ward, our current and projected workloads should not interfere with the services needed by the Terra Lago CDD.

g) Previous Work Awarded



As stated in Section 2b, the following is a list of some past and present projects located in Indiantown that MilCor has provided professional engineering services for over the years:

- Caulkins Water Farm
- Fort Dawson/Indiantown International Airport
- Indiantown Commerce & Technology Park
- Indianwood Golf Course Club House & Pro Shop
- Indiantown Marine
- Farm Road Bridge
- Prism Business Park
- The Indiantown DRI
- Venture Commerce Park
- Engineer of Record, Terra Lago CDD

We also understand that part of our role as District Engineer will be coordinating services with other firms that will be providing specialized services that may be required. Our previous work experience in the area and specifically with the District will enhance our ability to provide peer review, support the District in performing needed engineering services, and work with other technical professionals contracted by the District.



SECTION 3 | SF330

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION <i>(City and State)</i> Request for Qualifications for Engineering Services for the Terra Lago Community Development District		
2. PUBLIC NOTICE DATE n/a	3. SOLICITATION OR PROJECT NUMBER n/a	

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE Melissa G. Corbett, PE, Senior Project Manager		
5. NAME OF FIRM The MilCor Group, a division of Haley Ward, Inc.		
6. TELEPHONE NUMBER 772-223-8850	7. FAX NUMBER 772-223-8851	8. E-MAIL ADDRESS mcorbett@haleyward.com

C. PROPOSED TEAM

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

	(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
	PRIME	J-V	PARTNER	SUBCONTRACTOR			
a.	✓				The MilCor Group, a division of Haley Ward <input checked="" type="checkbox"/> CHECK IF BRANCH OFFICE	10975 SE Federal Hwy Hobe Sound, FL 33455	Engineering Services
b.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.					<input type="checkbox"/> CHECK IF BRANCH OFFICE		

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 Melissa G. Corbett	13. ROLE IN THIS CONTRACT District Engineer	14. YEARS EXPERIENCE	
		a. TOTAL 25	b. WITH CURRENT FIRM 15

15. FIRM NAME AND LOCATION *(City and State)*

MilCor Group, a division of Haley Ward, Hobe Sound, Florida

16. EDUCATION *(Degree and Specialization)*

B.S. Civil Engineering, University of Central Florida, 1996

17. CURRENT PROFESSIONAL REGISTRATION *(State and Discipline)*

Florida P.E. #59292

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

Publications: Wastewater Treatment Plant Residuals: Disposal Constraints Lead to Creative Alternative Disposal Options

Awards: 2001 Young Eng. of the Year, FES TC Chapter; 2003 Young Eng. of the Year, FES State

19. RELEVANT PROJECTS

(1) TITLE AND LOCATION <i>(City and State)</i>	(2) YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION <i>(If applicable)</i>
Caulkins Water Farm - Pilot Project, Indiantown, FL	2013	2014
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm a. Engineer in charge of design, permitting and construction of a 400-acre pilot project for capturing excess runoff from the C-44 / Lake Okeechobee. Project involved construction of 3.2 miles of berm.		
Caulkins Water Farm - Expansion Project, Indiantown, FL	2016	2017
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm b. Caulkins was the first Public-Private Partnership to move forward with expansion. Engineer in charge of design, permitting and construction of an expansion to 3000-acre water farm for capturing excess runoff from the C-44 / Lake Okeechobee. Project involved construction of 10 miles of berm, and extreme intergovernmental coordination.		
Box Ranch Ditch Relocation, Hobe Sound, FL	2015	2016
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm c. Engineer in charge of design, permitting and construction of relocation of an existing ditch to along the perimeter of a 1000+ acre parcel that was sold from our client to SFWMD as part of a CERP acquisition. Project included wetland impacts requiring planting and monitoring.		
Fort Dawson, Indiantown, FL	ongoing	ongoing
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm d. Engineer in charge of design, permitting and construction of 1000+ acre aero-equestrian project located in Indiantown. Project includes a 100-acre stormwater lake that addresses run-off from the entire parcel, along with all other civil-site components.		
Fellsmere North Regional Lake, Fellsmere, FL	2017	2018
(3) BRIEF DESCRIPTION <i>(Brief scope, size, cost, etc.)</i> AND SPECIFIC ROLE <input checked="" type="checkbox"/> Check if project performed with current firm e. Engineer in charge of design, permitting and construction of a regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment District.		

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 1
21. TITLE AND LOCATION <i>(City and State)</i> Caulkins Water Farm - Pilot & Expansion Project, Indiantown, FL	22. YEAR COMPLETED PROFESSIONAL SERVICES: 2013 CONSTRUCTION <i>(If applicable)</i> : 2017	

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER George Caulkins	b. POINT OF CONTACT NAME Tom Kenny	c. POINT OF CONTACT TELEPHONE NUMBER 772-220-9717
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Caulkins Water Farm Pilot Project, uniquely located adjacent to the C-44 Canal in Indiantown, is a public/private partnership between South Florida Water Management District (SFWMD) and Caulkins Citrus Company. Its purpose is to store water discharged from Lake Okeechobee, allowing for the removal of pollutants by percolation and evaporation, thereby reducing the harmful effects to the St. Lucie Estuary and Indian River Lagoon. The 413 acre pilot project was designed and permitted in four months. It was also constructed and operational in four months, with the pumps turned on in February 2014. This project received the 2016 Business Award from Keep Martin Beautiful. The Pilot was so successful, Caulkins was the first Public-Private Partnership project to move forward with expansion. The Caulkins Water Farm was expanded from 400 acres to over 3000 acres. The Expansion was designed and permitted in seven months, and constructed in less than one year. It furthered public sector involvement, including the Florida Department of Agriculture and Consumer Services and the Department of Environmental Protection. It became operational in late 2017 (it was ready in October 2017; however, power was not available until December 2017 due to Hurricane Irma). MilCor is the Engineer of Record, responsible for both the Pilot and Expansion designs, permitting, construction inspection services and on-going monitoring/reporting services. Of note to this project was the challenge of being the first project to move forward - for both the Pilot Project and the Expansion. Also, the sheer magnitude of the water volumes, the complexity of the calculations required to document the nutrients captured and held on the property, and coordination between the regulatory agencies: SFWMD, ACOE, FDACS, FDEP. The design was paid for by FDACS, the construction was paid for by SFWMD; all invoice approvals were through SFWMD. **It is worth noting that MilCor has worked for the same client on this parcel for over 20 years, obtaining approvals for canal expansions and 20-acre residential tracts prior to the water farm.**

Pilot Consulting fees & construction costs: \$750,000
 Construction cost for the Expansion was \$7.5M

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. The MilCor Group, a division of Haley Ward, Inc.	Hobe Sound, Florida	Design, Permitting, Construction
b.		
c.		
d.		
e.		
f.		

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 2
21. TITLE AND LOCATION <i>(City and State)</i> Box Ranch/Sunlight Ranch & Kanner Highway, Hobe Sound, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2001-present	CONSTRUCTION <i>(If applicable)</i> 2012

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Burg & Company	b. POINT OF CONTACT NAME Jim Burg	c. POINT OF CONTACT TELEPHONE NUMBER 561-718-9980
------------------------------------	--------------------------------------	--

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

MilCor is the Engineer of Record for approximately 10,000 acres of agricultural land. Our staff has worked closely with the property owner for over 18 years, working on all aspects of the property. The parcel encompasses 37 platted 20-acre lots known as Box Ranch Plat, 50 20-acre lots known as Sunlight Ranch, 49 20-acre lots known as Trailside, and the remainder of the parcel is agricultural lands. Portions of the property were once an active citrus grove with two elevated, pumped reservoirs. MilCor redesigned the drainage system to restore the natural hydrology, eliminating the berms and pumps, to recreate a combination of historical wetlands and upland habitat. The 200 acres of native habitat now serves as the site stormwater system, preserve area, and recreation area for the residents of Sunlight Ranch.

The Sunlight Ranch parcel, which encompasses 1,060 acres, was redesigned from an existing grove into a 20-acre equestrian community. This project included re-grading the site and excavation of two existing elevated storage reservoirs to restore natural hydrology and recreate 180 acres of viable wetland, upland, and lake habitat. The project connects to Kanner Highway, a state road. The off-site improvements included both right and left turn lanes on Kanner Highway, including addressing widening where there were two separate canal crossings. Currently all off-site improvements are constructed, and a 1.35-mile entrance road with separate stormwater system. Sunlight Ranch is currently partially built / partially still in agricultural use.

"Over the past twenty years Melissa & her team have been there for all my needs in regards to all the projects that I have going on. From getting approvals for 1,060 acre Sunlight Ranch and constructing the roads and drainage to the Square Grouper Tiki Bar. Thank you for getting it done.....fast.....and right."

Consultant costs: \$136,200 Construction costs: \$2,000,000+ and ongoing

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME The MilCor Group, a division of Haley Ward, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Hobe Sound, Florida	(3) ROLE Design, Permitting, Construction
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 3
21. TITLE AND LOCATION <i>(City and State)</i> Fort Dawson, Indiantown, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2001-present	CONSTRUCTION <i>(If applicable)</i> on-going

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Clyde Dawson	b. POINT OF CONTACT NAME Clyde Dawson	c. POINT OF CONTACT TELEPHONE NUMBER 772-597-5800
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Fort Dawson is an Aero-Equestrian project that encompasses approximately 1,200 acres located in Indiantown, Florida. MilCor is the Engineer of Record, responsible for the design and permitting of all civil engineering-related facets of the project including, but not limited to, the master storm water management system, roadway design, site grading, and water distribution system. The project includes equestrian / walking trails, access to air strip including taxiways for industrial parcels, pedestrian and vehicular bridge crossings. Completed modeling for the master storm water management system which included approximately 95 acres of lake, approximately 70 acres of wetland preserve and four 4 control structures. In addition, obtained approval to pave a portion of the currently grass runway.

Of note to the project, MilCor team members are always looking out for our clients. As the South Florida Water Management District was constructing their intact canal for the C-44 Reservoir, which is located immediately adjacent to the Airport and has a cluster of five wetlands within feet of the property line, MilCor reviewed the District's plans and determined there was no protection for our client's wetlands, which had established control elevations that were several feet above the intact canal. This oversight of wetland protection was pointed out to both our client and the District, prompting the District to offer to purchase the wetlands.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a.	(1) FIRM NAME The MilCor Group, a division of Haley Ward, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Hobe Sound, Florida	(3) ROLE Design, Permitting, Construction
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 4
21. TITLE AND LOCATION <i>(City and State)</i> North Regional Lake, Fellsmere, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2017	CONSTRUCTION <i>(If applicable)</i> 2018
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER City of Fellsmere	b. POINT OF CONTACT NAME Mark Mathes	c. POINT OF CONTACT TELEPHONE NUMBER 772-646-6315
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

MilCor has been working with both the Mirzam Group, owner of the Fountains of Fellsmere who is dedicating a parcel of land to the City of Fellsmere, and City staff, to design a regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA), as well as the creation of a rail trail / historic train village, and redevelopment of Broadway in an effort to revitalize downtown Fellsmere. The project involved creating a 6.0-acre regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA). Services included permitting through St. John's River Water Management District (SJRWMD), ACOE and Fellsmere Water Control District.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. The MilCor Group, a division of Haley Ward, Inc.	Hobe Sound, Florida	Design, Permitting, Construction
b.		
c.		
d.		
e.		
f.		

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 5
21. TITLE AND LOCATION <i>(City and State)</i> Harmony Ranch & Bridge Road/Pratt Whitney RAB, Hobe Sound, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2001 - Present	CONSTRUCTION <i>(If applicable)</i>
23. PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER Seabranh Management, Inc.	b. POINT OF CONTACT NAME Tom Kenny	c. POINT OF CONTACT TELEPHONE NUMBER 772-220-9717
24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT <i>(Include scope, size, and cost)</i>		

Harmony Ranch originally encompassed approximately 4,650 acre parcel of agricultural land, with roughly 1,200 acres sold to South Florida Water Management District for CERP. **Ms. Corbett has been the engineer of record for the property for over 18 years.** MilCor staff has worked on a broad variety of engineering design issues for Harmony Ranch, including phased construction of 20-acre ranchettes, a flow-through drainage network of interconnected wetlands to aid in water quality in the area, renewal the SFWMD Water Use permit, the sale to SFWMD, and two different potential plans for increased density. This parcel of land is extremely flat, as is somewhat normal in South Florida. The client wants the development to include rolling hills. MilCor staff prepared a 3D Model that drove along the rolling roadways so the client could get a "feel" of how the land would look when finished. Designs also include a roundabout at the intersection of Bridge Road and Pratt Whitney, and a number of other connections with turn lanes.

Consulting fees: \$58,900 At this time, no construction has commenced.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT		
(1) FIRM NAME	(2) FIRM LOCATION <i>(City and State)</i>	(3) ROLE
a. The MilCor Group, a division of Haley Ward, Inc.	Hobe Sound, Florida	Design, Permitting, Construction
b.		
c.		
d.		
e.		
f.		

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 6
21. TITLE AND LOCATION <i>(City and State)</i> Willoughby Golf Club, Stuart, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2008 - present	CONSTRUCTION <i>(If applicable)</i> Most recent 2019

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Willoughby POA	b. POINT OF CONTACT NAME Michelle Reilly	c. POINT OF CONTACT TELEPHONE NUMBER 772-221-2508
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Willoughby Golf Club property encompasses 660 acres. Over the course of many years, it has gradually been permitted by the South Florida Water Management District via separate permits for each of the parcels / basins. The first permit was issued in 1988, prior to the use of Interconnected Pond Routing (ICPR) software for drainage system modeling. To further complicate the system, the original permit included 50 acres of off-site property to the north that drains through the system. During Tropical Storm Faye, the roadway network within the first phase of the property, encompassing 280 acres and 4 basins, flooded and were impassible for many days. Homes were not flooded; however, the flood waters were within inches of the homes. MilCor was hired in 2008 to evaluate the overall system and determine why the roadways were flooding in one section of this property when the remainder of the system was functioning correctly. What was designed? What was permitted? What was constructed? MilCor obtained copies of all of the permits, and prepared an exhibit with the permit numbers and discharge rates.

During our background investigation, we determined: (1) More off-site pass-through flow was connected to Willoughby than was originally anticipated. (2) Some of the internal piping was sized too small. (3) Some of the internal piping was not constructed correctly.

We then utilized the data we found during our investigation and created a new ICRP model. After running the simulation, we verified our results with the owner to determine that the model data was accurate. Our results demonstrated that with minor pipe modifications, the system would function properly.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

a. (1) FIRM NAME The MilCor Group, a division of Haley Ward, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Hobe Sound, Florida	(3) ROLE Design, Permitting, Construction
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 7
21. TITLE AND LOCATION <i>(City and State)</i> Jensen Beach Country Club, Jensen Beach, FL	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES 2019	CONSTRUCTION <i>(If applicable)</i>

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER Jensen Beach CC HOA	b. POINT OF CONTACT NAME David Edson, P.E.	c. POINT OF CONTACT TELEPHONE NUMBER 508-728-7469
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24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

MilCor has recently completed a drainage assessment of Jensen Beach Country Club (JBCC), including inspecting the status of over 300 structures and 250 buried pipes. JBCC encompasses approximately 400 acres; however, the contributing drainage basin encompasses over 1,100 acres. We also compared the construction plans vs. record drawings, reviewed the South Florida Water Management District Permit, lakes, wetland, and structures in wetlands in order to obtain an overall understanding of how the stormwater system functions. This was a necessary step as development of JBCC was part of the West Jensen DRI, platted as 10 separate plats, and constructed in multiple phases. The first phase of construction started around 1997 with the sales models and construction continuing until the final phase, in plats 9 & 10, was completed in 2016.

