COMMUNITY DEVELOPMENT DISTRICT

May 23, 2023
BOARD OF SUPERVISORS
REGULAR MEETING
AGENDA

COMMUNITY DEVELOPMENT DISTRICT

AGENDA LETTER

Kelly Park 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

May 16, 2023

ATTENDEES:

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

Board of Supervisors Kelly Park Community Development District

NOTE: Meeting Time

Dear Board Members:

The Board of Supervisors of the Kelly Park Community Development District will hold a Regular Meeting on May 23, 2023 at 8:00 a.m., at the offices of Poulos & Bennett, LLC 2602 E Livingston Street, Orlando, Florida 32803. The agenda is as follows:

- 1. Call to Order/Roll Call
- 2. Public Comments
- 3. Administration of Oath of Office to Supervisors, Taryn Galvin [SEAT 3] and Lou Avelli [SEAT 4] (the following will be provided in a separate package)
 - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
 - B. Membership, Obligations and Responsibilities
 - C. Chapter 190, Florida Statutes
 - D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
 - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
 - III. Form 1F: Final Statement of Financial Interests
 - E. Form 8B: Memorandum of Voting Conflict
- 4. Acceptance of Resignation of Dan Edwards [SEAT 5]
- 5. Consider Appointment of Alex Gross to Fill Unexpired Term of Seat 5; *Term Expires November 2024*
 - Administration of Oath of Office to Alex Gross
- 6. Consideration of Resolution 2023-02, Designating Certain Officers of the District, and Providing for an Effective Date

- 7. Consideration of Resolution 2023-03, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
- 8. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
- 9. Consideration of Response(s) to Request for Qualifications (RFQ) for Engineering Services
 - A. Affidavit of Publication
 - B. RFQ Package
 - C. Respondent: Poulos & Bennett, LLC
 - D. Competitive Selection Criteria/Ranking
 - E. Award of Contract
- 10. Consideration of Poulos & Bennett, LLC, Amendment 2 to Agreement for Engineering Services
- 11. Consideration of Resolution 2023-04, Directing the Chairman and District Staff to Request the Passage of an Ordinance by the City Council of the City of Apopka, Florida, Amending the District's Boundaries, and Authorizing Such Other Actions as are Necessary in Furtherance of That Process; and Providing an Effective Date
- 12. Consideration of Boundary Amendment Funding Agreement
- 13. Consideration of Resolution 2023-05, 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
- 14. Consideration of Resolution 2023-01, Designating the Primary Administrative Office and Principal Headquarters of the District and Providing an Effective Date
- 15. Acceptance of Unaudited Financial Statements as of April 30, 2023
- 16. Approval of September 14, 2022 Public Hearings and Regular Meeting Minutes
- 17. Staff Reports
 - A. District Counsel: Kutak Rock LLP

B. District Engineer: Poulos & Bennett, LLC

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

Registered Voters in District as of April 15, 2023

NEXT MEETING DATE: June 14, 2023 at 11:00 AM

QUORUM CHECK

SEAT 1	SETH BENNETT	In Person	PHONE	No
SEAT 2	Quint Noordstar	In Person	PHONE	No
SEAT 3	TARYN GALVIN	In Person	PHONE	No
SEAT 4	LOU AVELLI	In Person	PHONE	No
SEAT 5	ALEX GROSS	In Person	PHONE	No

- 18. Board Members' Comments/Requests
- 19. Public Comments
- 20. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

Craig Wrathell District Manager

COMMUNITY DEVELOPMENT DISTRICT

NOTICE OF TENDER OF RESIGNATION

To:

Board of Supervisors

Kelly Park Community Development District

Attn: Craig Wrathell/Ernesto Torres, District Managers

2300 Glades Road, Suite 410W Boca Raton, Florida 33431

From:

Donal Educato

Date:

U-13-23 Date

I hereby tender my resignation as a member of the Board of Supervisors of the Kelly Park Community Development District. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and [__] personally presented at a duly noticed meeting of the Board of Supervisors, [X] scanned and electronically transmitted to gillyardd@whhassociates.com or [__] faxed to 561-571-0013 and agree that the executed original shall be binding and enforceable and the fax or email copy shall be binding and enforceable as an original.

Signature

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING CERTAIN OFFICERS OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Kelly Park Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District desires to designate certain Officers of the District.

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

SECTION 1.		is appointed Chair.
SECTION 2.		is appointed Vice Chair.
SECTION 3.		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
		is appointed Assistant Secretary.
	Ernesto Torres	is appointed Assistant Secretary.

SECTION 4. This Resolution supersedes any prior appointments made by the Board for Chair, Vice Chair, and Assistant Secretaries; however, prior appointments by the Board for Secretary, Treasurer and Assistant Treasurer(s) remain unaffected by this Resolution.

SECTION 5. This Resolution shall become effective immediately upon its adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:	KELLY PARK COMMUNITY
	DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Kelly Park Community Development District ("District") prior to June 15, 2023, a proposed budget ("Proposed Budget") for the fiscal year beginning October 1, 2023 and ending September 30, 2024 ("Fiscal Year 2023/2024"); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set as follows:

DATE:	
HOUR:	
LOCATION:	Poulos & Bennett, LLC 2602 E Livingston Street Orlando, Florida 32803

- 3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Orange County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.
- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
 - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 23RD DAY OF MAY, 2023.

ATTEST:	KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A: Fiscal Year 2023/2024 Budget

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT PROPOSED BUDGET FISCAL YEAR 2024

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT TABLE OF CONTENTS

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KELLY PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND BUDGET FISCAL YEAR 2024

	Adopted Budget FY 2023	Projected through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
REVENUES					
Landowner contribution	\$ 100,290	13,968	\$ 85,719	99,687	\$ 100,290
Total revenues	100,290	13,968	85,719	99,687	100,290
EVDENDITUDES					
EXPENDITURES Professional & administrative					
Supervisors	46,000	10,000	ac 000	46,000	46,000
Management/accounting/recording**	46,000	992	36,000	,	46,000
Legal	25,000	992	24,008	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Engineer's report Audit	5,500	-	5,500	5,500	-
	500	-	5,500 500	5,500 500	5,500
Arbitrage rebate calculation*	1,000	-		1,000	500
Dissemination agent*	1,000	-	1,000	1,000	1,000
Dissemination agent - 2nd bond series* Trustee*	- 	-	- 	- 	-
	5,500	-	5,500	5,500	5,500
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	5,000	500	5,500	5,500
Contingencies/bank charges	750 705	346	404	750 705	750
Website hosting & maintenance	705	-	705	705	705
Website ADA compliance	210	-	210	210	210
Total expenditures	100,290	16,629	83,661	100,290	100,290
Excess/(deficiency) of revenues					
over/(under) expenditures	_	(2,661)	2,058	(603)	-
over/under/ expenditures	-	(2,001)	2,030	(003)	-
Fund balance - beginning (unaudited)		603	(2,058)	603	
Fund balance - ending	\$ -	\$ (2,058)	\$ -	\$ -	\$ -

^{*} 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.