We then prepared a report that included the following:

- Status of each structure and pipe
- Deficiencies in the system
- Prioritization of the repairs for all deficiencies found, along with engineer's opinion of probable cost
- Recommended maintenance schedule

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

(1) FIRM NAME a. The MilCor Group, a division of Haley Ward, Inc.	(2) FIRM LOCATION <i>(City and State)</i> Hobe Sound, Florida	(3) ROLE Design, Permitting, Construction
b.		
c.		
d.		
e.		
f.		

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL <i>(From Section E, Block 12)</i>	27. ROLE IN THIS CONTRACT <i>(From Section E, Block 13)</i>	28. EXAMPLE PROJECTS LISTED IN SECTION F <i>(Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)</i>									
		1	2	3	4	5	6	7	8	9	10
Melissa G. Corbett	Senior Project Manager	X	X	X	X	X	X	X			

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	Caulkins Water Farm - Pilot & Expansion Project	6	Willoughby Golf Club
2	Box Ranch/Sunlight Ranch & Kanner Highway	7	Jensen Beach Country Club
3	Fort Dawson	8	
4	North Regional Lake, Fellsmere	9	
5	Harmony Ranch & Bridge Road	10	

H. ADDITIONAL INFORMATION

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

Additional information is included in the body of the Qualifications Document.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE



32. DATE

05/22/2023

33. NAME AND TITLE

Lucas Anthony, PE, Regional Engineering Manager

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 The MilCor Group, a division of Haley Ward			3. YEAR ESTABLISHED 45	4. UNIQUE ENTITY IDENTIFIER MA54U1NN2W85
2b. STREET 10975 SE Federal Hwy			5. OWNERSHIP	
2c. CITY Hobe Sound	2d. STATE FL	2e. ZIP CODE 33455	a. TYPE S Corp (ESOP)	
6a. POINT OF CONTACT NAME AND TITLE Melissa Corbett, PE, Senior Project Manager			b. SMALL BUSINESS STATUS n/a	
6b. TELEPHONE NUMBER 772-223-8850		6c. EMAIL ADDRESS mcorbett@haleyward.com		
8a. FORMER FIRM NAME(S) (If any) CES Inc. to Haley Ward Inc.in 2020 The MilCor Group, Inc.			8b. YEAR ESTABLISHED 1978 2008	8c. UNIQUE ENTITY IDENTIFIER Same, name change only 26-2959425

7. NAME OF FIRM (If Block 2a is a Branch Office)
Haley Ward, Inc.

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees		a. Profile Code	b. Experience	c. Revenue Index Number (see below)
		(1) FIRM	(2) BRANCH			
02	Administrative	32		A06	Airports; Navaid; Airport Lighting;	2
06	Architect	2		A10	Asbestos Abatement	4
07	Biologist	1		B02	Bridges	2
08	CADD Technician	15	2	E02	Educational Facilities; Classrooms	5
12	Civil Engineer	28	2	G01	Garages; Vehicle Maint. Facilities	1
15	Construction Inspector	6	2	G04	Geographic Information Sys. Serv.	1
18	Cost Engineer/Estimator	1		H01	Harbors; Jetties; Piers; Ship Term.	3
23	Environmental Engineer	6		H02	Hazardous Materials Hand. & Stor.	2
24	Environmental Scientist	17		I01	Industrial Buildings; Manuf. Plants	6
30	Geologist	3		I03	Industrial Waste Treatment	6
34	Hydrologist	2		J01	Judicial and Courtroom Facilities	4
36	Industrial Hygienist	2		L02	Land Surveying	7
37	Interior Designer	1		L04	Libraries; Museums; Galleries	1
38	Land Surveyor	19		O01	Office Buildings; Industrial Parks	5
42	Mechanical Engineer	3		R04	Recreation Facilities	5
48	Project Manager	25	1	S04	Sewage Collection, Treatment, Dis.	6
56	Specifications Writer	1		S05	Soils & Geologic Studies; Found.	4
57	Structural Engineer	6		S07	Solid Wastes; Incineration; Landfill	6
58	Technician/Analyst	45	1	T03	Traffic & Transportation Engineer	1
				W01	Warehouses & Depots	1
				W03	Water Quality Monitoring	5
	Other Employees					
Total		215	8			

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS
(Insert revenue index number shown at right)


a. Federal Work	2
b. Non-Federal Work	8
c. Total Work	8

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

- | | |
|---|---|
| 1. Less than \$100,000 | 6. \$2 million to less than \$5 million |
| 2. \$100,000 to less than \$250,000 | 7. \$5 million to less than \$10 million |
| 3. \$250,000 to less than \$500,000 | 8. \$10 million to less than \$25 million |
| 4. \$500,000 to less than \$1 million | 9. \$25 million to less than \$50 million |
| 5. \$1 million to less than \$2 million | 10. \$50 million or greater |

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE 	b. DATE May 22, 2023
c. NAME AND TITLE Lucas Anthony, PE, Regional Engineering Manager	



SECTION 4 | RESUMES



Melissa G. Corbett, P.E.

Senior Project Manager

mcorbett@haleyward.com | 772.223.8850

Melissa G. Corbett has nearly 25 years of experience in all aspects of Civil Engineering including overall project management and coordination of projects, feasibility analyses, computer modeling, planning, design, permitting, preparation of reports, preparation of project manuals and cost estimates for water distribution, sanitary sewer collection, storm water, roadways, and biosolids systems. Melissa has also overseen construction activities in the field for commercial, residential, agricultural, and municipal projects.

PROFESSIONAL HISTORY

2008 – Present

The MilCor Group, Inc. – a division of Haley Ward, Inc.
Regional Engineering Manager

2001 - 2008

Engineering and Water Resources
Vice President/Partner

1997 - 2001

LBFH, Inc.
Project Manager / Engineer



CORE EXPERTISE:

Microsoft Office
ICPR

EDUCATION:

B.S. (1996) Civil Engineering,
University of Central Florida

REGISTRATIONS:

Professional Engineer
Florida (#59292)

AFFILIATIONS:

Florida Engineering Society
National Society of
Professional Engineers
Florida Water Environment
Association
Florida Association of
Environmental Professionals
Florida Stormwater
Association



PROJECT EXPERIENCE

Residential/Industrial Development | Fort Dawson

Project Manager / Engineer responsible for a 1200 acre residential/industrial development in Indiantown, Florida. Responsible for design and permitting for all engineering-related facets of the project including the conceptual master storm water management system, roadway design, site grading, and water distribution system. Completed modeling for the conceptual master storm water management system which included approximately 95 acres of lake, approximately 70 acres of wetland preserve and four 4 control structures.

Farm Road Bridge Replacement | Martin County

Project Manager / Engineer working for the Martin County Engineering Department responsible for design and permitting for the removal of an existing bridge in Indiantown, and replacement with a culverted crossing, including determination of contributing drainage area and hydraulic sizing. Services include design, permitting, signage, striping, value engineering and construction inspection.

Agricultural Land Management | Box Ranch and Harmony Ranch | Martin County

Project Manager / Engineer for approximately 10,000 acres of agricultural land. Melissa has been the engineer of record for the property owner for over 20 years, working on all aspects of the property including a flow-through drainage network of interconnected wetlands to aid in water quality in the area, and renewal the South Florida Water Management District (SFWMD) Water Use permit. The parcel encompasses 37 platted 20-acre lots known as Box Ranch Plat, 50 20-acre lots known as Sunlight Ranch, 49 20-acre lots known as Trailside, and the remainder of the parcel is agricultural lands. The most recent work on the property involved the sale of a portion of the property that is included in the Comprehensive Everglades Restoration Plan (CERP). The project has required extensive hydraulic modeling and coordination with SFWMD.

Roundabout Design | Langford Landing Development | Martin County

Project Manager / Engineer responsible for the redesign of a triangular roadway intersection to create a new roundabout located in Jensen Beach (Martin County). This new roundabout is the gateway entrance to the Langford Landing development, a residential development with associated dock. Responsible for design, permitting, and certification of the on and off-site improvements.



Hobe Sound Bridge Sewer Design | Martin County

Project Manager / Engineer working for the Martin County Engineering Department responsible for design of sewer service to the Hobe Sound Bridge Tender's facility which is located above the Intracoastal Waterway. Prior to this project, the bridge tender had a portalet located outside of the building. Melissa also worked with the South Martin Regional Utility to extend a water main under the same construction contract. Services included determining how and where to penetrate the bridge tender's building, how to attach the main to the building, and where to locate a grinder pump within the building. Project complete.

Sunset Bay Marina and Anchorage | City of Stuart

Project Manager / Engineer responsible for design and permitting of the redevelopment of the City of Stuart's anchorage into Sunset Bay Marina and Anchorage, requiring close coordination between the surveyor, planner, marina contractor, electrical contractor, fuel contractor, and owner's representative. Design, permitting, and construction inspection of water, sewer, stormwater, riverwalk, irrigation, and off-site utilities.

Floating Dock Design Indian RiverSide Park

Project Manager / Engineer responsible for design and permitting of floating docks for an existing park. The design included a combination fixed and floating ramp system to meet ADA accessibility for an existing fixed dock that is approximately 6-feet above the water level in the river. Provided design, permitting, construction inspection, and final certification services.



Lucas Anthony, P.E.

Regional Engineering Manager

lanthony@haleyward.com | 207.989.4824

Lucas Anthony has over 22 years of experience in the Civil Engineering field. As a Civil Project Professional, Lucas has a wide variety of experience in site design, preparation of local, state, and federal permit applications, and design of municipal water and wastewater treatment plant improvements.

PROFESSIONAL HISTORY

2023 – Present

Haley Ward, Inc.
Regional Engineering Manager

2020 – 2021

Wright-Pierce
Project Manager

2019 – 2020

AirWorks Solutions
Account Executive

2017 – 2019

Gorrill Palmer
Project Manager

2015 – 2017

Bowman Consulting, Ltd.
Senior Project Manager

2001 – 2015

Kimley-Horn and Associates, Inc.
Shareholder / Project Manager



CORE EXPERTISE:

*AutoCAD
HydroCad
ICPR*

EDUCATION:

*B.S. (1997) Civil Engineering,
University of Maine*

REGISTRATIONS:

*Professional Engineer
Florida (#58543)
Maine (#15250)
Virginia (#0402058331)*

*Real Estate Sales Associate
Florida (SL3355556)*



Grant Besing, P.E.

Senior Project Engineer

gbesing@haleyward.com | 772.223.8850

Grant Besing, a licensed Professional Engineer in Florida, has more than 35 years of experience with land development, and public works projects for both the public and private sectors. Grant's skills include project design for roadways which include the expansion of existing roadways to create additional trip capacity; design of roadways within newly created right of ways to serve future developments.

PROFESSIONAL HISTORY

2022 – Present

The MilCor Group Inc. – a division of Haley Ward, Inc.
Senior Project Engineer

2003 – 2022

Winningham & Fradley, Inc
Project Engineer

1997 - 2002

Hawkins Engineering, Inc
Project Engineer

1992 – 1997

Winningham & Fradley, Inc
Project Engineer

1990 – 1992

City of Plantation, Florida
Assistant City Engineer

1985 – 1990

Winningham & Fradley, Inc
Project Engineer



CORE EXPERTISE:

*MicroStation
Excel
Quadro Pro*

EDUCATION:

*B.S. (1983) Civil Engineering
Purdue University*

REGISTRATIONS:

*Professional Engineer
Florida (#40046)
LEED AP*



PROJECT EXPERIENCE

Nob Hill Road Design | Broward County | Parkland, Florida

Design of Nob Hill Road from Hillsboro Boulevard to Loxahatchee Road (0.8 Miles) of collector roadway. Project consisted of the design, permitting and project administration of a multi lane roadway interconnecting two collector roadways. The road cross section included a median, four lanes and corresponding bike lanes. Design items included utility infrastructure containing water and sewer main extensions within the right of way for service of proposed developments and, a pedestrian path below the main roadway using a Con-Span Bridge to provide access. The installation of the pedestrian path under the roadway required vertical alignments to provide adequate cover for the pedestrian path structure.

University Drive Design | Broward County | Parkland, Florida

Design a .5-mile stretch of road called University Drive from Hillsboro Boulevard to Loxahatchee Road. Project consisted of the design, permitting and project administration of a city street to provide access to a proposed development. Roadway included the paving, drainage, and markings for a collector roadway extension between two collector roadways. Design included transitioning of the roadway within the right of way to avoid obstructions located within the right of way. Realignment provided a safe roadway for the ultimate users.

Hillsboro Boulevard Design | Broward County | Parkland Florida

Grant was responsible for the design of the Hillsboro Boulevard alignment from University Drive east to its connection point at the intersection of Parkside Drive. The alignment, approximately 1.9 miles, provided an alternate path to allow for a more efficient use of the property it was bisecting. After obtaining alignment and section approval, design of roadway's eastern 0.6 miles. Roadway included the design of a 200-foot diameter round-a-bout at the intersection of Everglades Way. The final design featured an astatic center piece while promoting safe access thru and intersection for those traveling thru the intersection and those entering at this location. Permitted the alignment with the governmental agencies controlling the roadway.

Low Speed Residential Streets | Broward County | Florida

Design and permitting of low-speed residential streets within city right of way and streets under the control of private entities. The design included safety upgrades for bicycle and pedestrian access within the vehicle corridor. Alternate alignments included the incorporation of the pedestrian access within the street corridor or design of a separate path away from the vehicle corridor. Alternate designs allowed the public to provide input on how access was to be provided to the public.



Turn Lane/Driveway Access | Broward County | Florida

Grant was responsible for the design and permitting of turn lanes located on state, county, and city streets to provide access to adjacent properties. Duties included the coordination with the client and the agencies to incorporate a design to provide safe access for the public and ensure adequate access is provided to the property.



Kenneth Rau, P.E.

Senior Project Engineer

krau@haleyward.com | 772.223.8850

Kenneth Rau, a licensed Professional Engineer in Florida, has more than 15 years' experience with water resources, land development, and public works projects for both public and private entities. Kenneth's skills include project analysis; design; stormwater modeling; regulatory agencies permitting; and due diligence report preparation. His specialty areas are design review and quality assurance.

PROFESSIONAL HISTORY

2018 – Present

The MilCor Group Inc. – a division of Haley Ward, Inc.
Senior Project Engineer

2012

Higgins Engineering, Inc.
Project Engineer

2006

Creech Engineering, Inc.
Project Engineer



CORE EXPERTISE:

*AutoCAD
Office
ICPR*

EDUCATION:

*B.S. (2006) Civil
Engineering Florida Institute
of Technology*

REGISTRATIONS:

*Professional Engineer
Florida (#77738)
FDEP Qualified Stormwater
Management Inspector
(#16733)*



PROJECT EXPERIENCE

Indiantown Marine Services | Indiantown, Florida

As Project Engineer, Kenneth was responsible for project review, quality control, geotechnical coordination, and remediation recommendations for the on-going Indiantown Marine project, a private Marina and Boat storage facility located along the C-44 Canal in Indiantown.

Sneed Road Culvert Replacement - St. Lucie County | Fort Pierce, Florida

St. Lucie County requested our services, and Kenneth was the Project Engineer responsible for the emergency design and replacement of a failed 54-inch diameter culvert with a 60-inch culvert located in Fort Pierce. The project included hydraulic analysis, structural coordination, pavement replacement, striping, and maintenance of traffic design.

Willoughby Golf Club Development | Stuart, Florida

Kenneth was the Project Engineer for the Willoughby Development. On this project, Kenneth was responsible for identifying and addressing ongoing drainage concerns. Services included identifying issues, researching historic drainage patterns, determining various remediation options, design and modeling of solutions, coordination, and project permitting.

Multi-Family Development – Trillium | Stuart, Florida

While Project Engineer, Kenneth responsible for the design and permitting of on- and off-site improvements for a 76-unit multi-family development located in the City of Stuart, Florida. Design included on-site roadway, stormwater, water, and sewer. There was also an off-site design which involved turn lanes, sidewalk extensions, improvements to existing roadway for beautification, drainage modifications and utility extensions.

Seaside | Stuart, Florida

As Project Engineer, Kenneth's duties included the design and permitting of on- and off-site improvements for a 75-unit multi-family development located in the City of Stuart, Florida. The design included on-site roadway, stormwater, water, and sewer while off-site design included turn lanes, sidewalk extensions, improvements to existing roadway for beautification, and utility extensions.

Single-Family Housing - Sabal Pointe | Jensen Beach, Florida

Kenneth was the Project Engineer responsible for the design and permitting of on- and off-site improvements for a single-family development located in Martin County, Florida. Design included on-site roadway on a sand ridge with grade changes from Elev. 18.0 to 49.0 feet NAVD., stormwater, water, and sewer. The off-site design elements included roadway opening, turn lanes, sidewalk extensions, improvements to existing roadway, and utility extensions.



Benjamin Kaiman

Project Manager

bkaiman@haleyward.com | 207.588.0055

Ben has over eighteen years of experience in the Civil Engineering field with an emphasis in water resources and coastal high hazard design. He has contributed to a broad portfolio of projects including work with municipalities, private developers, contractors, and the Department of Transportation performing utility and stormwater design, project management, and construction administration services throughout the United States. Ben is well versed in coastal high hazard and environmentally sensitive zone design requirements. He is experienced in the preparation of local, state and federal permit applications to include local site plan applications, Site Location of Development Act (SLODA) Permits, Stormwater Permits, National Resource Protection Act (NRPA) Permits, Federal Emergency Management Agency (FEMA) map amendment applications, etc.

PROFESSIONAL HISTORY

2021 – Present

Haley Ward, Inc.
Project Manager

2019 – 2021

Alliant Engineering, Inc.
Project Manager

2003 – 2019

W.F. McCain & Associates, Inc.
Project Engineer/Manager
Senior Civil Designer
CADD Technician



CORE EXPERTISE:

*Residential Site Design and Permitting
Commercial Site Design and Permitting
Utilities
Construction Administration
Coastal High Hazard Design*

EDUCATION:

*M.S. Civil Engineering (2019)
University of North Florida

B.S. Civil Engineering (2016)
University of North Florida*

REGISTRATIONS:

FBPE Engineer Intern

AFFILIATIONS:

*American Society of Civil Engineers (ASCE)
Coast, Oceans, Ports & Rivers Institute (COPRI)*



PROJECT EXPERIENCE

Saco Self Storage Facility | Saco Maine

Ben is currently serving as Project Manager on a 349-unit self-storage facility located along Portland Road in Saco, Maine. Services include site layout, grading and stormwater management design, land use permitting, and project coordination with the client, abutters, and the City of Saco. Permitting on this project includes local site plan and Maine Department of Environmental Protection (MDEP) Stormwater permitting.

Lewiston Dialysis Clinic | Lewiston Maine

As an integral part of a multi-discipline design team, Ben is the lead all phases of site design and permitting as Haley Ward's Project Manager on this re-development site in Lewiston, Maine. This project includes FEMA Conditional Letter of Map Revision (CLOM-R) and Letter of Map Revision (LOM-R) flood map amendment permitting as well as local and state land use permit applications.

East Orrington Business Park | Orrington Maine

Provided project management services for the Town of Orrington to permit the subdivision of town land for the creation of the East Orrington Business Park.

***Sweet Grass Planned Unit Development | St. Marys, Georgia**

Served as project manager on a multi-phase, multi-use planned unit development in St. Marys, Georgia that consisted of 698 multi-family units, 384 single-family units, over 90,000 square feet of commercial space and a municipal fire station.

***Taco Bell | Multiple Locations throughout the US**

Served as client manager and Project Manager for a national client to develop Taco Bell restaurants.

***Spring Lake Subdivision | Palm Coast, Florida**

Led all phases of site design and permitting to develop a 421-lot single-family residential subdivision in Palm Coast, Florida. While under construction, this project presented a particular challenge due to flood zone requirements and the preservation and incorporation of onsite wetlands.

***Matanzas West Multifamily Apartments | Palm Coast, Florida**

Led all phases of site design and permitting to develop a 285-unit apartment complex on 185 acres that was confined to the isolated upland pockets. The site responsibilities included construction management services.



***Rib Crib Restaurants | Kansas City, Missouri**

Served as client manager and Project Manager for a regional client to develop a Rib Crib restaurant in downtown Kansas City.

***Downtown Distribution Site Re-Development | Vero Beach, Florida**

As Project Manager, Ben led the civil and structural design team in the re-development of a 60's era service station site, converting the existing building into a restaurant in downtown Vero Beach. This project won an Industry Appreciation Award from the Indian River Chamber of Commerce for Small Project Renovation.

***Key Largo Wastewater Treatment District, Basin G and H | Key Largo, Florida**

Provided project management services and led the design of nearly 12 miles of vacuum sewer, a vacuum pump station and three miles of force main sewer design to serve 3000 ± residents as part of a \$2.2 Billion Environmental Protection Agency (EPA) funded grant to provide clean sewer service to the Florida Keys. Performed the study/master plan for the two basins to determine the most cost-effective service methods and US Route 1 routing. The study and permitting phases of the project required close coordination with the local Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) offices covering Monroe County and required design and Maintenance of Traffic (MOT) consideration above and beyond normal FDOT permitting (utility) requirements. It was coordinated with an ongoing roadway improvement project that was concurrently under design along with existing trail locations along the project's route. Worked closely with FDOT during the design to properly establish MOT plans for construction safety issues and traffic control issues per FDOT requirements, as well as accommodating future FDOT roadway improvements.

***Kawama Yacht Club Marina Re-Construction | Key Largo, Florida**

Provided Project Management, assistance to design team, coordination with local, state, and federal permitting agencies and provided full construction management services for a 120-slip marina and boat ramp.

*Projects/Experience under previous employment.



Kim Little

Senior Project Professional

klittle@haleyward.com | 772.223.8850

Kim Little has worked in permit management of civil engineering land development projects for over 16 years. This entails all aspects of project permitting through local, county and state regulatory agencies from initial strategic planning, quality control of submittals, approval, construction certification and compliance documentation. Kim specializes in superior customer service with proactive coordination and follow up with all agencies and team members to ensure project permitting and certification schedules and deadlines are met.

PROFESSIONAL HISTORY

October 2015 – Present

The MilCor Group Inc. – a division of Haley Ward, Inc.
Senior Project Professional

August 2008 – October 2015

Culpepper & Terpening, Inc.
Permit Specialist/Office Manager

April 2006 – August 2008

Arcadis US, Inc.
Project & Permit Coordinator



CORE EXPERTISE:

*Adaptability
Communications
Customer Service Skills
Electronic File Management
Office management
Organization
Permit Management
Project Management
Research
Team Leadership
Time Management*

EDUCATION:

*A.A. Business Administration,
Kaskaskia
College - Illinois*

REGISTRATIONS:

Notary Public



PROJECT EXPERIENCE

Pennock Preserve – Planned Unit Development | Jupiter, Florida

A multi-phased 111-unit subdivision in south Martin County. This project encompassed 302 acres and ownership changed several times during the development and construction. Initial permitting was required, transfer and extension of permits several times and five certification processes through Martin County South Florida Water Management District, Town of Jupiter, Loxahatchee River District, and Florida Department of Environmental Protection. The construction was re-phased several times.

Riverbend Planned Unit Development | Palm City, Florida

A 47-unit subdivision located on 54 acres fronting the St. Lucie River in St. Lucie County. Construction began during the recession and project ownership changed several times as well as taking over six years to sell the home sites. Additional approvals, permits transfers and extensions were required throughout construction until final certifications were obtained.

Jensen Dunes Adult Living Facility | Jensen Beach, Florida

A 340-bed Residential Care Facility consisting of three buildings, a common area pool, and associated parking, utilities, and stormwater management system. Kim provided all permitting services through the various regulatory agencies.

Seaside | Stuart, Florida

A 75-unit multi-family townhome development in Stuart required Kim's coordination and expediting of construction plan approvals through the City of Stuart, South Florida Water Management District and Florida Dept of Environmental Protection. Permit approvals were received in record time allowing construction to commence ahead of schedule.

Osprey Preserve | Jensen Beach Florida

A 9.8-acre multi-family townhome development in Jensen Beach which was fully permitted and approved through the City of Stuart with all permits in hand when the developer canceled the project. The project was dormant for over a year and then was purchased and the new owner revised design and the project was revived and processed through the City of Stuart and all regulatory agencies again.

Atlantic Aviation Improvements | Stuart, Florida

A fixed base operator leasing 18.7 acres at Witham Field Airport in Stuart. The addition of new hangars required three separate full site plan design services with full construction plans which were expedited approval through Martin County. Additionally, permitting services were required through the Federal Aviation Administration and Florida



Department of Environmental Protection. Design through construction certification was completed within two years.

City of Fellsmere North Regional Lake | Fellsmere, Florida

Kim provided Permitting services for the construction of a 6.0-acre regional lake to provide nutrient reduction and water quality credits for the City's Community Redevelopment Area (CRA) through St. John's River Water Management District (SJRWMD), ACOE and Fellsmere Water Control District.

Crosstown Parkway | Port St. Lucie, Florida

Kim was the permit expediter for the platting and right-of-way permitting requirements for the construction of a 10-mile, east-west six lane parkway through the heart of the City of Port St. Lucie. It was designed to ultimately connect the northern Tradition communities with the U.S. 1 Highway. Kim's work effort included property acquisition assistance.

Florida Power & Light Company | Multiple Locations in Florida

Permit Management was provided by Kim for numerous Florida Power & Light electrical substation expansion projects located in St. Lucie, Indian River, Martin, and Lee counties. Kim was responsible for obtaining the required municipality site and building permit approvals; stormwater drainage permit approvals, including Southwest Florida Water Management District and St. Johns River Water Management District; and construction certification in accordance with each agency. These projects also included right-of-way permitting from various entities for the extension of the transmission lines from the St. Lucie Nuclear Plant to serve the expansions.



HALEY WARD

ENGINEERING | ENVIRONMENTAL | SURVEYING

Jordan S. Silva

Construction Management Professional

jsilva@haleyward.com | 978.648.6025

Jordan S. Silva has 5 years of construction engineering experience with concentration in the areas of new construction, demolition, renovation, and building restoration. Her project experience includes project management, construction oversight, estimating, permitting, site investigations and contract preparation.

In addition, Jordan has experience with construction specifications and QA/QC responsibilities.

PROFESSIONAL HISTORY

2021 – Present

Haley Ward, Inc.
Construction Management Professional

2019 – 2021

Christensen Building Group
Houston, TX
Assistant Project Manager

2017 – 2018

Dellbrook, JKS
Falmouth, MA
Project Engineer

2016 – 2017

University of Maine, Orono
Teacher's Assistant to Professor
Construction Engineering Technology Dept.



CORE EXPERTISE:

*Construction Management
Resident Project
Representative*

EDUCATION:

*University of Maine
Orono, ME
Bachelor of Science,
Construction Engineering
Technology 2017*

CERTIFICATIONS & SKILLS:

*MACP
LACP
PACP II
Procore
OSHA 30
Building Connected
Bluebeam
CPR & AED*



PROJECT EXPERIENCE

Sewer Rehab, Natick, MA – Project included \$3,800,000 sewer line rehabilitation and tv-ing. Responsibilities included supervision of lateral linings for a portion of the three-year length of the project.

Fox Hill Water Main, Natick, MA – Project included installation of approximately 2,450 linear feet of new eight-inch ductile iron water main lines as well as 1,520 linear feet of new eight-inch sewer force main pipe with a new pump station. in a residential area. Responsibilities included construction oversight and resident project representative duties for the water main, pump station installation and road paving. Project cost was \$1,683,000.

Indian Ridge Water Main Replacement, Natick, MA– Project included install approximately 5,300 linear feet of eight-inch diameter water main lines in a residential area. Responsibilities include construction oversight and resident project representative duties.

Clayton Geneological Library Houston, TX – Project included a \$300,000 exterior renovation, oversee the project as the owner's project manager.

Wannacomet Water Co., Nantucket, MA – Project included the phased renovation and new construction of a 4,800 S.F. \$3.9 million facility.

Tomahawk Storage Building, Nantucket, MA – Assistant project manager for a ground up 91,868 S.F. five story storage and residential building. Project cost was \$13.9 million.

Sturdy Memorial Hospital, Attleboro, MA – Assistant Project Manager for the renovation of an occupied 1,500 S.F. CT suite, project cost was \$745,000.

West Falmouth Library, MA – Project included the \$2 million historical renovation and restoration of 5,600 S.F. building. Involvement in the close out process of the project.

Martha's Vineyard Aircraft Rescue & Fire Fighting Building, MV, MA – Project involved the demolition and new construction of a \$9.9 million 19,000 S.F. facility.



Sienna Roberge, E.I.

Civil Engineer

sroberge@haleyward.com | 207.989.4824

Sienna has approximately four years' experience working on a variety of municipal infrastructure design projects. As a Civil Municipal Engineer, Sienna has gained experience in site design, utility infrastructure design, and utility asset management. Sienna is particularly experienced in design, permitting, and construction administration for new treatment systems that remove per- and polyfluoroalkyl substances (PFAS) from drinking water in New England.

PROFESSIONAL HISTORY

2023 – Present

Haley Ward, Inc.
Civil Engineer

2021 – 2022

Community Engineering Corps
Project Lead

2020 – 2022

Woodard & Curran
Water Infrastructure Engineer

2019 – 2020

University of Vermont
Graduate Research Assistant



CORE EXPERTISE:

*PFAS Treatment
Bluebeam Revu
ArcGIS Pro*

EDUCATION:

*M.S. (2020) Civil and
Environmental Engineering,
University of Vermont
B.S. (2019) Environmental
Engineering, University of
Vermont*

REGISTRATIONS:

*Engineering Intern
(Anticipated to obtain
Professional Engineer
License in June 2023)*



PROJECT EXPERIENCE

PFAS Removal Treatment Systems | New England

Lead engineer role in the design, permitting, bidding, and construction administration for four separate, full-scale PFAS removal treatment systems for municipalities in New England. Design phase responsibilities included coordination for pilot testing, preparing specifications and bid documents, and preparing environmental and design permits. Construction administration responsibilities included project organization for record keeping and retention, submittal and Request for Information (RFI) reviews, and preparing project change documents.

Stormwater Mapping | Ellsworth, Maine

Engineer responsible for mapping the existing stormwater assets for the City of Ellsworth, Maine in both ArcGIS Pro and in Google MyMaps programs to support an evaluation of the existing infrastructure and the City's ability to meet current and future regulatory requirements.

Best Management Practices Inspection | Bar Harbor, Maine

Field Engineer for the construction of a new housing development with responsibilities that included inspecting stormwater best management practices, maintaining client relations, and maintaining the project schedule.

Septic System Design | North Woodstock, New Hampshire

Project Lead, responsible for managing a team of professionals to design a septic system for a tiny home community in North Woodstock, New Hampshire through the non-profit organization Vet's Rest Stop. Coordinated the donation of the designed septic system materials to the organization by the manufacturer.

Research | Vermont

Clustering watersheds in and around Vermont by temporal semivariogram data to update the State of Vermont's regional hydraulic geometry curves (RHGCs) by stratification. The Vermont RHGCs are used to determine bankfull characteristics of rivers and streams for designing flood resilient infrastructure such as stream crossings and embankments along rail lines.