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DEFINITIONS OF GENERAL FUND EXPENDITURES

EXPENDITURES

EXPENDITURES	
Professional & administrative	
Management/accounting/recording**	\$ 46,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community	
development districts by combining the knowledge, skills and experience of a team of	
professionals to ensure compliance with all of the District's governmental requirements.	
WHA develops financing programs, administers the issuance of tax exempt bond	
financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public	
finance, public bidding, rulemaking, open meetings, public records, real property	
dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the	
District in crafting sustainable solutions to address the long term interests of the	
community while recognizing the needs of government, the environment and	
maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its	
books, records and accounting procedures.	
Arbitrage rebate calculation*	500
To ensure the District's compliance with all tax regulations, annual computations are	
necessary to calculate the arbitrage rebate liability.	
Dissemination agent*	1,000
The District must annually disseminate financial information in order to comply with the	,,,,,,
requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell,	
Hunt & Associates serves as dissemination agent.	
Telephone	200
Telephone and fax machine.	200
·	250
Postage Mailing of a good pools age a systemist deliveries correspondence etc.	250
Mailing of agenda packages, overnight deliveries, correspondence, etc.	500
Printing & binding	500
Letterhead, envelopes, copies, agenda packages	
Legal advertising	6,500
The District advertises for monthly meetings, special meetings, public hearings, public	
bids, etc.	
Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	750
Bank charges and other miscellaneous expenses incurred during the year and	
automated AP routing etc.	
Website hosting & maintenance	705
Website ADA compliance	210
Total expenditures	\$100,290
	+

COMMUNITY DEVELOPMENT DISTRICT

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Kelly Park Community Development District c/o Craig Wrathell and Mike Galvin Wrathell, Hunt & Associates, LLC 2300 Glades Road Suite 410W Boca Raton, Florida 33431 wrathellc@whhassociates.com mike@galvincompany.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Jennifer Kilinski and Meredith Hammock in our Tampa office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. We have attached for your convenience the most recent invoices for payment, which are exclusive of time that may have been incurred in the months of January or February. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee will be apportioned between KE LAW GROUP PLLC and/or KUTAK ROCK LLP as they may agree, failing which the apportionment will be determined by dispute resolution proceedings.

Please advise Jere Earlywine and us in writing, as quickly as possible, of the Board's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,
KE LAW GROUP PLLC

Instructions

[] I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

[] I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.

For the Client

RETENTION AND FEE AGREEMENT

I. PARTIES

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

A. Kelly Park Community Development District ("Client")
 c/o Wrathell, Hunt & Associates, LLC
 2300 Glades Road, Suite 410W
 Boca Raton, Florida 33431

and

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

II. SCOPE OF SERVICES

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

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

III. CLIENT FILES

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

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client's work are as follows:

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock's regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock's annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client's bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

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

VI. DEFAULT; VENUE

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

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

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

IX. TERMINATION

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

X. EXECUTION OF AGREEMENT

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

XI. **ENTIRE CONTRACT**

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT	KUTAK ROCK LLP		
By:	By:		
Its:	Jere L. Earlywine	•	
Date:	Date: March 6, 2023		

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

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

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

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

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

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

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

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

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

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

COMMUNITY DEVELOPMENT DISTRICT

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Published Daily ORANGE County, Florida

Sold To:

Kelly Park Community Development District - CU80144964 2300 Glades Rd, Ste 410W Boca Raton, FL 33431-8556

Bill To:

Kelly Park Community Development District - CU80144964 2300 Glades Rd, Ste 410W Boca Raton, FL 33431-8556

State Of Florida County Of Orange

Before the undersigned authority personally appeared Rose Williams, who on oath says that he or she is a duly authorized representative of the ORLANDO SENTINEL, a DAILY newspaper published in ORANGE County, Florida; that the attached copy of advertisement, being a Legal Notice in:

The matter of 11200-Misc. Legal Was published in said newspaper by print in the issues of, or by publication on the newspaper's website, if authorized on Sep 23, 2022.

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

Rose Williams

Name of Affiant

Sworn to and subscribed before me on this 24 day of September, 2022, by above Affiant, who is personally known to me (X) or who has produced identification ().

Signature of Notary Public

Signature of Affiant

LEANNE ROLLINS

Notary Public - State of Fiorida
Commission # GG 982233

My Comm. Expires Apr 27, 2024

Bonded through National Notary Assn.

ene Rollins

Name of Notary, Typed, Printed, or Stamped



REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, Florida Statutes ("CCNA"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 10, 2022 by email to gillyardd@whhassociates.com ("District Manager's Office").

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

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



for any expenses associated with the preparation and submittal of the Qualification Statements in response to this request. Any protest regarding the terms of this Notice, or the evaluation criteria on file with the District Manager, must be filed in writing, within seventy-two (72) hours (excluding weekends) after the publication of this Notice. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid Notice or evaluation criteria provisions. Any person who files a notice of protest shall provide to the District, simultaneous with the filling of the notice, a protest bond with a responsible surety to be approved by the District and in the amount of Twenty Thousand Dollars (\$20,000.00). 9/23/2022 7293582

72935822

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

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REQUEST FOR QUALIFICATIONS FOR ENGINEERING SERVICES FOR THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

RFQ for Engineering Services

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

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

The District will review all Applicants and will comply with Florida law, including the Consultant's Competitive Negotiations Act, Chapter 287, *Florida Statutes* ("**CCNA**"). All Applicants interested must submit electronic copies of Standard Form No. 330 and the Qualification Statement by 12:00 p.m., on October 10, 2022 by email to gillyardd@whhassociates.com ("**District Manager's Office**").

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

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

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

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

KELLY PARK 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

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

(Weight: 25 Points)

(Weight: 20 Points)

(Weight: 5 Points)

(Weight: 5 Points)

3) Geographic Location

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

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

6) Recent, Current and Projected Workloads

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.

COMMUNITY DEVELOPMENT DISTRICT

Kelly Park

Community Development District

Request for Qualifications for Engineering Services

Prepared For

District Manager's Office

City of Apopka

Orange County, Florida

Date

October 10, 2022





Orlando Office: 2602 E. Livingston Street Orlando, FL 32803

October 10, 2022

Jacksonville Office:
(407) 487-2594
poulosandbennett.com

Jacksonville, FL 32258

District Manager Office Kelly Park Community Development District City of Apopka, Orange County, Florida

RE: Request for Qualifications for Engineering Services Kelly Park Community Development District

Thank you for the opportunity to present our qualifications to provide engineering services for the Kelly Park Community Development District (Kelly Park CDD). Poulos & Bennett will bring incomparable attention to detail regarding the CDD's water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, onsite public roadway improvements, and other public improvements with a highly dedicated team of experienced professionals who will meet all your civil engineering, and related needs. In addition, we pride ourselves on the quality and extent of our client customer service and are committed to continuing that reputation in support of the Kelly Park CDD.

To best serve the Kelly Park CDD for engineering services, Poulos & Bennett has teamed up with Bio-Tech Consulting, Inc. (environmental consultant), PEC Surveying (land surveyor), Universal Engineering Sciences (Geotech), Traffic Mobility Consultants (traffic/transportation) and Bonnett Design Group (landscape architect). Poulos & Bennett has successfully worked with each of these firms, and we are confident they will provide a highly experienced and efficient team for the services required by the Kelly Park CDD. Poulos & Bennett and the assembled team members are all headquartered in the Central Florida area and can provide quick and efficient service to the Kelly Park CDD.

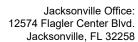
The Poulos & Bennett team is the best fit for carrying out this project expeditiously and efficiently based on our significant experience with Community Development Districts. Our Orlando office location, our thorough understanding of South Florida Water Management District (SFWMD) criteria and permitting, as well as our long-standing relationships with SFWMD and Orange County staff to provide a uniquely positioned team of professionals to facilitate the requirements of the Kelly Park CDD. Our team has extensive experience and strong relationships with Orange County staff, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers, and planners in our practice, and committed advocates for our clients.

We appreciate the opportunity to provide our qualifications to the Kelly Park CDD for engineering services and are excited about the possibility of providing high-quality and cost-effective engineering services to meet your needs. Our engineering experience, coupled with the talent and experience of the overall team, will meet and exceed the needs of the Kelly Park CDD. Please do not hesitate to contact us should you need any additional information.