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TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

4D

**Terra Lago Community Development District
Request for Qualifications – District Engineering Services**

Competitive Selection Criteria

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

Board Member's Signature

Date

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

TERRA LAGO CD
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 Coordinator of the Stuart News, published in Martin County, Florida: that the attached copy of advertisement, being a Public Notices was published on the publicly accessible website of Martin County, Florida, or in a newspaper by print in the issues of, on:

07/10/2023

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

Nicole Jacobs

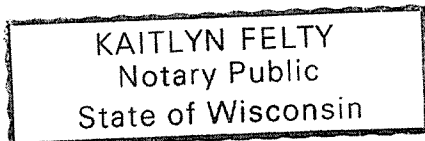
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on July 10, 2023:

Kaitlyn Felty

Notary, State of WI, County of Brown

317127

My commission expires



Publication Cost: \$417.24
Ad No: 0005753996
Customer No: 2360642
PO #:

of Affidavits 1

**NOTICE OF REQUEST FOR
QUALIFICATIONS FOR
Progressive Design-Build
Services for
Wastewater Treatment Plant
Improvements
FOR THE TERRA LAGO
COMMUNITY DEVELOPMENT
DISTRICT**

The Terra Lago Community Development District (the "District"), located in the Village of Indiantown, Florida (the "Village"), hereby announces that is soliciting qualification statements from teams, firms, and individuals ("Respondent") for progressive design-build services, including design and labor and construction services for public improvements for the replacement of the Village's Wastewater Treatment Plant ("WWTP Project"), as authorized by Chapter 190, Florida Statutes and as more fully described in the Project Manual. This solicitation is referred to herein as the "RFQ."

The "Project Manual," consisting of a description of the WWTP Project, instructions to respondents, response forms, and other materials, will be available upon request from the Wrathell, Hunt and Associates, LLC (the "District Manager") at gillyardd@whhassociates.com and are expected to be available beginning July 10, 2023, at 9:00 a.m. (Eastern Time). There will be a mandatory pre-submittal conference on July 24, 2023 at 10:00 a.m. at the Village of Indiantown WWTP located at 14843 SW 168th Avenue, Indiantown, Florida 34956.

The District reserves the right in its sole discretion to make changes to the Project Manual up until the Response Deadline (defined herein), and to provide notice of such changes only to those Respondents who have provided their contact information to the District Manager via e-mail at gillyardd@whhassociates.com.

**TIME IS OF THE ESSENCE WITH
RESPECT TO THE WWTP PROJ-
ECT.**

To be eligible to submit a response to this RFQ ("Response"), a Respondent must:

- 1) hold applicable federal, state and local licenses;
- 2) be authorized to do business in Florida in accordance

with Florida law;
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 as outlined under Selection Criteria;
4) attend mandatory pre-submittal conference; and
5) meet all qualification requirements set forth in the Project Manual.

Responses will be evaluated as provided in the Project Manual and in accordance with the District's Rules of Procedure. The Selection Criteria in the Project Manual are as follows:

- Ability and Adequacy of Professional Personnel
- Past Performance and Experience
- Geographic Location
- Project Approach and Ability and Willingness to Meet Time and Budget Requirements
- Certified Minority Business Enterprise
- Recent, Current and Projected Workloads
- Volume of Work Previously Awarded to Respondent by District

The District will review all Responses in compliance with Florida law, including the Chapter 190, Florida Statutes, and the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Respondents interested must submit one (1) unbound hardcopy and one (1) electronic copy on a flash drive of Standard Form No. 330 and the Qualification Statement by 11:00 a.m. on August 7, 2023 (the "Response Deadline") to [the offices of the District Engineer, Haley Ward, Inc., attention Melissa Corbett, located at 10975 S.E. Federal Highway, Hobe Sound, Florida 33455. Responses will be publicly opened at that same location and date at 11:30 a.m.

Responses must be in the form provided in the Project Manual and submitted in a sealed envelope, marked with "RESPONSE TO TERRA LAGO CDD'S REQUEST FOR QUALIFICATIONS - WWTP PROJECT." The District reserves the right to return unopened to the Respondent any Response received after the Response

Deadline. Each Response must remain binding for a minimum of one hundred twenty (120) days after the response opening.

The District reserves the right to reject any and all responses, make modifications to the work, award contracts in whole or in part with or without cause, and waive minor or technical irregularities in any response, as it deems appropriate, and if the District determines in its discretion that it is in the District's best interests to do so.

Any protest regarding the terms of this Notice, or the Selection Criteria, must be filed in writing, within seventy-two (72) hours (excluding weekends and holidays) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based must 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 will constitute a waiver of any right to object or protest with respect to aforesaid Notice or Selection Criteria. Any person who files a notice of protest must 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 Ten Thousand Dollars (\$10,000.00). In the event the protest is successful, the protest bond will be refunded to the protestor. In the event the protest is unsuccessful, the protest bond will be applied towards the District's costs, expenses and attorney's fees associated with hearing and defending the protest. Failure to timely file a protest, or failure to timely post a protest bond, will result in a waiver of proceedings under Chapter 190, Florida Statutes, and other law.

The selected Respondent will be required upon award to furnish payment and performance bonds for one hundred percent (100%) of the value of the contract (as described in the Project Manual), with a surety acceptable to the District, and in accordance with Section 255.05, Florida Statutes.

Any and all questions relative to this RFQ or the WWTP Project must be directed in writing by e-mail only to the the Wrathell, Hunt, and Associates, LLC (the "District Manager") at gillyardd@whhassociates.com, with e-mail copies to the District Engineer, at mcorbett@haleyward.com, and Tucker Mackie ("District Counsel"), at tucker.mackie@kutakrock.com. No phone inquiries will be accepted.
Publish July 10, 2023
TCN 5753996

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

5D

Terra Lago Community Development District
Request for Qualifications – Progressive Design-Build Services
Wastewater Treatment Plant Improvements

Selection Criteria Ranking

	Ability and Adequacy of Professional Personnel	Past Performance and Experience	Geographic Location	Project Approach and Ability and Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Volume of Work Previously Awarded to Respondent by District	TOTAL SCORE
	<i>weight factor</i>	25	25	20	15	5	5	100
	NAME OF RESPONDENT							
1	Florida Design Drilling, LLC							
2	US Water Services Corporation							

Board Member's Signature

Date

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6A

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

TERRA LAGO CD
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 Coordinator of the Stuart News, published in Martin County, Florida: that the attached copy of advertisement, being a Public Notices was published on the publicly accessible website of Martin County, Florida, or in a newspaper by print in the issues of, on:

07/25/2023, 08/01/2023

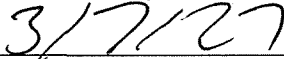
Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.



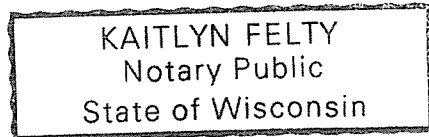
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on August 1, 2023:



Notary, State of WI, County of Brown



My commission expires



Publication Cost: \$287.28

Ad No: 0005773223

Customer No: 2360642

PO #:

of Affidavits 1

NOTICE OF PUBLIC HEARING
TO CONSIDER THE ADOPTION
OF THE FISCAL YEAR
2023/2024 BUDGET; AND NO-
TICE OF REGULAR BOARD OF
SUPERVISORS' MEETING.

The Board of Supervisors ("Board") of the Terra Lago Community Development District ("District") will hold a public hearing on August 14, 2023 at 1:00 p.m., at Indian-town Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955 for the purpose of hearing comments and objections on the adoption of the proposed budget ("Proposed Budget") of the District for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"). 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, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (561) 571-0100 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.terrala.gov.

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 hearing or meeting. There may be occasions when staff or board members 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
PubDates July 25 Aug 1, 2023
TCN 5773223

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

6B

RESOLUTION 2023-36

THE ANNUAL APPROPRIATION RESOLUTION OF THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors (“**Board**”) of the Terra Lago Community Development District (“**District**”) proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) 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 TERRA LAGO 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 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 Terra Lago Community Development District for the Fiscal Year Ending September 30, 2024.”
- 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 2023/2024, the sum of \$108,040 to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$108,040
TOTAL ALL FUNDS	\$108,040

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 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 14TH DAY OF AUGUST, 2023.

ATTEST:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

Exhibit A: Fiscal Year 2023/2024 Proposed Budget

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
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Definitions of General Fund Expenditures	2

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Estimated	
REVENUES					
Landowner contribution	\$ 84,348	\$ 16,537	\$ 67,811	\$ 84,348	\$ 108,040
Total revenues	<u>84,348</u>	<u>16,537</u>	<u>67,811</u>	<u>84,348</u>	<u>108,040</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording**	36,000	10,000	26,000	36,000	48,000
Legal	25,000	6,036	18,964	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,000	-	5,000	5,000	5,000
Arbitrage rebate calculation*	-	-	-	-	750
Debt service fund accounting***	-	-	-	-	5,500
Dissemination agent*	583	-	583	583	2,000
Trustee*	-	-	-	-	5,000
Telephone	200	83	117	200	200
Postage	250	-	250	250	250
Printing & binding	500	208	292	500	500
Legal advertising	6,500	-	6,500	6,500	6,500
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	750
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	210	-	210	210
Total expenditures	<u>84,348</u>	<u>16,537</u>	<u>67,811</u>	<u>84,348</u>	<u>108,040</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-	-	-	-
Fund balance - beginning (unaudited)	-	-	-	-	-
Fund balance - ending (projected)	-	-	-	-	-
Unassigned	-	-	-	-	-
Fund balance - ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

*** For 2nd bond issuance and for each subsequent bond issuance

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording**	\$ 48,000
<p>Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.</p>	
Legal	25,000
<p>General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.</p>	
Engineering	2,000
<p>The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	5,000
<p>Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation*	750
<p>To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Debt service fund accounting***	5,500
Dissemination agent*	2,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.</p>	
Trustee	5,000
<p>Annual fee for the service provided by trustee, paying agent and registrar.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	250
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Letterhead, envelopes, copies, agenda packages</p>	
Legal advertising	6,500
<p>The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.</p>	
Annual special district fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance	5,500
<p>The District will obtain public officials and general liability insurance.</p>	
Contingencies/bank charges	750
<p>Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.</p>	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	<u><u>\$ 108,040</u></u>

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

7

**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (the "Agreement") is made and entered into this ____ day of _____, 2023, by and between:

Terra Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the Village of Indiantown, Florida, with a mailing address of 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Terra Lago, LLC, a Delaware limited liability corporation and the developer of the lands in the District ("**Developer**") with a mailing address of 3333-24 Virginia Beach Blvd., Virginia Beach, Virginia 23452.

Recitals

WHEREAS, the District was established by an ordinance adopted by the Village of Indiantown, Florida, 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 2023/2024, which year commences on October 1, 2023, and concludes on September 30, 2024 (the "FY 2024 Budget"); and

WHEREAS, the FY 2024 Budget, which both 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 FY 2024 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:

SECTION 1. The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the FY 2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the FY 2024 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's FY 2024 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

SECTION 2. The District shall have the right to file a continuing lien (the "Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the FY 2024 Budget" in the public records of Martin County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the FY 2024 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed

Lien for portions of the Property subject to a plat if and when the Developers have demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developers sell any of the Property described in **Exhibit B** after the execution of this Agreement, the Developers' rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developers.

SECTION 3. In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

A. At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement, or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Martin County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

B. The District hereby finds that the activities, operations and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197 or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Martin County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

SECTION 4. This instrument shall constitute the final and complete expression of the agreement between 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.

SECTION 5. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

SECTION 6. This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the

event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted FY 2024 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the FY 2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the FY 2024 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

SECTION 7. 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 and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

SECTION 8. This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity 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 subject to the terms of Paragraph 6 above.

SECTION 9. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 10. This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

SECTION 11. The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

SECTION 12. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

ATTEST:

**TERRA LAGO COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**TERRA LAGO, LLC, A DELAWARE
LIMITED LIABILITY COMPANY**

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 Budget
Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2023/2024 Budget

Exhibit B

Description of the Property

BBLs
SURVEYORS, INC.
9001 HIGHLAND WOODS
BOULEVARD, SUITE 3
BONITA SPRINGS, FLORIDA, 34135
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION

**TERRA LAGO
CDD PROPERTY**

A PARCEL OF LAND LOCATED IN SECTION 31 AND SECTION 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 5 AND SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA THENCE RUN N.89°49'20"E , ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, FOR A DISTANCE OF 49.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 609, ALSO KNOWN AS ALLAPATTAH ROAD (A 100 FOOT WIDE RIGHT OF WAY), THE SAME BEING THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°49'20"E., ALONG THE NORTH OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,608.57 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN N.89°48'26"E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN S.89°42'23"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,658.97 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE RUN S.00°06'47"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 5,285.06 FEET; THENCE RUN S.89°53'29"W., FOR A DISTANCE OF 1,339.70 FEET; THENCE RUN S.00°32'10"W., FOR A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE RUN S.89°53'29"W., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,305.12 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN S.00°15'22"W., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 735.04 FEET; THENCE RUN S.89°55'45"W., FOR A DISTANCE

OF 262.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.09°26'15"E., A RADIAL DISTANCE OF 1,511.71 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,511.71 FEET THROUGH A CENTRAL ANGLE OF 16°53'41", SUBTENDED BY A CHORD OF 444.14 FEET, AT A BEARING OF N.72°06'54"W., FOR A DISTANCE OF 445.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.64°10'56"W., FOR A DISTANCE OF 112.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.65°11'59"W., A RADIAL DISTANCE OF 916.97 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 916.97 FEET THROUGH A CENTRAL ANGLE OF 11°26'54", SUBTENDED BY A CHORD OF 182.92 FEET, AT A BEARING OF S.30°31'28"W., FOR A DISTANCE OF 183.22 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°18'00"W., FOR A DISTANCE OF 547.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.53°42'23"W., A RADIAL DISTANCE OF 710.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 47°52'11", SUBTENDED BY A CHORD OF 576.09 FEET, AT A BEARING OF S.60°13'42"W., FOR A DISTANCE OF 593.19 FEET TO THE END OF SAID CURVE; THENCE RUN S.84°09'48"W., FOR A DISTANCE OF 657.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS S.07°12'57"E., A RADIAL DISTANCE OF 539.63 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 539.63 FEET THROUGH A CENTRAL ANGLE OF 46°29'11", SUBTENDED BY A CHORD OF 425.91 FEET, AT A BEARING OF S.59°32'28"W., FOR A DISTANCE OF 437.82 FEET TO THE END OF SAID CURVE; THENCE RUN S.37°57'51"W., FOR A DISTANCE OF 37.98 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710, ALSO KNOWN AS SW WARFIELD BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN N.53°40'15"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 158.22 FEET TO THE SOUTHERLY LINE OF ROWLAND CANAL; THENCE RUN N.53°06'07"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 355.51 FEET; THENCE RUN N.76°36'51"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 116.05 FEET; THENCE RUN N.82°39'00"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 860.88 FEET; THENCE RUN N.80°01'43"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 172.69 FEET; THENCE RUN N.45°08'23"E., FOR A DISTANCE OF 179.41 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.36°18'12"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 641.08 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.53°42'05"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 800.20 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN N.36°21'21"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 193.92 FEET; THENCE RUN N.00°00'56"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,574.47 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.89°15'25"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3,801.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 609 ; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2,389.88 FEET; THENCE RUN N.89°49'20"E., FOR A DISTANCE OF 158.00 FEET; THENCE RUN N.00°05'26"E., FOR A DISTANCE OF 208.00 FEET; THENCE RUN S.89°49'20"W., FOR A DISTANCE OF 158.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 100.02 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 766.48 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710 (SW WARFIELD BOULEVARD), HAVING A BEARING OF N53°40'15"W.