Sincerely,

Lance Bennett Principal-In-Charge

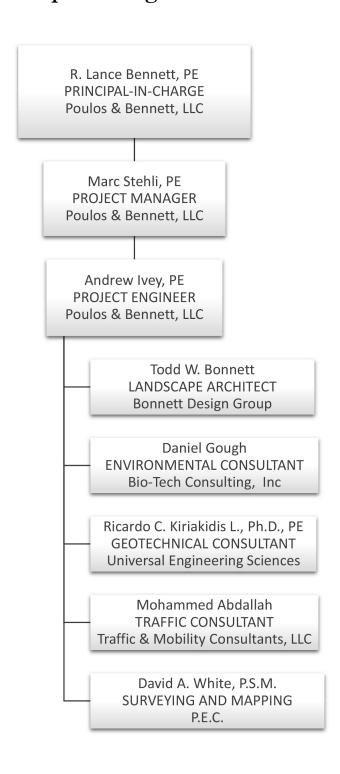
Lance Bennett





Orlando Office: 2602 E. Livingston Street Orlando, FL 32803

Proposed Organization Chart



ARCHITECT - ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS A. CONTRACT INFORMATION 1. TITLE AND LOCATION (City and State) 2. PUBLIC NOTICE DATE 3. SOLICITATION OR PROJECT NUMBER **B. ARCHITECT-ENGINEER POINT OF CONTACT** 4. NAME AND TITLE 5. NAME OF FIRM 6. TELEPHONE NUMBER 7. FAX NUMBER 8. E-MAIL ADDRESS 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 a. CHECK IF BRANCH OFFICE b. CHECK IF BRANCH OFFICE C. CHECK IF BRANCH OFFICE d. CHECK IF BRANCH OFFICE e. CHECK IF BRANCH OFFICE f. CHECK IF BRANCH OFFICE D. ORGANIZATIONAL CHART OF PROPOSED TEAM (Attached)

		EY PERSONNEL PROPOSEI lete one Section E for each k		RACT	
12.	NAME	13. ROLE IN THIS CONTRACT	· · · /	14.	. YEARS EXPERIENCE
				a. TOTAL	b. WITH CURRENT FIRM
15.	FIRM NAME AND LOCATION (City and State)				
16.	EDUCATION (Degree and Specialization)	17. CURR	ENT PROFESSIONAL R	EGISTRATION	N (State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Awards, etc.)			
		19. RELEVANT PROJECT	TS .		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	. ,	CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)				COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			` '	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm

	E. RESUMES OF K	EY PERSONNEL PR			·
12.	NAME (Som)	13. ROLE IN THIS CON			4. YEARS EXPERIENCE
N/I	lara Stabli DE LEED AD	Drainet Managa		a. TOTAL	b. WITH CURRENT FIRM
	arc Stehli, PE, LEED AP	Project Manage	<i>T</i>	25	3
	FIRM NAME AND LOCATION (City and State) ulos & Bennett, LLC - Orlando, FL				
	EDUCATION (Degree and Specialization)		17. CURRENT PR	OFESSIONAL REGISTRATION	DN (State and Discipline)
BS	Civil Engineering, University of Central Florida		Florida Register	ed Professional Engineer I	No.52781
	OTHER PROFESSIONAL QUALIFICATIONS (Publications, O ED Accredited Professional; Member of the American	· · · · · · · · · · · · · · · · · · ·			
		19. RELEVANT F	PROJECTS		_
	(1) TITLE AND LOCATION (City and State)		a a mana a m	(2) YEA	R COMPLETED
	Harmony West Community Developm	ent District			S CONSTRUCTION (If applicable)
	Osceola County, Florida			2018 - Current	N/A
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE Marc served as District Engineer for this 287-acre tract that consists of 631 single for centers. Professional engineering services are provided on a continuing basis for placed administration services and construction oversight, and providing designs and specific specifi			amily homes and three anning, preparing repo ifications for roadways	rts and plans, providing contrac , buffer walls, water facilities,
	sewer facilities, reclaimed water facilities, and s	stormwater manager	nent facilities. E	7	
	(1) TITLE AND LOCATION (City and State)			25.62	R COMPLETED S CONSTRUCTION (If applicable)
	Windermere Isles Orange County, Florida		2015-2017	N/A	
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE M. Stehli acted as Project Manager providing civil engineering design, permitting, and construction administration services for the development of a 117 unit single family residential development. Project include on-site stormwater management's facilities, hydraulic modeling of extensive off-site wetlands, and design of a triple 6'x3' box culvert wetland crossing.				
	(1) TITLE AND LOCATION (City and State)			17.15	R COMPLETED
	Legado Subdivision				CONSTRUCTION (If applicable)
	Orange County, Florida (3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	ODEOLEIO DOLE		2014	N/A
c.	M. Stehli acted as Project Manager providing ci		n normitting a	✓ Check if project pe	formed with current firm
	services for the development of a 160 unit sing				
	wetland impacts and the hydraulic modeling of				100 mg/s
	elevated wetland crossing with retaining walls and box culverts.				
	(1) TITLE AND LOCATION (City and State)				R COMPLETED
	Orangewood N-2 PD, Parcel 11			remandement at representation	S CONSTRUCTION (If applicable)
	Orange County, Florida			2013-2015	N/A
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S M. Stehli acted as Project Manager for the rede		rande Pines Gol	✓ Check if project pe f Course. Mr. Stehli ove	formed with current firm ersaw the
	preparation and processing of a Preliminary Su and modeling of the master stormwater mana- servicing the approximate 200-acre developme	gement system whic	Actually approximents and activities	 est papa assa a common a demanda de manda de la propertion de la companya de la com	property of the state of the property of the state of the
	(1) TITLE AND LOCATION (City and State)			(2) YEA	R COMPLETED
	Hickory Nut Estates Orange County, Florida			PROFESSIONAL SERVICE 2014 to Present	S CONSTRUCTION (If applicable) N/A
	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND	SPECIFIC ROLE		VINCENCE BRIANCE BEST SCENTERSON	formed with current firm
e.	M. Stehli acted as Project Manager for this 40 to fa Planned Development Land Use Plan, Prelion-site and off-site wetlands, wetland impacts,	unit single family subo iminary Subdivision F	Plan and Final E	tincluded the preparatingineering Plans. Desig	ion and processing n included modeling of

	E. RESUMES OF KEY PERS	SONNEL PROPOSED FOR Section E for each key per			
2. NAME		IN THIS CONTRACT		. YEARS EXPERIENCE	
_			a. TOTAL	b. WITH CURRENT FIRM	
Andre Ive , PE	-	t Engineer	8	8	
5. FIRM NAME AND LOCATION (Ci					
Poulos & Bennett, LLC - Orlar					
6. EDUCATION (Degree and Special	ization)	17. CURRENT PF	ROFESSIONAL REGISTRATION	N (State and Discipline)	
BS Environmental Engineering - L	Iniversity of Central Florida	Florida Register	ed Professional Engineer (N	o. 0086607)	
8. OTHER PROFESSIONAL QUALIF	ICATIONS (Publications, Organizations	s, Training, Awards, etc.)			
	al Transition Committee; Former C		_		
ormer Board Member, Orange (County EPC; Former Steering Com	mittee Member, Central Flori	da Water Initiative; Board c	of Directors, Back to Nature	
	19 R	ELEVANT PROJECTS			
(1) TITLE AND LOCATION (City &	and State)		(2) YEAR	COMPLETED	
Harmony West Comn	nunity Development Dist	trict Senior Engineer	PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
Osceola County, Florida			2018 - Current	N/A	
_ I	cope, size, cost, etc.) AND SPECIFIC R		Check if project perfect to family because and three	ormed with current firm	
Allulew serves as a serilor	Engineer for this 287-acre tra-	_			
amenity centers. Professional engineering services are provided on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer					
1 .	er facilities, reclaimed water fa			ions for roadways, buffer	
(1) TITLE AND LOCATION (City ar	*	demities, and stormwater in		COMPLETED	
	munity Development Dis	strict enior Engineer		CONSTRUCTION (If applicable)	
Minneola, Florida	, .	· ·	2018 - Current	(,,,, , , , ,	
·	scope, size, cost, etc.) AND SPECIFIC F	DOLE	✓ Check if project performed with current firm		
			nnment Professional end	gineering services are nrovid	
Andrew serves as the Senior Engineer for this 1,754 unit single family home develor for planning, preparing reports and plans, providing contract admin services and co			-	-	
	s, buffer walls, water facilities,		_		
(1) TITLE AND LOCATION (City a	and State)		(2) YΕΔR	COMPLETED	
	D Engineer o ecord		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
Orlando, Florida	3		2018 - Current	N/A	
(3) BRIEF DESCRIPTION (Brief s	cope, size, cost, etc.) AND SPECIFIC R	ROLE	✓ Check if project perf	ormed with current firm	
	iple residential phases, multipl	e utilities, exteriors, mass	grading phases, and two	roadway extensions.	
Andrew served as the Eng	neer of Record.				
Androw corved as the Dro	ioct Engineer				
Andrew served as the Pro			(2) YFAR	COMPLETED	
Radio Road - Project	Engineer		PROFESSIONAL SERVICES	CONSTRUCTION (If applicable)	
Leesburg, Florida			2018 - Current	N/A	
	cope, size, cost, etc.) AND SPECIFIC R		✓ Check if project perf	ormed with current firm	
The project involved designing and permitting a 2-phase, 224-unit single-family					
residential development.	residential development. Andrew served as the Engineer of Record.				
(1) TITLE AND LOCATION (City a	and State)		(2) YΕΔR	COMPLETED	
Ridgewood Lakes To			` '	CONSTRUCTION (If applicable)	
Polk County, Florida	WIIIIOIIIE3		2018 - 2019	applicable)	
(3) BRIEF DESCRIPTION (Brief s	cope, size, cost, etc.) AND SPECIFIC R	ROLE	✓ Check if project perf	ormed with current firm	
1	gning and permitting of a 113 (
of Record.		ļ		<u> </u>	

		F KEY PERSONNEL PROPOSED Fromplete one Section E for each key		•	
12.	NAME	13. ROLE IN THIS CONTRACT	porcon.,	14. `	YEARS EXPERIENCE
	Todd W. Bonnett, RLA, LEED AP,	Landscape Architect		a. TOTAL	b. WITH CURRENT FIRM
	CNU-a			30	15
15.	FIRM NAME AND LOCATION (City and State) Bonnett Design Group, Ilc - Maitland, Florida				
16.	EDUCATION (DEGREE AND SPECIALIZATION)	17. CURRI	ENT PROFESSIONAL RE	GISTRATION	N (STATE AND DISCIPLINE)
	University of Florida, Bachelor of Landscape Archi	tecture with Honors Regis	stered Landscape	Florida, F	L #LA0001718
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications,	Organizations, Training, Awards, etc.)			
	LEED AP with experience with multiple p documentation.	oublic school projects including	g sustainable desig	ın techniq	ues and LEED
	Accredited member of the Congress for t environments.	he New Urbanism focused on	the creation of pu	blic realm	spaces within urban
		19. RELEVANT PROJECTS			
	(1) TITLE AND LOCATION (City and State)	مادند	PROFESSIONAL SERV	YEAR COM	IPLETED CONSTRUCTION (If Applicable)
	Site 113 High School, Orlando, Flor	iua	2018		2019-2021
	Orange County Public Schools (3) BRIEF DESCRIPTION (Brief scope, size, cost, et	AND SPECIFIC ROLE			
а			[X] Check if project	periormea w	vith current firm
	Landscape and irrigation design for th	ie new greentield nigh school.	•		
	(1) TITLE AND LOCATION (City and State)		(2) YEAR COM	
	Site 80High School, Orlando, Florid	la	PROFESSIONAL SERV		CONSTRUCTION (If Applicable)
	Orange County Public Schools		2018	4	2019-2021
b	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	tc.) AND SPECIFIC ROLE	[X] Check if project	nerformed w	vith current firm
	Resort Landscape Architecture for ne	w residential resort communit			
	amenities.	w residential resort communit	y with multiple par	ks, open s	space areas, and
	amenides.				
	(1) TITLE AND LOCATION (City and State)) YEAR COM	
	High School HHH, St. Johns Count	y Schools	PROFESSIONAL SERV		CONSTRUCTION (If Applicable)
			2019	4	2019-2021
С	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	tc.) AND SPECIFIC ROLE	[X] Check if project	performed w	vith current firm
	Landscape and Irrigation Design for the				
	Landscape and imgation besign for the	The LLLD certified elementary	Scribbi in Ochilar i	ιστιαά. (ψ	13,000,000)
	(1) TITLE AND LOCATION (City and State)	Arlanda Elarida	PROFESSIONAL SERV) YEAR COM	IPLETED CONSTRUCTION (If Applicable)
	Parramore Downtown K8 School, C	mando, Fiorida	2015		2017
d	Orange County Public Schools				
u	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et	tc.) AND SPECIFIC ROLE	[X] Check if project	performed w	vith current firm
	Landscape and irrigation design for th	ne new urban campus K-8 can	npus in Downtown	Orlando.	
		•	•		
	(1) TITLE AND LOCATION (City and State)) YEAR COM	
	Audubon Park K8 School, Orlando,	Fiorida	PROFESSIONAL SERV		CONSTRUCTION (If Applicable)
	Orange County Public Schools	AND ODEOLEIO DOLE			
е	(3) BRIEF DESCRIPTION (Brief scope, size, cost, et		[X] Check if project	performed w	vith current firm
	Landscape and irrigation design for th	ne new urban campus K-8 can	npus		

	E. RESUMES OF KE (Comple	EY PERSONNEL PR ete one Section E fo			ACT		
12.	NAME	13. ROLE IN THIS CON	TRACT	· · · · · · · · · · · · · · · · · · ·		14. YEAF	RS EXPERIENCE
Da	niel Gough	Environmental	Consult	ant	a. TOTAL	-	b. WITH CURRENT FIRM 18
15.	FIRM NAME AND LOCATION (City and State)						
	Bio-Tech Consulting, Inc Orlando, F	L					
	EDUCATION DEGREE AND SPECIALIZATION)			NT PROFESSIONAL RE		•	,
Ва	chelor of Environmental Science, Biologic	cal		e/Herbicide Certi			
Sc	iences (Minor in Planning) - 2001			or's Course and (•
			Clean L	akes Initiative Ce	rtified T	raining	g – #051105-062
proj	. OTHER PROFESSIONAL QUALIFICATION sponsible for providing environmental assistar ects. Areas of specialization include Wetland ality Monitoring and Mitigation services.	IS Publications, Once to engineers, d Delineations, Dred	rganization levelopers dge/Fill an	ns, Training, Awa and property ow d Environmental	ards, etc ners for Resour	c.) variou ce Peri	is land development mitting, Water
		19. RELEVANT P	PROJECTS	1			
	1) TITLE AND LOCATION City and State)				(2) YEAR	1	
	The Sanctuary - Seminole County, FL			PROFESSIONAL SEI	RVICES	CONST N/A	TRUCTION (If applicable
a.	3) BRIEF DESCRIPTIONNIBA	BEFTESCOUPLE, STUDEL, Ecost, etc.)		Check if pro	oject perfo	ormed w	ith current firm
	Provided environmental assistance to engin characterization, reports, and documentation		es, includii	ng environmenta	l site as	sessm	ents, habitat
	1) TITLE AND LOCATION City and State)				(2) YEAR	COMPLE	TED
	Sereona – Orange County, FL			PROFESSIONAL SEI	RVICES	CONS ⁻ N/A	TRUCTION (If applicable
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND S	SPECIFIC ROLE		Check if pro	oject perfo	rmed wi	th current firm
	Provided environmental assistance to engine and documentation, endangered species as				ter qual	ity repo	orting
	1) TITLE AND LOCATION City and State)				(2) YEAR	COMPLE	TED
	Storey Grove- Orange County, FL			PROFESSIONAL SEI 2012-2022	RVICES	CONST N/A	TRUCTION (If applicable
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND S	SPECIFIC ROLE		Check if project performed with current firm			
	Provided environmental assistance to engin determination, and conservation area impact		lomes, inc	luding conservat	ion area	1	
	1) TITLE AND LOCATION City and State) FL				(2) YEAR	COMPLE	TED
				PROFESSIONAL SEI	RVICES	CONS ⁻ N/A	TRUCTION (If applicable
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND S	SPECIFIC ROLE		Check if pro	oject perfo	ormed wi	th current firm
	1) TITLE AND LOCATION City and State)				(2) YEAR	COMPLE	TED
				PROFESSIONAL SEI	RVICES	CONS ⁻ N/A	TRUCTION (If applicable
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc. AND S	SPECIFIC ROLE		Check if pro	oject perfo	ormed wi	th current firm