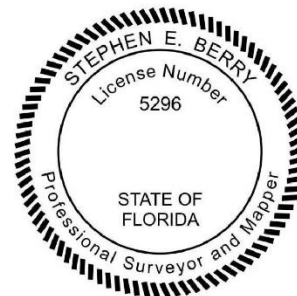
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

**Stephen
Berry**

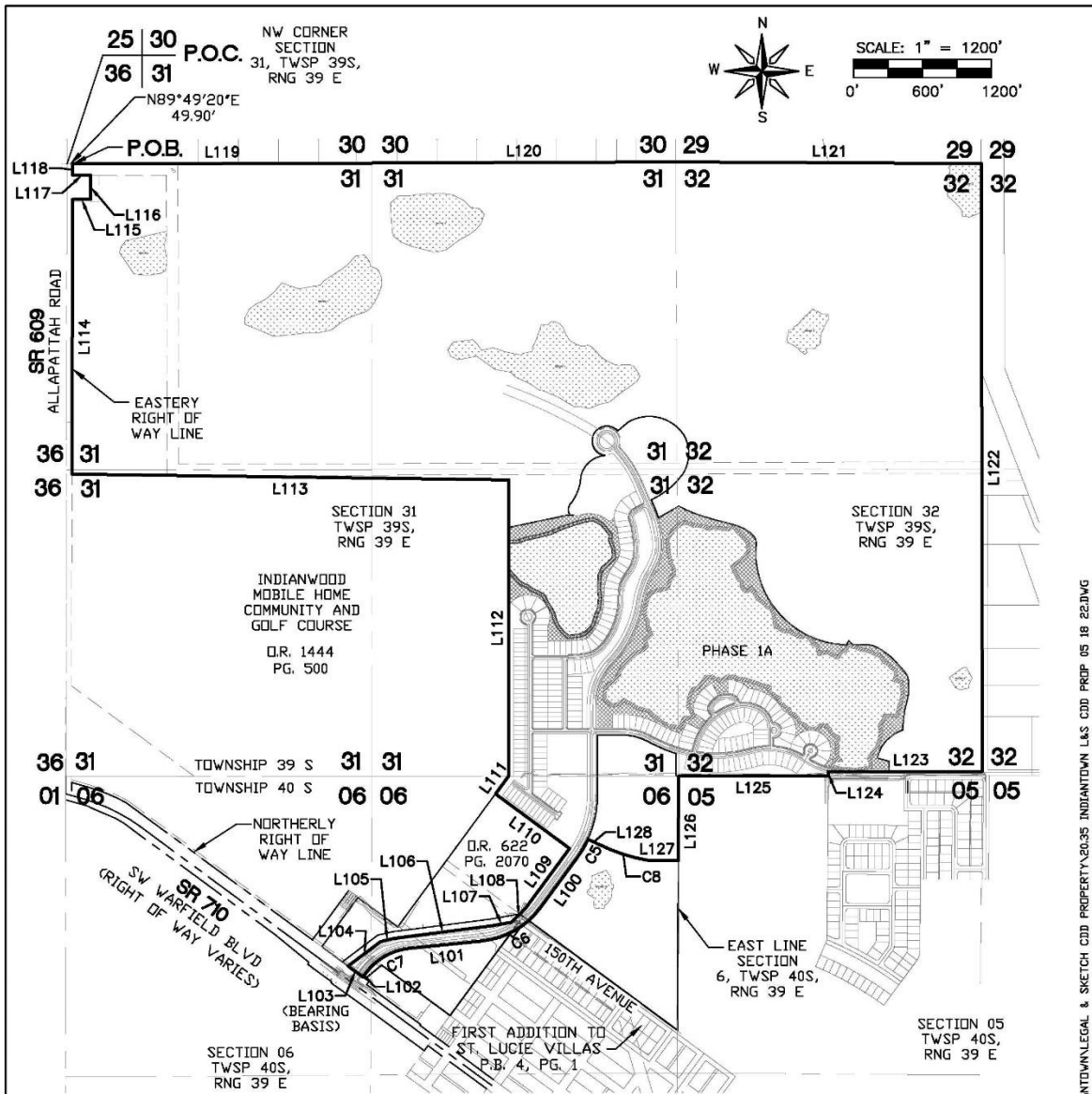
Digitally signed by Stephen Berry
DN: c=US, ou=LS 5296, o=BBL5
Surveyors, inc., cn=Stephen Berry,
email=sberry@bblsinc.net
Date: 2022.05.18 15:23:21 -04'00'

05/18/22

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBL5 SURVEYORS INC., (L.B. #8033)
PROOFED BY SEB



(SEE ATTACHED SKETCH – SHEET 4 OF 5 AND SHEET 5 OF 5)



LEGEND:

- P.O.C.** POINT OF COMMENCEMENT
- P.O.B.** POINT OF BEGINNING
- D.R.** OFFICIAL RECORDS BOOK
- PG.** PAGE
- P.B.** PLAT BOOK
- SR** STATE ROAD
- BLVD** BOULEVARD
- RNG** RANGE
- TWSP** TOWNSHIP

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 833 HAVING A BEARING OF N53°40'15"W.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
- 4.) SEE SHEET 5 OF 5 FOR LINE TABLE

THIS IS NOT A SURVEY

SHEET 4 OF 5

DATE:	05/18/22
FIELD BOOK:	N/A
DRAWN BY:	SEB
APPROVED:	SEB
JOB NO.:	2435
SCALE:	1"=1200'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

TERRA LAGO - CDD PROPERTY, A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA

BBL SURVEYORS, INC.
 9001 HIGHLAND WOODS BLVD,
 SUITE 3, BONTA SPRINGS,
 FLORIDA, 34135 (239) 597-1315

\\NRS\DATA\PROJECTS\2020\2035 INDIANTOWN\LEGAL & SKETCH CDD PROPERTY\20-35 INDIANTOWN L&S CDD PROP 05 18 22.DWG

Line Table		
Line #	Direction	Length
L100	S36°18'00"W	547.03
L101	S84°09'48"W	657.00
L102	S37°57'51"W	37.98
L103	N53°40'15"W	158.22
L104	N53°06'07"E	355.51
L105	N76°36'51"E	116.05
L106	N82°39'00"E	860.88
L107	N80°01'43"E	172.69
L108	N45°08'23"E	179.41
L109	N36°18'12"E	641.08
L110	N53°42'05"W	800.20
L111	N36°21'21"E	193.92
L112	N00°00'56"E	2574.47
L113	N89°15'25"W	3801.55
L114	N00°05'26"E	2389.88
L115	N89°49'20"E	158.00
L116	N00°05'26"E	208.00
L117	S89°49'20"W	158.00
L118	N00°05'26"E	100.02
L119	N89°49'20"E	2608.57

Line Table		
Line #	Direction	Length
L120	N89°48'26"E	2643.62
L121	S89°42'23"E	2658.97
L122	S00°06'47"E	5285.06
L123	S89°53'29"W	1339.70
L124	S00°32'10"W	35.00
L125	S89°53'29"W	1305.12
L126	S00°15'22"W	735.04
L127	S89°55'45"W	262.41
L128	N64°10'56"W	112.47

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Brg.
C5	183.22	916.97	11°26'54"	182.92	S30°31'28"W
C6	593.19	710.00	47°52'11"	576.09	S60°13'42"W
C7	437.82	539.63	46°29'11"	425.91	S59°32'28"W
C8	445.76	1511.71	16°53'41"	444.14	N72°06'54"W

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
 O.R. OFFICIAL RECORDS BOOK
 PG. PAGE
 P.B. PLAT BOOK
 SR STATE ROAD
 BLVD BOULEVARD
 RNG RANGE
 TWSP TOWNSHIP

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 833 HAVING A BEARING OF N53°40'15"W.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THIS IS NOT A SURVEY

SHEET 5 OF 5

DATE: 05/18/22
 FIELD BOOK: N/A
 DRAWN BY: SEB
 APPROVED: SEB
 JOB NO.: 2025
 SCALE: 1"=1200'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TERRA LAGO - CDD PROPERTY, A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA

EELS SURVEYORS, INC.
 9001 HIGHLAND WOODS BLVD,
 SUITE 3, BONTA SPRINGS,
 FLORIDA, 34135 (239) 597-1315

\\NRS\DATA\PROJECTS\2020\2025 INDIANTOWN\LEGAL & SKETCH CDD PROPERTY\20-35 INDIANTOWN L&S CDD PROP 05 18 22.DWG

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

8

**CONSTRUCTION FUNDING AGREEMENT BETWEEN THE
TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
AND TERRA LAGO, LLC**

THIS CONSTRUCTION FUNDING AGREEMENT (“Agreement”) shall be effective the ___ day of _____, 2023, by and between:

Terra Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Village of Indiantown, Martin County, Florida (“**District**”), and

Terra Lago, LLC, a Delaware limited liability company, with a mailing address of 3333-24 Virginia Beach Blvd., Virginia Beach, Virginia 23452 (“**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Village of Indiantown, Florida, pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is the owner of undeveloped lands located within the boundaries of the District (“**Development**”) upon which the District's improvements have been or will be made; 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, the District is anticipated to be without sufficient funds available to provide for the construction of anticipated improvements and facilities for the development of the District, as more particularly described in the *Master Capital Improvement Plan*, dated February 2023, attached as **Exhibit A** and incorporated herein by this reference, which may be updated from time to time, prior to the issuance of an anticipated future series of bonds, to include construction and any design, engineering, legal, or other construction or administrative costs (collectively, the “**Project**”); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements for the Project, prior to the issuance of bonds, the Landowner desires to provide the funds necessary to enable the District to proceed with such improvements; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Project and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement are to be reimbursed from the proceeds of those bonds subject to the terms and conditions set forth herein and in compliance with Florida and federal law.

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

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

2. FUNDING. Landowner hereby acknowledges that the sole source of funding for the Project at this time is through funds remitted pursuant to this Agreement unless and until bonds are issued. This Agreement does not obligate the District to issue bonds now or in the future. Landowner agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the construction of the Project, provided however that the District shall give the Landowner reasonable notice and a reasonable time to object to the cost or scope of work prior to commencing any developer-funded construction project. Landowner will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.

3. REPAYMENT. The parties agree that the funds provided by Landowner pursuant to this Agreement are reimbursable from proceeds of the District's planned issuance of tax-exempt bonds. Within forty-five (45) days of receipt of the proceeds of the bonds for the financing of the Project, the District shall reimburse Landowner until i) full reimbursement is made or ii) until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Project within five (5) years of the date of this Agreement, and thus does not reimburse the Landowner for the funds advanced, then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments (so long as such funds are properly reimbursable from the issuance of tax-exempt bonds) which might be levied or imposed by the District in the District's reasonable discretion, and this Agreement shall automatically terminate.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than fifteen (15) days from the date of receipt of such notice to cure monetary defaults and thirty (30) days to cure other defaults; provided, however, if any non-monetary default cannot reasonably be cured within thirty (30) days, then such cure period shall be extended so long as the performing party has commenced to cure within thirty (30) days and diligently proceeds to complete such cure.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing

party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings, as awarded by such court or arbitrator.

6. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

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

8. 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.

9. NOTICES. All notices, requests, consents and other communications hereunder ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Terra Lago Community Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Cindy Cerbone

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

B. If to Developer: Terra Lago, LLC
3333-24 Virginia Beach Blvd.
Virginia Beach, Virginia 23452
Attn: [REDACTED]

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

10. 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 permitted assigns.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Martin County, Florida, and the parties hereby consent to such exclusive jurisdiction.

13. EFFECTIVE DATE. The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.

14. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

15. EXCULPATION. No direct or indirect member, partner, shareholder, manager, trustee, trust beneficiary, director, officer, manager, or employee of any party hereto shall have any liability under this Agreement.

16. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

[Remainder of this page left intentionally blank]

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

ATTEST:

**Terra Lago Community
Development District**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

WITNESS:

Terra Lago, LLC,
a Delaware limited liability company,

Witness

By: _____
Name:
Title:

Witness

By: _____
Name:
Title:

Exhibit A: *Master Capital Improvement Plan*, dated February 2023

Exhibit A

Master Capital Improvement Plan, dated February 2023

[See attached]



The MilCor Group

A DIVISION OF HALEY WARD, INC.

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT MASTER CAPITAL IMPROVEMENT PLAN

February 2023

Prepared For:
Terra Lago Community Development District

Prepared By:
The MilCor Group
A Division of Haley Ward, Inc.

1. Overview
 - a. The Development
 - b. The District
2. Purpose and Scope
 - a. Governmental Actions
 - b. Master Capital Improvement Plan
3. Internal Roadway System
4. Wastewater Collection
5. Water Distribution
6. Reclaimed Water Distribution System
7. Stormwater Management System
8. Off-Site Roadway Improvements
 - a. SR-710
 - b. Indianwood Interconnection
 - c. American
 - d. Church Roundabout
 - e. Allapatah Road
9. Landscape, Hardscape, and Irrigation
10. Parks and Common Area
 - a. Trails and Open Space
 - b. Preservation Areas
 - c. Pocket Parks
11. Underground and Street Lighting Electrical System
12. Professional Services
13. Ownership and Maintenance
14. Project Costs
15. Conclusions

- Exhibits:
- Exhibit A District Boundary Exhibit
 - Exhibit B District Boundary Legal Description
 - Exhibit C Permit Summary
 - Exhibit D Ownership & Maintenance Matrix
 - Exhibit E Opinion of Probable Capital Cost

Melissa G. Corbett
P.E. #59292
EBR #32664
February 14, 2023

Final Terra Lago CDD Master CIP | Feb. 23 | MGC | Page 1



10975 SE Federal Hwy, Hobe Sound, FL 33455
T: 772.223.8850 | HALEYWARD.COM



TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT MASTER CAPITAL IMPROVEMENT PLAN

1. Overview

a. The Development

Terra Lago (the "Development"), a newly planned, multi-generational neighborhood located in the heart of the Village of Indiantown (the "Village"), is being planned by Terra Lago, LLC, formerly Warfield Investments, LLC, an affiliate of The Garcia Companies (the "Developer"), an outside-the-box real estate development firm with a decades long history of creating strong, sustainable environments crafted to enhance the communities in which they are located.

The Development is currently planned as a suburban mixed-use development on approximately 766.48 acres, which stretches south from SW Warfield Boulevard (SR 710), just east of Indianwood Drive, to Allapatah Road on the west, and the extension of SW Indian Mound Drive on the east. Development plans focus on linking with existing Village roads and neighborhoods, providing transit safety and a feeling of continuity with the Village of Indiantown.

The Development is envisioned to be a harmonious mix of residential spaces. The master plan features 2,188 homes consisting of 174 townhomes and 2,014 single-family homes. With an emphasis on architectural variety, the Development will offer multiple housing styles, model types, and lot sizes.

The Development is currently planned to be developed in a minimum of six phases over multiple years and has been carefully planned to be multi-modal by providing an organized network of local streets and greenways while minimizing long cul-de-sac roads. Its overall design focuses on walkability, congruence, and habitat preservation with common areas offering multiple lakes, walking paths, nature trails, parks and an 11-acre recreational center that includes a clubhouse. Revisions to the currently contemplated development plan can be implemented if consistent with the Village-approved Master Site Plan.

Phase	Current Approval	Single Family by Lot Size		
		40' lots	50' lots	60' lots
1a	224 Single Family	86	102	36
1b	410 Single Family	285	87	38
	174 Townhomes			
2	259 Single Family	181	52	26
3	484 Single Family	339	97	48
4	364 Single Family	255	73	36
5	273 Single Family	191	55	27

Terra Lago Master CDD CIP | Feb. 23 | MGC | Page 2

HALEYWARD.COM



Total Single Family	2014	1337	466	211
Total Townhomes	174		NA	

b. The District

The Terra Lago Community Development District ("District"), a local unit of special-purpose government, was established on October 13, 2022, by Ordinance No. 12-2022 ("Ordinance") adopted by the Council for the Village, for the purpose of financing, planning, designing, constructing and/or acquiring, maintaining and operating certain public improvements and community facilities within the District. See Boundary Map and Legal Description in Exhibits A and B.