	E. RESUMES OF KEY PERS			TRACT			
12 N	(Complete one Section E for each key person.) 12. NAME 13. ROLE IN THIS CONTRACT 14. YEARS EXPERIENCE						
	cicardo C. Kiriakidis L. Ph.D.,P.E. Sr. Ge	otechnical Engineer/ tment Manager		a. TOTAL	b. WITH CURRENT FIRM		
ι	RM NAME AND LOCATION (City and State) Iniversal Engineering Sciences, LLC – Orlando, Flor	ida					
Е	DUCATION (Degree and Specialization) S, Civil Engineering; MS, Civil Engineering hD, Civil Engineering		ressional Red ofessional En		State and Discipline)		
F h r	THER PROFESSIONAL QUALIFICATIONS (Publications, Organizations) Cicardo Kiriakidis has 23 years of experience encom ad technical responsibility for more than 600 designemediation projects throughout Florida. Note: a large UDs and CDDs and have involved scopes including eview, groundwater assessment, foundation designs	passing all areas of Geot projects, over 2,500 fore e percentage of these geon dewatering plans and s s, peer review, and supplo	nsic exploration otechnical propections, pecifications, demental explo	on projects jects have stormwatei	and 500 subsurface been performed on		
		RELEVANT PROJECTS	<u> </u>				
	(1) TITLE AND LOCATION (City and State) Harmony Central North Neighborhood (Osceola	County, Florida)	PROFESSION SERVICES 2019 & 2020	. ,	R COMPLETED CONSTRUCTION (If applicable) N/A		
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm		
	The project was part of a large community in various phases providing oversight and quality review of all work products, s provide additional roadway borings, muck probe data and post a supplemental groundwater evaluation within the northern page 2020 per the client's request.	cheduling and budgeting. Scor and borings to evaluate the fill s	nsible engineer/n bes included supp suitability of the s	nanager, Rica plemental geo oils present w	rdo was responsible for technical exploration to ithin the referenced site; and		
	(1) TITLE AND LOCATION (City and State)	O.		. ,	R COMPLETED		
	Silverleaf Phases 1, 2 3A & 3B (AKA Horizons We (Winter Garden, Orange County, Florida)	ist)	PROFESSION SERVICES 2020 & 2022		CONSTRUCTION (If applicable) N/A		
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm		
	The project consisted of the construction of a large communi was responsible for providing oversight and quality review of exploration (2020), limited geotechnical exploration (2020), a Parcel B (2022). UES also provided geotechnical peer review	all work products, scheduling and geotechnical exploration (2)	and budgeting. S 022); and a geot	copes include	ed design level geotechnical		
	(1) TITLE AND LOCATION (City and State)	/// O /		(2) YEAI	R COMPLETED		
	Waterleigh PD (Phases 1 thru 5) and Waterleigh \(\mathbb{U}\) (Winter Garden, Orange County, Florida)	/illage Center	PROFESSION SERVICES 2016-2022		CONSTRUCTION (If applicable) N/A		
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	formed with current firm		
	The project consisted of the construction of a subdivision wit story apartment dwellings, commercial and recreational space for providing oversight and quality review of all work product included design level geotechnical explorations, limited/supp feature delineations, permit assistance, and environmental s	es, as well as a school. As the s, scheduling and budgeting. S lemental geotechnical explorat	responsible eng copes UES has pi ions, dewatering	ineer/manage provided over plans, muck sessments, w	er, Ricardo was responsible the past several years have probing, school site karst eir walls and roadways.		
	(1) TITLE AND LOCATION (City and State) Kindred Phases 1, 2, 3 & 5 and Amenity Center		PROFESSION	. ,	COMPLETED CONSTRUCTION (If		
	(Osceola County, Florida)		SERVICES 2021-2022	IAL	applicable) N/A		
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	⊠ Check i	f project per	ormed with current firm		
	The project involved construction of a residential subdivision in Osceola County, Florida. As the responsible engineer/manager, Ricardo was responsible for providing oversight and quality review of all work products, scheduling and budgeting. Scopes included various design level geotechnical explorations, a geotechnical exploration for the proposed amenity center, dewatering plan and permit assistance, muck probing, pavement evaluation, and groundwater assessments.			rious design level			
	(1) TITLE AND LOCATION (City and State)			(2) YEA	R COMPLETED		
	Soil Bearing Capacity Evaluation for Building Pac Pool Restroom (St. Cloud, Osceola County, Florid		PROFESSION SERVICES 2018		CONSTRUCTION (If applicable) N/A		
e.	3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPE	CIFIC ROLE	☐ Check i	f project per	formed with current firm		
e.	The project consisted of assessing the soil bearing capacity explored with a Dynamic Cone Penetrometer at shallow dep provided to the civil engineer to be used in their design.	for the proposed pool restroom	s at the subject s	site. The subs	urface conditions were		

		EY PERSONNEL PROF			ACT	
12.	NAME	13. ROLE IN THIS CONTRAC			14.	YEARS EXPERIENCE
				a.	TOTAL	b. WITH CURRENT FIRM
15	FIRM NAME AND LOCATION (City and State)					
10.	THAN IN MILE THE ESSENTION (SILV and State)					
16.	EDUCATION (Degree and Specialization)	17.	CURRENT PROFES	SIONAL REG	ISTRATION	(State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or,	ganizations, Training, Awards,	etc.)			
		19. RELEVANT PRO	JECTS			
	(1) TITLE AND LOCATION (City and State)		200	EEOOLONIAL (COMPLETED
			PRO	FESSIONAL S	SERVICES	CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE		Check if pr	oject perfo	rmed with current firm
a.						
	(1) TITLE AND LOCATION (City and State)					COMPLETED
			PRO	FESSIONAL S	SERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if pr	roject perfo	rmed with current firm
D.						
	(1) TITLE AND LOCATION (City and State)		DDO	EESSIONAL S		COMPLETED CONSTRUCTION (If applicable)
			FRO	FESSIONAL	SERVICES	CONSTRUCTION (II applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE		Check if pr	roject perfo	rmed with current firm
C.				_		
	(1) TITLE AND LOCATION (City and State)		PPO	EESSIONALS	. ,	COMPLETED CONSTRUCTION (If applicable)
			FRO	I LOSIONAL C	SLIVICLS	CONSTRUCTION (II applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	PECIFIC ROLE		Check if pr	roject perfo	rmed with current firm
u.						
	(1) TITLE AND LOCATION (City and State)		220			COMPLETED
			JPRO	ressional S	SEKVICES	CONSTRUCTION (If applicable)
•	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE		Check if pr	roject perfo	rmed with current firm
e.				,		