2. Purpose and Scope

a. Governmental Actions

All proposed improvements shall require permits from the necessary agencies. A list of the regulatory agencies is included in Exhibit C.

b. Master Capital Improvement Plan

The purpose of this Master Capital Improvement Plan set forth herein ("Report") is to provide a description of the public improvements that may be financed by the District ("Capital Improvement Plan" or "CIP"). Public infrastructure and land improvements needed to serve the District include construction of offsite roadway, water, sewer and reclaimed water facilities; and onsite roadways, pump stations, force mains, gravity sewer, water mains, irrigation/reclaimed water facilities, the differential cost of underground electric utilities, surface water management system, including habitat and mitigation work, entry monumentation, parks, common area, and landscaping. This Report reflects the District's present intentions. The implementation and completion of any improvement outlined in this Report requires final approval by the District's Board of Supervisors, including the awarding of contracts for the construction of the improvements or approval of acquisition of completed improvements. The actual improvements described herein may vary from the CIP discussed in this Report. If additional improvements not described herein are identified, this Report may be amended to reflect such additional improvements.

3. Internal Roadway System

The District presently intends to finance all or a portion of the master transportation and roadway facilities required to support the Development. Local roadways within the Development includes a main boulevard running through the project with multimodal paths, and smaller local streets with sidewalk within the residential pods, which will be financed by the District and consist of the pavement, base, subgrade, curb and gutter, storm drains and sidewalk. All roadways within the District will be open to the public and ultimately owned and maintained by the Village. All



roadways within the District are necessary to provide safe and adequate access to the lands within the District.

The cost estimates for these improvements include the cost for the acquisition of land necessary to complete such improvements. The actual value of the land to be acquired will be determined by appraisal and approved by the District's Board of Supervisors prior to acquisition at a cost not to exceed the appraised value or the cost basis, whichever is less. For the purposes of this Report and based on guidance from the Developer, the District's monetary cost for such land acquisition is assumed to be \$20,000 per acre and is utilized for the estimates presented herein.

4. Wastewater Collection

The District presently intends to finance all or a portion of the wastewater collection system for the Development. The wastewater system consists of the gravity sewer mains and associated lift stations needed to serve the District. Force mains will direct wastewater from the onsite lift stations to a trunk line force main that runs along the main boulevard within the Development, Garcia Drive, which connects to an existing offsite force main located in the Warfield Boulevard right of way and then ultimately to the existing Village of Indiantown Wastewater Treatment Plant. Upon completion of construction, the wastewater collection system will be owned, operated, and maintained by the Village.

5. Water Distribution

The District presently intends to finance all or a portion of the water distribution system for the Development. The system will consist of a trunk line water main that runs along Garcia Drive, with branches leading to each of the pods of the Development. The trunkline main connects to an existing offsite water main located in the Warfield Boulevard right of way and then ultimately to the existing Village of Indiantown Water Treatment Plant. Upon completion of construction, the water distribution system will be owned, operated, and maintained by the Village.

6. Reclaimed Water Distribution System

The District presently intends to finance all or a portion of the reclaimed water distribution system for the Development. The system will consist of a series reclaimed water distribution mains to provide the Development with irrigation water. The reclaimed water will be provided via a 16" reclaimed water main extending from the existing Village reclaimed water distribution system, under Warfield Boulevard and to a reclaimed water lake located on-site. The offsite reclaimed main is located outside the boundary of the District and will receive construction approval from the Village. Upon completion of construction, the distribution system will be owned, operated, and maintained by the Village. Once turned over, the District will only fund the operating cost of providing reclaimed water to District-owned common areas and landscaped right-of-way areas. The main has been oversized, at the request of the Village, such that it can serve other parcels. Only the size required for the Development shall be paid by the District.



7. Stormwater Management

The District presently intends to finance all or a portion of the stormwater management system for the Development. A comprehensive system of surface water management ponds, consisting primarily of wet detention ponds, is proposed to manage the water quality and quantity impacts associated with the Development. These ponds will provide water quality treatment and stormwater runoff attenuation, designed in accordance with the South Florida Water Management District's (SFWMD) Basis of Review and the Village of Indiantown Land Development Regulations. Additionally, these ponds will provide 100-year flood control, conveyance of stormwater through and around the District and for the ongoing function of the onsite natural wetland systems.

Material excavated from surface water management ponds is anticipated to remain within the Development for use in road subgrade, perimeter berms, and site grading. However, any grading or transportation of fill in connection with the preparation of pads for private home sites or on other private property within the Development will not be funded by the District. Any material excavated from ponds or mitigation areas constructed on lands owned by the District shall be used only for public improvements within the CIP. Upon completion of the stormwater management system, it will be owned and maintained by the District.

The cost estimates for these improvements include the cost for the acquisition of land necessary to complete such improvements. The actual value of the land to be acquired will be determined by appraisal and approved by the District's Board of Supervisors prior to acquisition at a cost not to exceed the appraised value or the cost basis, whichever is less. For the purposes of this Report and based on guidance from the Developer, the District's monetary cost for such land acquisition is assumed to be \$20,000 per acre and is utilized for the estimates presented herein.

8. Off-Site Roadway Improvements

The District shall construct the following off-site roadway improvements that will benefit both the District, as well as the general public. All of the off-site roadway improvements will be owned, operated, and maintained by the Florida Department of Transportation or Martin County, Florida.

a. SR-710

A brand-new signalized entry intersection with associated crosswalks and turn lanes shall connect the Development via Garcia Drive to SR 710 (Warfield Boulevard).

b. Indianwood Interconnection

Garcia Drive will offer a connection to Indianwood, an existing residential neighborhood located immediately adjacent to the Development. The



Indianwood neighborhood currently has an unsignalized connection to SR-710. This interconnection shall enhance safety for the residents of the District.

c. American Street

Garcia Drive offers better connection and faster emergency response by also intersecting with American Street, offering new access to SW Indian Mound Drive.

d. Church Roundabout

A roundabout shall be constructed on Garcia Drive, providing a better connection to the Holy Cross Catholic Church and Hope Rural School.

e. Allapatah Road

Garcia Drive will wind through the Development and provide a looped connection from SR-710 to Allapatah Road at its western most terminus. The connection at Allapatah Road shall include associated turn lanes. This looped connection enhances safety and access to surrounding areas.

9. Landscape, Hardscape, and Irrigation

The District will provide certain common area landscaping, landscape buffers, entry monuments and supporting facilities, common signage and irrigation for the Development. These facilities will be owned and maintained by the District.

10. Parks and Common Area

The District shall construct, own, operation and maintain the following parks and common area. The cost estimates for these improvements include the cost for the acquisition of land necessary to complete such improvements. The actual value of the land to be acquired will be determined by appraisal and approved by the District's Board of Supervisors prior to acquisition at a cost not to exceed the appraised value or the cost basis, whichever is less. For the purposes of this Report and based on guidance from the Developer, the District's monetary cost for such land acquisition is assumed to be \$20,000 per acre and is utilized for the estimates presented herein.

a. Trails and Open Space

Walkability will be created by an 8' wide multi-modal trail proposed along the nearly two-mile long main collector road running through the project as well as 6' wide sidewalks, with streetlights and trees along one side of the local streets in the neighborhood. These will be enhanced by 'street furniture' such as bikeracks and benches while nature trails will meander along many of the lakes, ponds, and preserve areas.

b. Preservation Areas



A significant element of the master plan has been the preservation of nearly 115.8 acres of wetland habitat and wetland buffers which will include existing and planted native trees, shrubs and groundcover. The Development will be involved with these habitat conservation areas and implementation of a habitat conservation and management plan. These areas will be owned and maintained by the District. The District may fund planting and mitigation work within the areas as well as provide such long-term operation and maintenance of the areas. In general, the estimated costs for long-term operation and maintenance of mitigation areas include the cost of upkeep of the area through exotic species removal consistent with local, state, and federal permitting requirements.

c. Pocket Parks

The District will construct and maintain nearly a dozen open, green pocket parks and lakes in strategically placed throughout the Development.

11. Underground and Street Lighting Electrical System

The Development will include street lighting and underground electrical systems, but the cost estimates do not include such improvements because they will be constructed, owned, and operated by Florida Power and Light. However, the CIP may include the differential cost of undergrounding the electric utilities associated with electricity to District owned property.

12. Professional Services

Professional fees include land planning, landscape architectural design, environmental planning and civil engineering design for site and infrastructure configuration, permitting, inspection; survey costs for construction staking and as-built drawings as well as preparation of plats; geotechnical costs for pre-design soil borings, underground analyses and construction inspection; architectural costs for recreation design, all as related to the CIP only. Also included in this category are fees associated with any other miscellaneous professional fees, such as district legal fees, financial consultant fees and other consultant fees.

13. Ownership and Maintenance

Ownership and maintenance of the improvements is generally anticipated as set forth in Exhibit D.

14. Project Costs

Cost estimates contained in this Report have been prepared based on the best available information as of 2022. These estimates may not reflect final engineering design or complete environmental permitting. Actual costs will vary based upon final plans, design, planning, approvals from regulatory authorities, inflation, and other economic factors. Nevertheless, all costs contained herein may be reasonably



expected to adequately fund the CIP described and the contingency costs included are reasonable. The cost estimates are included in Exhibit E.

15. Conclusions

- a. The benefit to the lands within the District will equal or exceed the costs of the CIP funded by the District.
- b. All public improvements funded by the District will be on lands owned by the District or another unit of local government or the District or other unit of local government will have a perpetual easement on such lands.
- c. The District will pay the fair market value or actual cost of such public improvements whichever is less.

Exhibits:	
Exhibit A	District Boundary Exhibit
Exhibit B	District Boundary Legal Description
Exhibit C	Permit Summary
Exhibit D	Ownership & Maintenance Matrix
Exhibit E	Opinion of Probable Capital Cost



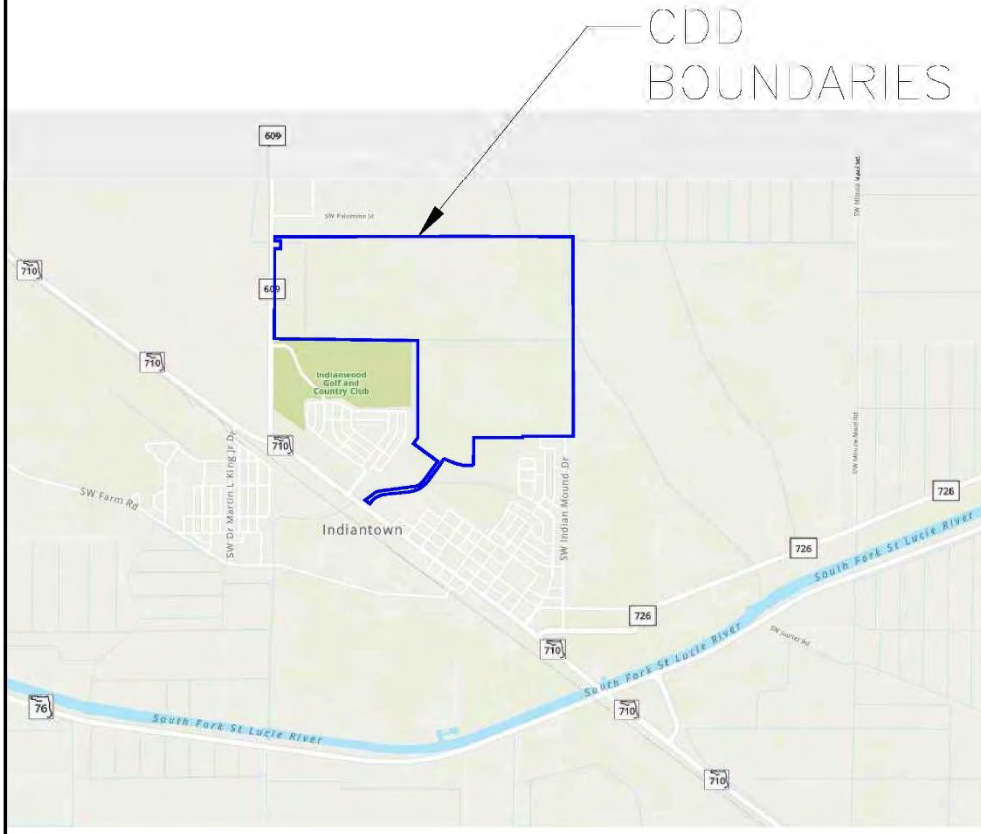
**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
MASTER CAPITAL IMPROVEMENT PLAN**

**EXHIBIT A
DISTRICT BOUNDARY EXHIBIT**

SECTION 31, TOWNSHIP 39 SOUTH, RANGE 40 EAST



CDD
BOUNDARIES



NO.	DATE	REVISION

DATE PLOTTED:	12/23/2023
DATE PRINTED:	12/23/2023
SCALE:	AS SHOWN
PROJECT:	INDIANTOWN
CLIENT:	THE MILCOR GROUP, INC.
DESIGNER:	VLR DAL DAL W SMC BS
CHECKER:	
DATE:	12-23-23

THE MILCOR GROUP, INC.
 CIVIL ENGINEERS
 10875 SE FEDERAL HIGHWAY
 HOBBS SOUND, FL 33455
 726 SE PORT ST LUCIE BLVD
 UNIT 104
 PORT ST LUCIE, FL 33480
 P: (772) 223-2262
 FAX: (772) 223-6811
 WWW.MILCORGROUP.COM
 GEOMETRIC NUMBERING: 285-286

LOCATION MAP
TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
 VILLAGE OF INDIANTOWN, FLORIDA

EXHIBIT
1



**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
MASTER CAPITAL IMPROVEMENT PLAN**

**EXHIBIT B
TERRA LAGO CDD BOUNDARY LEGAL DESCRIPTION**

BBLs
SURVEYORS, INC.
9001 HIGHLAND WOODS
BOULEVARD, SUITE 3
BONITA SPRINGS, FLORIDA, 34135
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207

LEGAL DESCRIPTION

**TERRA LAGO
CDD PROPERTY**

A PARCEL OF LAND LOCATED IN SECTION 31 AND SECTION 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST AND SECTION 5 AND SECTION 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA THENCE RUN N.89°49'20"E, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 31, TOWNSHIP 39 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA, FOR A DISTANCE OF 49.90 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROAD 609, ALSO KNOWN AS ALLAPATTAH ROAD (A 100 FOOT WIDE RIGHT OF WAY), THE SAME BEING THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°49'20"E., ALONG THE NORTH OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,608.57 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 31; THENCE RUN N.89°48'26"E., ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 2,643.62 FEET TO THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 32; THENCE RUN S.89°42'23"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 2,658.97 FEET TO THE NORTHEAST CORNER OF SAID NORTHWEST QUARTER; THENCE RUN S.00°06'47"E., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER AND ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 32, FOR A DISTANCE OF 5,285.06 FEET; THENCE RUN S.89°53'29"W., FOR A DISTANCE OF 1,339.70 FEET; THENCE RUN S.00°32'10"W., FOR A DISTANCE OF 35.00 FEET TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER; THENCE RUN S.89°53'29"W., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 1,305.12 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 6; THENCE RUN S.00°15'22"W., ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, FOR A DISTANCE OF 735.04 FEET; THENCE RUN S.89°55'45"W., FOR A DISTANCE

SHEET 1 OF 5

OF 262.41 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.09°26'15"E., A RADIAL DISTANCE OF 1,511.71 FEET; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,511.71 FEET THROUGH A CENTRAL ANGLE OF 16°53'41", SUBTENDED BY A CHORD OF 444.14 FEET, AT A BEARING OF N.72°06'54"W., FOR A DISTANCE OF 445.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.64°10'56"W., FOR A DISTANCE OF 112.47 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.65°11'59"W., A RADIAL DISTANCE OF 916.97 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 916.97 FEET THROUGH A CENTRAL ANGLE OF 11°26'54", SUBTENDED BY A CHORD OF 182.92 FEET, AT A BEARING OF S.30°31'28"W., FOR A DISTANCE OF 183.22 FEET TO THE END OF SAID CURVE; THENCE RUN S.36°18'00"W., FOR A DISTANCE OF 547.03 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT BEARS N.53°42'23"W., A RADIAL DISTANCE OF 710.00 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 710.00 FEET THROUGH A CENTRAL ANGLE OF 47°52'11", SUBTENDED BY A CHORD OF 576.09 FEET, AT A BEARING OF S.60°13'42"W., FOR A DISTANCE OF 593.19 FEET TO THE END OF SAID CURVE; THENCE RUN S.84°09'48"W., FOR A DISTANCE OF 657.00 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT BEARS S.07°12'57"E., A RADIAL DISTANCE OF 539.63 FEET; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 539.63 FEET THROUGH A CENTRAL ANGLE OF 46°29'11", SUBTENDED BY A CHORD OF 425.91 FEET, AT A BEARING OF S.59°32'28"W., FOR A DISTANCE OF 437.82 FEET TO THE END OF SAID CURVE; THENCE RUN S.37°57'51"W., FOR A DISTANCE OF 37.98 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710, ALSO KNOWN AS SW WARFIELD BOULEVARD (A VARIABLE WIDTH RIGHT OF WAY); THENCE RUN N.53°40'15"W., ALONG SAID NORTHERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 158.22 FEET TO THE SOUTHERLY LINE OF ROWLAND CANAL; THENCE RUN N.53°06'07"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 355.51 FEET; THENCE RUN N.76°36'51"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 116.05 FEET; THENCE RUN N.82°39'00"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 860.88 FEET; THENCE RUN N.80°01'43"E., ALONG SAID SOUTHERLY LINE, FOR A DISTANCE OF 172.69 FEET; THENCE RUN N.45°08'23"E., FOR A DISTANCE OF 179.41 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.36°18'12"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 641.08 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 622, PAGE 2070, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.53°42'05"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 800.20 FEET TO THE EASTERLY LINE OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL

SHEET 2 OF 5

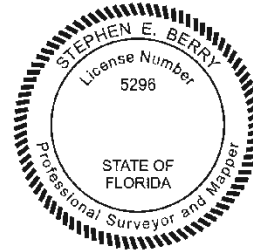
RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE RUN N.36°21'21"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 193.92 FEET; THENCE RUN N.00°00'56"E., ALONG SAID EASTERLY LINE, FOR A DISTANCE OF 2,574.47 FEET TO THE NORTHERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 1444, PAGE 500, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE RUN N.89°15'25"W., ALONG SAID NORTHERLY LINE, FOR A DISTANCE OF 3,801.55 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID STATE ROAD 609 ; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 2,389.88 FEET; THENCE RUN N.89°49'20"E., FOR A DISTANCE OF 158.00 FEET; THENCE RUN N.00°05'26"E., FOR A DISTANCE OF 208.00 FEET; THENCE RUN S.89°49'20"W., FOR A DISTANCE OF 158.00 FEET TO SAID EASTERLY RIGHT OF WAY LINE; THENCE RUN N.00°05'26"E., ALONG SAID EASTERLY RIGHT OF WAY LINE, FOR A DISTANCE OF 100.02 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 766.48 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF STATE ROAD 710 (SW WARFIELD BOULEVARD), HAVING A BEARING OF N53°40'15"W.

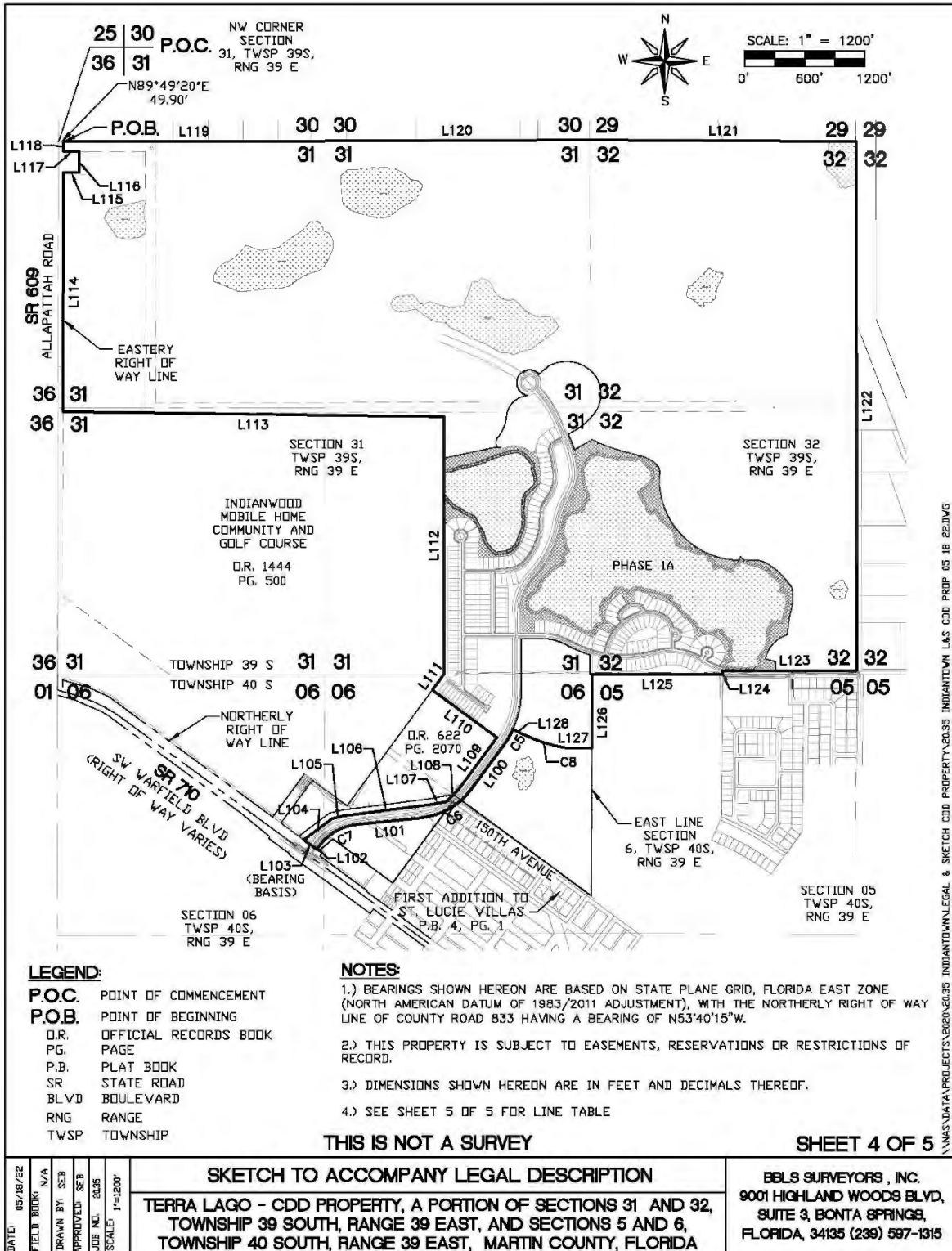
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

05/18/22
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBL SURVEYORS INC., (L.B. #8033)
PROOFED BY SEB



(SEE ATTACHED SKETCH – SHEET 4 OF 5 AND SHEET 5 OF 5)

SHEET 3 OF 5



Line Table		
Line #	Direction	Length
L100	S36°18'00"W	547.03
L101	S84°09'48"W	657.00
L102	S37°57'51"W	37.98
L103	N53°40'15"W	158.22
L104	N53°06'07"E	355.51
L105	N76°36'51"E	116.05
L106	N82°39'00"E	860.88
L107	N80°01'43"E	172.69
L108	N45°08'23"E	179.41
L109	N36°18'12"E	641.08
L110	N53°42'05"W	800.20
L111	N36°21'21"E	193.92
L112	N00°00'56"E	2574.47
L113	N89°15'25"W	3801.55
L114	N00°05'26"E	2389.88
L115	N89°49'20"E	158.00
L116	N00°05'26"E	208.00
L117	S89°49'20"W	158.00
L118	N00°05'26"E	100.02
L119	N89°49'20"E	2608.57

Line Table		
Line #	Direction	Length
L120	N89°48'26"E	2643.62
L121	S89°42'23"E	2658.97
L122	S00°06'47"E	5285.06
L123	S89°53'29"W	1339.70
L124	S00°32'10"W	35.00
L125	S89°53'29"W	1305.12
L126	S00°15'22"W	735.04
L127	S89°55'45"W	262.41
L128	N64°10'56"W	112.47

Curve Table					
Curve #	Length	Radius	Delta	Chord	Chord Brg.
C5	183.22	916.97	11°26'54"	182.92	S30°31'28"W
C6	593.19	710.00	47°52'11"	576.09	S60°13'42"W
C7	437.82	539.63	46°29'11"	425.91	S59°32'28"W
C8	445.76	1511.71	16°53'41"	444.14	N72°06'54"W

LEGEND:

P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING
O.R. OFFICIAL RECORDS BOOK
PG. PAGE
P.B. PLAT BOOK
SR STATE ROAD
BLVD BOULEVARD
RNG RANGE
TWSP TOWNSHIP

NOTES:

- 1.) BEARINGS SHOWN HEREON ARE BASED ON STATE PLANE GRID, FLORIDA EAST ZONE (NORTH AMERICAN DATUM OF 1983/2011 ADJUSTMENT), WITH THE NORTHERLY RIGHT OF WAY LINE OF COUNTY ROAD 833 HAVING A BEARING OF N53°40'15"W.
- 2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
- 3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

THIS IS NOT A SURVEY

SHEET 5 OF 5

DATE: 05/18/22
FIELD BOOK: N/A
DRAWN BY: SEB
APPROVED: SEB
JOB NO.: 2425
SCALE: 1"=1200'

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
TERRA LAGO - CDD PROPERTY, A PORTION OF SECTIONS 31 AND 32, TOWNSHIP 39 SOUTH, RANGE 39 EAST, AND SECTIONS 5 AND 6, TOWNSHIP 40 SOUTH, RANGE 39 EAST, MARTIN COUNTY, FLORIDA

EBLS SURVEYORS, INC.
9001 HIGHLAND WOODS BLVD,
SUITE 3, BONTA SPRING,
FLORIDA, 34135 (239) 597-1315

\\NAS\DATA\PROJECTS\2020\2035 INDIANTOWN LEGAL & SKETCH CDD PROPERTY\2035 INDIANTOWN L&S CDD PROP 05 18 22JMG



**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
MASTER CAPITAL IMPROVEMENT PLAN**

**EXHIBIT C
PERMIT SUMMARY**

Village of Indiantown Master Plan Approval – in place

Village of Indiantown Approval per Phase

South Florida Water Management District Master Environmental Resource Permit – in place

South Florida Water Management District Environmental Resource Approval per Phase

South Florida Water Management District Dewatering Approval per Phase

Florida Department of Environmental Protection Water and Wastewater per Phase

Troup Indiantown Drainage District Approval – in place

Florida Department of Transportation Driveway Connection to SR-710

Florida Department of Transportation Utility Permit

Martin County Right of Way Use Permit to Allapatah Road



**TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
MASTER CAPITAL IMPROVEMENT PLAN**

**EXHIBIT D
OWNERSHIP & MAINTENANCE MATRIX**

COMPONENT	CONSTRUCTION	OWNERSHIP / MAINTENANCE
On-Site Roadway System	District	Village
Offsite Roadway System	District	FDOT / Martin Co
Wastewater Collection	District	Village
Water Distribution	District	Village
Reclaimed Water Transmission	District	Village
Stormwater Management System	District	District
Landscape and Hardscape of District property	District	District
Parks and Common Area	District	District



TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT
 MASTER CAPITAL IMPROVEMENT PLAN

EXHIBIT E
 OPINION OF PROBABLE CAPITAL COST

Phase	Land	Internal Roads	Wastewater	Water	Reclaimed Water	Stormwater System	Off-site Roads	Landscape / Hardscape / Irrigation	Parks and Common Area	Underground Electric	Professional Fees	Contingency	Total
1a	\$2,803,732	\$3,398,867	\$1,994,225	\$1,275,629	\$477,610	\$17,556,054	\$1,684,981	\$862,315	\$312,500	\$142,000	\$2,770,418	\$5,540,836	\$38,819,167
1b	\$1,150,000	\$5,519,773	\$2,423,462	\$1,009,938		\$4,236,815	\$495,694	\$732,000	\$40,000	\$107,000	\$1,456,468	\$2,912,936	\$20,084,086
2	\$1,486,136	\$1,507,656	\$1,349,873	\$435,643		\$5,841,514	\$1,500,000	\$775,000	\$112,500	\$45,000	\$1,156,719	\$2,313,437	\$16,523,478
3	\$1,689,072	\$2,574,619	\$1,883,335	\$736,393		\$5,684,757	\$269,276	\$805,000	\$197,500	\$77,000	\$1,222,788	\$2,445,576	\$17,585,315
4	\$886,033	\$2,810,047	\$2,180,943	\$811,273		\$4,969,122		\$640,000	\$67,500	\$80,000	\$1,155,889	\$2,311,777	\$15,912,584
5	\$1,273,718	\$1,470,749	\$1,315,852	\$422,769		\$4,653,497		\$625,000	\$197,500	\$44,000	\$872,937	\$1,745,873	\$12,621,894
Total	\$9,288,691	\$17,281,710	\$11,147,691	\$4,691,644	\$477,610	\$42,941,759	\$3,949,950	\$4,439,315	\$927,500	\$495,000	\$8,635,218	\$17,270,436	\$121,546,523



TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

9

AGREEMENT BETWEEN THE TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT AND TERRA LAGO, LLC, REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, IMPROVEMENTS, AND REAL PROPERTY

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into, this ___ day of _____, 2023, by and between:

Terra Lago Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Village of Indiantown, Martin County, Florida (“**District**”), and

Terra Lago, LLC, a Delaware limited liability company, with a mailing address of 3333-24 Virginia Beach Blvd., Virginia Beach, Virginia 23452 (“**Landowner**”).

RECITALS

WHEREAS, the District was established by an ordinance adopted by the Village of Indiantown, and is a local unit of special-purpose government 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, planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure and other projects within or without the boundaries of the District; and

WHEREAS, the Landowner is the owner of certain lands in the Village of Indiantown, Martin County, Florida, located within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements for the development within the District (the “**Project**”), as detailed in the *Master Capital Improvement Plan*, dated February 2023, and attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance a portion of the Project through the use of proceeds from the sale of special assessments bonds (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of all of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Landowner’s need to commence or cause commencement of development of the lands within the District in order to maintain certain permits and entitlements associated with the land within the District; and

WHEREAS, in order to avoid a delay in the commencement of the development of the

Work Product and/or the Improvements, the Landowner has advance funded certain of the Work Product and/or Improvements, and, pursuant to a completion agreement to be entered into between the District and Landowner at the time Bonds are issued, Landowner may cause funds to be advanced and/or the Improvements to be completed to the extent that the proceeds of the Bonds are insufficient to do so; and

WHEREAS, the Landowner and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) from Landowner.

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 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. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

A. *Request for Conveyance and Supporting Documentation* – When Work Product or Improvements are ready for conveyance by or on behalf of the Landowner to the District, the Landowner shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Landowner agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

B. *Costs* – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Landowner shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Landowner for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District Board whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or

Improvements. The District Engineer's opinion as to cost shall be set forth in an Engineer's Certificate which shall accompany the requisition for the funds from the District's Trustee for the Bonds ("**Trustee**").