		EY PERSONNEL PROPOSEI lete one Section E for each k		RACT	
12.	NAME	13. ROLE IN THIS CONTRACT	,	14.	. YEARS EXPERIENCE
				a. TOTAL	b. WITH CURRENT FIRM
15.	FIRM NAME AND LOCATION (City and State)				
16.	EDUCATION (Degree and Specialization)	17. CURR	ENT PROFESSIONAL R	EGISTRATION	N (State and Discipline)
18.	OTHER PROFESSIONAL QUALIFICATIONS (Publications, Or	ganizations, Training, Awards, etc.)			
		19. RELEVANT PROJECT	ſS		
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	. ,	CONSTRUCTION (If applicable)
a.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)				COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
b.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			` '	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
c.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
d.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm
	(1) TITLE AND LOCATION (City and State)			(2) YEAR	COMPLETED
			PROFESSION	AL SERVICES	CONSTRUCTION (If applicable)
e.	(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND S	SPECIFIC ROLE	Check i	f project perfo	ormed with current firm

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

20. EXAMPLE PROJECT KEY NUMBER

1

21. TITLE AND LOCATION (City and State)

Harmony West Community Development District
Osceola County, Florida

22. YEAR COMPLETED

PROFESSIONAL SERVICES CONSTRUCTION (If applicable)

2018 - Current N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sunterra Communities	Denver Marlow	407-542-4909

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

The Harmony West Community Development District is a 287 acre tract that consists of 631 single family homes and three supporting recreational amenity centers. Poulos & Bennett serves as the CDD Engineer. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$31,750,000.

FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer			
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
Bio-Tech Consulting, Inc.	Orlando, Florida	Environmental Consultant			
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
niversal Engineering ciences	Orlando, Florida	Geotechnical Consultant			
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
Tra ic o ilit Consultants	Orlando, Florida	Tra ic Engineering			
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
	(1) FIRM NAME Poulos & Bennett, LLC (1) FIRM NAME Bio-Tech Consulting, Inc. (1) FIRM NAME niversal Engineering ciences (1) FIRM NAME	(1) FIRM NAME Poulos & Bennett, LLC Orlando, Florida (2) FIRM LOCATION (City and State) Orlando, Florida (3) FIRM NAME (4) FIRM NAME Orlando, Florida (5) FIRM LOCATION (City and State) Orlando, Florida (6) FIRM LOCATION (City and State) Orlando, Florida (7) FIRM NAME Orlando, Florida (8) FIRM LOCATION (City and State) Orlando, Florida (9) FIRM LOCATION (City and State) Orlando, Florida (1) FIRM NAME Orlando, Florida (2) FIRM LOCATION (City and State) Orlando, Florida			

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

20. EXAMPLE PROJECT KEY NUMBER

2

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Tohoqua Community Development DistrictOsceola County, Florida

PROFESSIONAL SERVICES CO 2018 - Current

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Tohoqua Development Group, LLC	Robert L. Secrist	407-509-4292

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

The Tohoqua Community Development District is a 784 acre mixed use development that consists of 3,220 residential units, 200 hotel rooms, and 443,720 square feet of commercial space. Poulos & Bennett serves as the CDD Engineer for the Tohoqua CDD. Professional engineering services are provided on a continuing basis for the District's capital improvements. The engineering services are related to drainage and surface water management system, waterline and accessories, sewer system, landscape/irrigation lines, roadways, and amenity facilities. Estimated CDD construction cost of \$72,000,000.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
b.	Bio-Tech Consulting, Inc	Orlando, Florida	Environmental Consultant			
с.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			

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

20. EXAMPLE PROJECT KEY NUMBER

3

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Windward Community Development District Osceola County, FL

PROFESSIONAL SERVICES
2017 - Current

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

K Hovnanian at Mystic Dunes, LLC

b. POINT OF CONTACT NAME

Ed Kassik

c. POINT OF CONTACT TELEPHONE NUMBER

407-452-7871

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

The Four Seasons at Orlando is a 127 acre residential development that consists of 469 residential units established as Windward CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. This totals an estimated construction cost of over \$22,700,000. Poulos & Bennett serves as the CDD engineer for the Windward CDD.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	Bio-Tech Consulting, Inc.	Orlando, Florida	Environmental Consultant	
с.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

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

20. EXAMPLE PROJECT KEY NUMBER

4

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Storey Park Community Development DistrictOrlando, Florida

PROFESSIONAL SERVICES
2013 -Current

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER
Lennar Homes
b. Point of Contact Name
Lennar Homes
c. Point of Contact telephone number
407-287-2547

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

The Storey Park Community Development District is a 1261 acre mixed-use residential and commercial development. Poulos & Bennett serves as the CDD engineer for the Storey Park CDD. Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. Estimated CDD construction cost of \$35,000,000.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	niversal Engineering ciences	Orlando, Florida	Geo-technical Consultant	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
C.	Tra ic o ilit Consultants	Orlando, Florida	Tra ic Consultant	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

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

20. EXAMPLE PROJECT KEY NUMBER

5

22. YEAR COMPLETED

21. TITLE AND LOCATION (City and State)

Tapestry Community Development District *Kissimmee, Florida*

PROFESSIONAL SERVICES
2013 - 2017

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER

Mattamy Homes

b. POINT OF CONTACT NAME

David Hulme

c. POINT OF CONTACT TELEPHONE NUMBER

407-215-6282

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

The Tapestry Community Development District is a 243 acre residential development. This project consists of 1037 units of single and multi-family homes. Poulos & Bennett served as the interim CDD engineer for the Tapestry CDD. Professional engineering services are required on a continuing basis for civil engineering design, permitting, and construction management for roadway, utility and stormwater infrastructure design with an estimated construction cost of \$19,500,000.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	Bio-Tech Consulting, Inc.	Orlando, Florida	Environmental Consultant	
с.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

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

20. EXAMPLE PROJECT KEY

21. TITLE AND LOCATION (City and State)

Sunbridge Stewardship District Engineers Osceola County, FL

22. YEAR COMPLETED PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) 2018

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Tavistock Development	Clint Beaty	407-909-9917

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

The Sunbridge Stewardship District is a 19,140-acre mixed use residential and commercial development located in Osceola County, Florida. Poulos & Bennett serves as stewardship district engineer for the Sunbridge Stewardship District. Professional engineering services are required on a continuing basis for planning, preparing reports/plans, providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities, meeting attendance, review and execution of documents under the SSD's Trust Indentures and monitors SSD projects. Poulos & Bennett also provides general services related to the construction of SSD projects including contract administration services and construction oversight, such as site visits and full-time construction management of SSD projects. Estimated professional services cost of \$200,000.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer		
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
b.	niversal Engineering ciences	Orlando, Florida	Geo-technical Consultant		
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
C.	Tra ic o ilit Consultants	Orlando, Florida	Tra ic Consultant		
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE		

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

20. EXAMPLE PROJECT KEY

7

21. TITLE AND LOCATION (City and State)

Sunbridge Northeast District Osceola County, FL

22. YEAR COMPLETED PROFESSIONAL SERVICES | CONSTRUCTION (If applicable) 2017

N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Tavistock Development	Clint Beaty	407-909-9917

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

Sunbridge Northeast District is a 19,140 acre mixed use residential and commercial development located in Osceola County, Florida. Project scope includes Master Drainage Plan, Master Utility Plan, Lake Navigation Plan, Civil support design services associated with a new Water and Wastewater Treatment plant, Transportation Corridor Design Studies, Design and Permitting of Utility Transmission mains, Roadways, and Residential and Commercial Developments. The project includes permitting through the following agencies Osceola County, Toho Water Authority, South Florida Water Management District, Army Corp. of Engineers, City of St. Cloud, Florida Department of Environmental Protection. Estimated Construction Cost over \$1.7 B.

	25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	niversal Engineering ciences	Orlando, Florida	Geo-Technical Consultant	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
C.				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
d.				
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
e.				
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.				

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)

Four Seasons at Orlando
Osceola County, Florida

22. YEAR COMPLETED
PROFESSIONAL SERVICES CONSTRUCT
2017

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
K Hovnanian at Mystic Dunes, LLC	Charles Dennis	321-263-2686

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

Poulos & Bennett provided professional services for the Four Seasons at Orlando, a 127 acre residential development that consists of 469 residential units. Poulos & Bennett prepared construction plans and provided permitting services for the the 22-acre Four Seasons of Orlando - Tract C project, which consists of 105 detached single family residential units and associated infrastructure; 31-acre Four Seasons of Orlando - Tract D project, which consists of 136 detached single family residential units and associated infrastructure; the 32-acre Four Seasons of Orlando - Amenity Center project, which consists of a 6.5-acre amenity/recreation tract, 1,200 linear feet of divided boulevard, and nine (9) detached single family residential units; and the 7.5-acre Four Seasons of Orlando - Spine Road project, which consists of 3,450 linear feet of divided boulevard and offsite roadway improvements.

Professional engineering services are required on a continuing basis for planning, preparing reports and plans, providing contract administration services and construction oversight, and providing designs and specifications for roadways, buffer walls, water facilities, sewer facilities, reclaimed water facilities, and stormwater management facilities. These project required coordination with both Toho Water Authority and Osceola County and had an estimated construction cost over \$10M.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	Bio-Tech Consulting, Inc.	Orlando, Florida	Environmental Consultant	
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
C.	niversal Engineering ciences	Orlando, Florida	Geo-Technical Consultant	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

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

20. EXAMPLE PROJECT KEY NUMBER

8

21. TITLE AND LOCATION (City and State)

Grande Pines Orangewood N-2 PD, Parcel 11Orlando, Florida

PROFESSIONAL SERVICES CONSTRU 2013

22. YEAR COMPLETED

CONSTRUCTION (If applicable)
N/A

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Park Square Homes	Randy Jones	407-529-3048

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

Poulos & Bennett provided professional services for the Grande Pines Orangewood N-2 PD, Parcel 11, a 423 single family residential subdivision within the approximate 207 acre development. Services for the project included the design and modeling of the master stormwater management system which included eighteen interconnected stormwater management ponds servicing the development as well as master utility design, and preparation of construction plans for the development.

This project required coordination with South Florida Water Management District, City of Orlando, and Orange County, and Valencia Water Control District and had an estimated construction cost over \$17M.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
b.	Bio-Tech Consulting, Inc.	Orlando, Florida	Environmental Consultant	
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
c.	Bio-Tech Consulting, Inc.	Orlando, Florida	Geo-Technical Consultant	
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
е.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	
f.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE	

(Present as many projects as requested by the agency, or 10 projects, if not specified.

Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER

10

21. TITLE AND LOCATION (City and State)

ills o inneola CDD

Lake County, Florida

22. YEAR COMPLETED
PROFESSIONAL SERVICES CONSTRUCT
2013-Ongoing O

CONSTRUCTION (If applicable)
Ongoing

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER
Sunterra	Denver Marlow	407-542-4909

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

Poulos & Bennett provided professional services for Hills of Minneola CDD. Poulos & Bennett prepared construction plans and provided permitting services for over 2,000 residential lots in multiple phases.

Poulos & Bennett also prepared the Master Drainage Plan which included pre and post development conditions, offsite drainage basins/contributing flows, floodplain compensating storage calculations, nutrient loading calculations, and design of multiple conspan bridge structures.

Additionally, Poulos & Bennett prepared the Master Utility Plan which included potable water, reclaimed water, and wastewater system designs to serve the future mixed-use development. The wastewater system included design of 4 pump stations (duplex configurations), the associated manifold force main systems, and also provided for 3 different phased conditions.

These projects required coordination with St. Johns River Water Management District, City of Minneola, and Lake County Utilities.

	FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT					
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
a.	Poulos & Bennett, LLC	Orlando, Florida	Civil Engineer			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
b.	Bio-Technical Consulting	Orlando, Florida	Environmental Consultant			
_	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
C.	Tra ic o ilit Consultants	Orlando, Florida	Tra ic Consultant			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
d.	niversal Engineering Consultants	Orlando, Florida	Geo-Technical Consultant			
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
e.						
	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE			
f.						

KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS 28. EXAMPLE PROJECTS LISTED IN SECTION F 26. NAMES OF KEY 27. ROLE IN THIS (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.) **PERSONNEL** CONTRACT (From Section E, Block 12) (From Section E, Block 13) 3 4 5 6 8 10 **2EXAMPLE PROJECTS KEY** NUMBER NUMBER TITLE OF EXAMPLE PROJECT (From Section F) TITLE OF EXAMPLE PROJECT (From Section F) 6 1 2 7 8 3 9 4 5 10

ADDITIONAL INFORMATION

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

The Poulos & Bennett team has the experience and workload capacity to begin immediately carrying out the Engineering Services necessary for the continued success of the Kelly Park CDD. Our highly responsive staff of 64 team members, including 30 engineers, 6 planners, 7 CAD designers, 9 development services personnel, 4 permit coordinators and 8 highly valuable support staff, are all located in our Orlando Office. Our firm's size and proximity will allow us to become an extension of the Kelly Park CDD staff, working in a seamless relationship and readily available as needed.

Furthermore, Poulos & Bennett was founded on three main pillars: exceptional service to our clients and stakeholders, quality control of our deliverables, and high-level technical expertise. Our personnel take pride in serving our clients through the execution of these principles and are committed to an exceptionally high standard of client service through building long-term relationships, using a proactive approach and taking ownership of our projects.

CERTIFIED MINORITY BUSINESS ENTERPRISE

Poulos & Bennett, LLC is not a certified Minority Business.

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

A key to successful execution of a complex project is understanding the regulatory process, developing a strategic, comprehensive project schedule and managing tasks to meet that schedule. When approaching projects, Poulos & Bennett is a schedule-focused company that develops comprehensive project schedules outlining the regulatory process, milestones and critical paths to achieve the desired outcome. These schedules help provide an overall "road map" that will actively guide the design, development, and permitting of the overall engineering services for Kelly Park CDD. This approach supports the project management system from start to finish. A well-managed and maintained project schedule enables the design and permitting to proceed more effectively and efficiently. Poulos & Bennett prides itself on developing, implementing and managing complex comprehensive project schedules to the direct benefit of our clients.

Doing much of our work in the private sector has required us to be extremely sensitive to costs and budgets, and to especially understand the need for clear schedules to which we strongly adhere. To enhance our firm's services, we have established a Development Services group, one of whose primary functions is to provide cost estimates to our clients. We do this continuously from very early planning level estimates in the Due Diligence stages of project development and programming, to the final bid and award stages of project implementation. We bring our recognized skills in project management to the Kelly Park CDD to manage timelines, work deliverables, key stakeholder communication and project budgets.

GEOGRAPHIC LOCATION

Poulos & Bennett is located at 2602 East Livingston St. Orlando, Florida 32803.