- C. ***Conveyances on "As Is" Basis*** – Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an "as is" basis. In addition, the Landowner agrees to assign, transfer and convey to the District 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.

- D. ***Right to Rely on Work Product and Releases*** – The Landowner agrees to release to the District all right, title, and interest which the Landowner may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised; provided that Landowner may make such release on a non-exclusive basis to the extent that Landowner reasonably determines that Landowner requires such rights in connection with the ownership or operation of the lands owned by Landowner within the District and/or the future sale of lots within the District. To the extent determined necessary by the District, the Landowner shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Landowner access to and use of the Work Product without the payment of any fee by the Landowner. However, to the extent the Landowner's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Landowner agrees to pay such cost or expense.

- E. ***Transfers to Third Party Governments*** – If any item acquired is to be conveyed by the District to a third party governmental body, then the Landowner agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any.

- F. ***Permits*** – The Landowner agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement, provided that the District or such governmental entity accepts the associated operation and maintenance obligations.

- G. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work

Product and/or Improvements does not exceed the lesser of the cost of the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

3. CONVEYANCE OF REAL PROPERTY. The Landowner agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the District's Board of Supervisors together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- A. *Cost.*** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are included as part of the Project, and (ii) the purchase price for the Real Property is less than or equal to the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose or the cost basis of such Real Property to be provided by the Landowner. The parties agree that the purchase price shall not include amounts attributable to the value of Improvements on the Real Property and other Improvements serving the Real Property that have been, or will be, funded by the District.
- B. *Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable, such as non-exclusive easement interests.
- C. *Landowner Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Landowner of its right and privilege to use the area conveyed to enable the construction by third parties of any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction vehicle ingress and egress relating to the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- D. *Fees, Taxes, Title Insurance*** – The Landowner shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the Real Property upon which the Improvements are constructed. The Landowner shall be responsible for all taxes and assessments levied on the Real Property upon which the Improvements are constructed until such time as the Landowner conveys all

said lands to the District. At the time of conveyance, the Landowner shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.

- E. ***Boundary Adjustments*** – Landowner and the District agree that future boundary adjustments may be made as deemed reasonably necessary by both parties in order to accurately describe Real Property conveyed to the District and lands which remain in Landowner's ownership. The parties agree that any Real Property transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Landowner agrees that if a court or other governmental entity determines that a re-platting of the Real Property within the District is necessary, Landowner shall pay or cause a third party to pay all costs and expenses associated with such actions.

4. TAXES, ASSESSMENTS, AND COSTS.

- A. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Landowner agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
 - i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Landowner agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- B. ***Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Landowner covenants to make any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Landowner fails to make timely payment of any such taxes, assessments, or costs, the Landowner acknowledges the District's right to make such payment. If the District makes such payment, the Landowner agrees to

reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

- C. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Landowner or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. ACQUISITIONS AND BOND PROCEEDS. The District shall in good faith pursue the issuance of Bonds to finance the Project, or portions of the Project. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax- exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue Bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Landowner for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Landowner acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

6. 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.

7. 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.

8. 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 Landowner. Additionally, with regards to amendments having a material effect on the payment of debt service on the Bonds, this Agreement may not be materially amended without the prior written consent of the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds then outstanding, which consent shall not be unreasonably withheld.

9. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

10. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

A. If to District: Terra Lago Community
Development District
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431
Attn: Cindy Cerbone

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: Tucker F. Mackie

B. If to Landowner: Terra Lago, LLC
3333-24 Virginia Beach Blvd.
Virginia Beach, Virginia 23452
Attn: [REDACTED]

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 Landowner may deliver Notice on behalf of the District and the Landowner, 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.

11. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Landowner 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 Landowner.

12. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of
Acquisition Agreement

the District and the Landowner 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 Landowner 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 Landowner and their respective representatives, successors, and assigns. Notwithstanding anything in this Agreement to the contrary, the Trustee for the Bonds shall be a direct third party beneficiary of the terms and conditions of this Agreement and, acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, shall be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

13. ASSIGNMENT. Neither the District nor the Landowner may assign this Agreement or any monies to become due hereunder without the prior written approval of the other and the Trustee acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Bonds outstanding, which consent shall not be unreasonably withheld. Such consent shall not be required in the event of a sale of the majority of the lands within the District then owned by the Landowner pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of the Landowner under this Agreement, provided however that no such assignment shall be valid where the assignment is being made for the purpose of avoiding the Landowner's obligations hereunder.

14. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Pasco County, Florida.

15. PUBLIC RECORDS. The Landowner 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.

16. 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.

17. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability 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.

18. 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.

19. COUNTERPARTS; ELECTRONIC SIGNATURES. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument. The parties agree that this Agreement may be electronically signed. The parties agree that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Any PDF or facsimile transmittal of electronically signed versions of this Agreement shall be considered to have the same legal effect as execution and delivery of the original document and shall be treated in all manner and respects as the original document.

[SIGNATURES ON NEXT PAGE]

WHEREFORE, the parties below execute the Acquisition Agreement.

ATTEST:

**Terra Lago Community
Development District**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

WITNESS:

Terra Lago, LLC,
a Delaware limited liability company,

Witness

By: _____

Name:

Title:

Witness

By: _____

Name:

Title:

Exhibit A: *Master Capital Improvement Plan*, dated February 2023

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JUNE 30, 2023**

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,000	\$ -	\$ -	\$ 6,000
Undeposited funds	10,440	-	-	10,440
Due from Landowner	9,329	-	-	9,329
Due from general fund	-	1,508	5,603	7,111
Total assets	<u>25,769</u>	<u>1,508</u>	<u>5,603</u>	<u>32,880</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 3,329	\$ 1,508	\$ 5,603	\$ 10,440
Due to Landowner	-	2,449	5,603	8,052
Due to debt service fund	1,508	-	-	1,508
Due to capital projects fund	5,603	-	-	5,603
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>16,440</u>	<u>3,957</u>	<u>11,206</u>	<u>31,603</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	3,329	-	-	3,329
Total deferred inflows of resources	<u>3,329</u>	<u>-</u>	<u>-</u>	<u>3,329</u>
Fund balances:				
Restricted for:				
Debt service	-	(2,449)	-	(2,449)
Capital projects	-	-	(5,603)	(5,603)
Unassigned	6,000	-	-	6,000
Total fund balances	<u>6,000</u>	<u>(2,449)</u>	<u>(5,603)</u>	<u>(2,052)</u>
Total liabilities and fund balances	<u>\$ 25,769</u>	<u>\$ 1,508</u>	<u>\$ 5,603</u>	<u>\$ 32,880</u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ 7,955	\$ 34,223	\$ 84,348	41%
Total revenues	<u>7,955</u>	<u>34,223</u>	<u>84,348</u>	41%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording**	2,000	16,000	36,000	44%
Legal	766	10,119	25,000	40%
Engineering	-	-	2,000	0%
Audit	-	-	5,000	0%
Dissemination agent*	-	-	583	0%
Telephone	17	134	200	67%
Postage	-	8	250	3%
Printing & binding	42	333	500	67%
Legal advertising	123	1,038	6,500	16%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	381	381	750	51%
Website hosting & maintenance	-	-	1,680	0%
Website ADA compliance	-	210	210	100%
Total professional & administrative	<u>3,329</u>	<u>28,223</u>	<u>84,348</u>	33%
Excess/(deficiency) of revenues over/(under) expenditures	4,626	6,000	-	
Fund balances - beginning	1,374	-	-	
Fund balances - ending	<u>\$ 6,000</u>	<u>\$ 6,000</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**WHA will charge a reduced management fee of \$2,000 per month until bonds are issued.

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>1,508</u>	<u>2,449</u>
Total debt service	<u>1,508</u>	<u>2,449</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (1,508)	 (2,449)
 Fund balances - beginning	 (941)	 -
Fund balances - ending	<u><u>\$ (2,449)</u></u>	<u><u>\$ (2,449)</u></u>

**TERRA LAGO
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2021
FOR THE PERIOD ENDED JUNE 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>5,603</u>	<u>5,603</u>
Total expenditures	<u>5,603</u>	<u>5,603</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (5,603)	 (5,603)
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ (5,603)</u></u>	<u><u>\$ (5,603)</u></u>

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT**

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The Board of Supervisors of the Terra Lago Community Development District held a Regular Meeting on June 12, 2023 at 1:00 p.m., at Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955.

Present at the meeting were:

Joshua Kellam	Chair
Thomas Kenny	Vice Chair
Kevin Powers	Assistant Secretary
David Powers	Assistant Secretary
Jason Dugan	Assistant Secretary

Also present were:

Cindy Cerbone	District Manager
Andrew Kantarzhi (via telephone)	Wrathell, Hunt and Associates, LLC
Tucker Mackie (via telephone)	District Counsel
Ryan Dugan	Kutak Rock LLP
Melissa Corbett (via telephone)	Interim District Engineer
Taryn Kryzda	Member of the Public
Adam Carroll	The Garcia Companies

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Ms. Cerbone called the meeting to order at 1:01 p.m. All Supervisors were present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

- **Consideration of Resolution 2023-35, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date**

This item, previously the Fifth Order of Business, was presented out of order.

Ms. Cerbone presented Resolution 2023-35.

39

On MOTION by Mr. Kevin Powers and seconded by Mr. Kenny, with all in favor, Resolution 2023-35, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date, was adopted.

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▪ **Acceptance of Unaudited Financial Statements as of April 30, 2023**

47

This item, previously the Sixth Order of Business, was presented out of order.

48

Ms. Cerbone presented the Unaudited Financial Statements as of April 30, 2023.

49

On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, the Unaudited Financial Statements as of April 30, 2023, were accepted.

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▪ **Approval of May 8, 2023 Public Hearing and Regular Meeting Minutes**

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This item, previously the Seventh Order of Business, was presented out of order.

56

Ms. Cerbone presented the May 8, 2023 Public Hearing and Regular Meeting Minutes.

57

On MOTION by Mr. Kellam and seconded by Mr. Kevin Powers, with all in favor, the May 8, 2023 Public Hearing and Regular Meeting Minutes, as presented, were approved.

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THIRD ORDER OF BUSINESS

Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services

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A. Affidavit of Publication

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B. RFQ Package

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C. Respondent(s): The MilCor Group, a Division of Haley Ward, Inc.

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Ms. Cerbone noted that there was only one respondent to the RFQ; therefore, the

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Board can deem them the most responsive respondent and award the contract.

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Ms. Corbett stated that “The MilCor Group, A Division of” has been dropped from the

73

company name; the company name is now just “Haley Ward, Inc.” She needs to review her

74 contract and have it researched, as there might be a provision that prevents her from working
75 with current Haley Ward, Inc., clients. She is unsure if the CDD has a contract with Haley Ward,
76 Inc.

77 **D. Competitive Selection Criteria/Ranking**

78 **E. Award of Contract**

79 Discussion ensued regarding whether to score and rank the respondent, reject all
80 responses, defer the award of contract and the desire to make sure that Ms. Corbett is the only
81 Engineer working with the CDD.

82

83 **On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor,**
84 **deferring consideration of the response to the Request for Qualifications (RFQ)**
85 **for Engineering Services, was approved.**

86

87

88 **FOURTH ORDER OF BUSINESS**

**Authorization of Request for Qualifications
(RFQ) for Design-Build Services for
Wastewater Treatment Plant**

89

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91

92 Ms. Cerbone presented the RFQ for Design-Build Services for the Wastewater Treatment
93 Plant.

94 Ms. Mackie stated that this is a proposed Progressive Project Manual for Wastewater
95 Treatment Plant and Collection System Improvements, including the RFQ. The goal today is to
96 authorize Staff to advertise the RFQ and approve the Evaluation Criteria in the Project Manual;
97 not the final form of the Project Manual. Ms. Corbett referred to the title on Page 18 and
98 recommended deleting “and Collection System” from the title. Ms. Mackie stated that
99 adjustment can be made, along with other minor changes, prior to advertising.

100

101 **On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the**
102 **Request for Qualifications (RFQ) for Design-Build Services for the Wastewater**
103 **Treatment Plant, in substantial form and confirmation of the**
104 **Evaluation/Ranking Criteria, and authorizing Staff to advertise, once finalized,**
105 **was approved.**

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108 **FIFTH ORDER OF BUSINESS** **Consideration of Resolution 2023-35,**
109 **Designating Dates, Times and Locations for**
110 **Regular Meetings of the Board of**
111 **Supervisors of the District for Fiscal Year**
112 **2023/2024 and Providing for an Effective**
113 **Date**

114
115 This item was presented following the Second Order of Business.

116
117 **SIXTH ORDER OF BUSINESS** **Acceptance of Unaudited Financial**
118 **Statements as of April 30, 2023**

119
120 This item was presented following the Second Order of Business.

121
122 **SEVENTH ORDER OF BUSINESS** **Approval of May 8, 2023 Public Hearing**
123 **and Regular Meeting Minutes**

124
125 This item was presented following the Second Order of Business.

126
127 **EIGHTH ORDER OF BUSINESS** **Staff Reports**

128
129 **A. District Counsel: Kutak Rock LLP**

130 Ms. Mackie stated that the edits to the RFQ will be incorporated and the RFQ will be
131 circulated one more time to all parties, including the Attorney and Manager for the Village, for
132 final feedback, prior to advertising it.

133 Mr. Ryan Dugan stated that the bond validation hearing last Friday went well.

134 **B. District Engineer (Interim): The Milcor Group, A Division of Haley Ward, Inc.**

135 There was nothing further to report.

136 **▪ Authorization of Request for Qualifications (RFQ) for Design-Build Services for**
137 **Wastewater Collection System**

138 **This item was an addition to the agenda.**

139 Discussion ensued regarding preparation of an RFQ and Evaluation Criteria for the
140 Wastewater Collection System Improvements.

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On MOTION by Mr. Kenny and seconded by Mr. Kevin Powers, with all in favor, amending the agenda to add consideration of a Request for Qualifications (RFQ) for Design-Build Services for Wastewater Collection System Improvements, was approved.

On MOTION by Mr. Kellam and seconded by Mr. Kenny, with all in favor, the authorizing Staff to prepare and advertise a Request for Qualifications (RFQ) for Design-Build Services for the Wastewater Collection System Improvements, including the same ranking criteria as the RFQ for the Wastewater System Improvements, in substantial form, was approved.

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

- **NEXT MEETING DATE: July 10, 2023 at 1:00 PM**
- **QUORUM CHECK**

NINTH ORDER OF BUSINESS Board Members' Comments/Requests

There were no Board Members' comments or requests.

TENTH ORDER OF BUSINESS Public Comments

No members of the public spoke.

ELEVENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. David Powers and seconded by Mr. Dugan, with all in favor, the meeting adjourned at 1:28 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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182

Secretary/Assistant Secretary

Chair/Vice Chair

TERRA LAGO

COMMUNITY DEVELOPMENT DISTRICT

STAFF

REPORTS

TERRA LAGO COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

Indiantown Realty, 16654 S.W. Warfield Boulevard, Indiantown, Florida 34955

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
February 13, 2023	Public Hearings and Regular Meeting <i>(Uniform Method, Budget & Rules Hearings)</i>	1:00 PM
March 13, 2023	Regular Meeting	1:00 PM
April 10, 2023	Regular Meeting	1:00 PM
May 8, 2023	Regular Meeting	1:00 PM
June 12, 2023	Regular Meeting	1:00 PM
July 10, 2023 CANCELED	Regular Meeting	1:00 PM
August 14, 2023	Regular Meeting	1:00 PM
September 11, 2023	Regular Meeting	1:00 PM