CONSULTANT'S PAST PERFORMANCE

Poulos & Bennett is serving and has served as CDD engineers for multiple projects in Orange County. Our team has extensive proven expertise in all facets of the water distribution system, sanitary sewer facilities, reuse water system, stormwater system, electrical service systems, conservation mitigation, onsite public roadway improvements, and other public improvements that will be undertaken within the Kelly Park CDD. We also understand the need to represent and address the concerns and needs of various stakeholders, especially Kelly Park CDD staff, and have developed a solid reputation for our proactive approach and responsiveness.

Poulos & Bennett team members have been serving clients in Orange County since 1989. We have extensive experience and strong relationships with City of Apopka staff, and we are proud of our reputation as being consummate professionals in our interactions, skilled civil engineers and planners in our practice, and committed advocates for our clients.

F) RECENT, CURRENT AND PROJECTED WORKLOADS

As previously stated, the Poulos & Bennett team has the experience, and workload capacity to begin immediately carrying out the Engineering Services necessary for the success of the Kelly Park Community Development District. Our highly experienced local staff is poised and ready to take ownership of the Kelly Park CDD and possesses a long-term interest in the success of this new district. See below a current project matrix of our designated Kelly Park CDD Principal-In-Charge and Project Manager:

PROJECT LEADS	RECENT, CURRENT AND PROJECTED WORKLOADS
Lance Bennett, E	LPGA Property; Grande Pines; Sunbridge
Principal-In-Charge	
arc tehli, PE Project Manager	Grand Pines; Sunbridge; Storey Park

G VOLUME OF WORK PREVIOUSLY AWARDED TO CONSULTANT BY DISTRICT

Poulos & Bennett, LLC serves as the interim engineers for the Kelly Park CDD.

oulds a definient, Lee serves as the interim engineers for the kerry rank CDD.				
I. AUTHORIZED REPRES	SENTATIVE			
The foregoing is a statem	ent of facts.			
31. SIGNATURE Lance Bernett	32. DATE			
33. NAME AND TITLE	·			

ARCHITECT-ENGINEER QUALIF				_IFICA	ATIONS 1. SOLICITATION NUMBER (If any)					
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h Non-Federal Work				4. \$500,000 to less than \$1 million 9. \$25 million to less than \$50 million						0 million
c. Total Work			- 5. \$1 r	nillion to le	ss than \$2 r	nillion	10. \$50) million o	r greater	
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a. SIGNATU	RE Lance	Bemutt		,g 10 a c		2010.		b.	DATE	
c. NAME AN	THE SHARE N									

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

Kelly Park Community Development District

Request for Qualifications – District Engineering Services

Competitive Selection Criteria

			Ability and	Consultant's	Geographic	Willingness to	Certified	Recent,	Volume of Work	TOTAL SCORE
			Adequacy of	Past	Location	Meet Time and	Minority	Current and	Previously Awarded	
			Professional	Performance		Budget	Business	Projected	to Consultant by	
			Personnel			Requirements	Enterprise	Workloads	District	
		weight factor	25	25	20	15	5	5	5	100
	NAME OF RESPONDENT									
1	Poulos & Bennett, LLC									

Board Member's Signature	Date

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

10



Orlando Office 2602 E. Livingston Street Orlando, Florida 32803

(407) 487-2594 www.poulosandbennett.com Jacksonville Office 7563 Philips Hwy., Suite 303 Jacksonville, Florida 32256

February 8, 2023

Via Email

Kelly Park Community Development District c/o Mike Galvin
121 Snell Isle Blvd.
St. Petersburg, FL 33704
mike@galvincompany.com

Subject: Amendment 2

Kelly Park CDD – CDD Services Parcel ID(s): Municipal Right-of-Way Poulos & Bennett Job No. 21-027B

Dear Kelly Park Community Development District:

Pursuant to the original executed agreement dated May 18, 2022, Poulos & Bennett, LLC provides this amendment to the original agreement for the additional services as outlined below. All services shall be accomplished in accordance with the Terms and Conditions of the original Agreement.

Poulos & Bennett, LLC ("Poulos & Bennett") and the Kelly Park Community Development District ("Client") enter into this agreement as follows:

SCOPE OF SERVICES:

A. CDD Engineer's Report (21-027B.40)

Poulos & Bennett shall prepare a Community Development District ("CDD") Engineer's Report for the Phase 2 portion of the Villages at Harmony subdivision to assist the Community Development District (CDD) with the financing and construction of the capital improvements contemplated to be constructed in association with the project. The Engineer's Report shall be based upon the Schematic Infrastructure Plan for the Phase 2 area of the project as prepared in the task above. The Engineer's Report shall include the following:

- Project Narrative sections including Description, Government Actions, Infrastructure Benefit, Capital Improvement Plan, Ownership and Maintenance, Roadways & Stormwater
- Table summarizing planned development program
- Exhibits detailing location, district limits, ownership & maintenance, offsite improvements, public & private uses, utilities, stormwater, roadways, cost option, permitting summary, assessment areas
- Engineer's Opinion of Probable Construction Cost

The Client shall be responsible for providing the cost for CDD infrastructure elements outside the site civil related facilities (landscaping, walls & signage, lighting, amenity centers, etc.). Poulos & Bennett shall provide the Engineer's Report for review and shall incorporate comments into the final Engineer's Report.

B. CDD Meetings & Coordination (21-027B.41)

Poulos & Bennett will prepare for and attend project meetings and shall coordinate with the CDD development Team as needed in association with the CDD.

C. CDD Bond Requisition Processing (21-027B.42)

Poulos & Bennett will review and process bond requests for reimbursement for the CDD.

FEE SCHEDULE:

Task Number	Description	Lump Sum Fees	Estimated Hourly Fees in Accordance with Exhibit B
.40	CDD Engineer's Report	\$5,000.00	
.41	CDD Meetings & Coordination		\$5,000.00
.42	CDD Bond Requisition Processing		Hourly in Accordance with Exhibit 'B'
.993	Reimbursable Expense - CDD		\$2,500.00

Hourly services will be billed in accordance with the hourly rate schedule attached as Exhibit B.

These fees do not include: required application fees made payable to the respective public agencies through which permitting is required; reimbursable expenses as specified in this agreement or illustrative plans that may be required for community/public meetings.

SERVICES NOT INCLUDED:

This scope of services does not include geotechnical services, surveying, environmental, landscape architecture, NPDES (National Pollution Discharge Elimination System) and SWPPP (Storm Water Pollution Prevention Plan) permitting, transportation engineering/planning or site lighting design. It is assumed that these consultants will contract directly with the Client.

REIMBURSABLE EXPENSE (21-027B.993):

Reimbursables will be charged on a direct cost basis times a multiple of 1.20. Reimbursables shall include, but not be limited to, all prints and reproduction costs associated with reports, prints and reproducibles, postage and shipping, expenses to travel outside a thirty (30) mile radius of the office.

Should you have any questions regarding the information included with this Amendment, please do not hesitate to contact us. Please sign this Amendment and return one copy for our records.

Sincerely,

Lance Demett

R. Lance Bennett, P.E. Partner Poulos & Bennett, LLC

Amendment 2 – CDD Services Kelly Park Community Development District Crossroads at Kelly Park Parcel IDs: Municipal Right-of-Way Poulos & Bennett Job No. 21-027B

I agree to the terms and conditions listed above.

Signature	Date
Printed Name	
Company	

EXHIBIT "B"

POULOS & BENNETT, LLC

2022 HOURLY RATE SCHEDULE

EXPERT WITNESS	\$400
PUBLIC MEETING REPRESENTATION	\$400
PRINCIPAL	\$250
DIRECTOR OF ENGINEERING	\$235
PLANNING GROUP LEADER	\$235
PRACTICE TEAM LEADER	\$225
DEVELOPMENT MANAGER	\$195
SR. PROJECT MANAGER	\$195
SENIOR PROJECT ENGINEER	\$175
PROJECT MANAGER – DEVELOPMENT SERVICES	\$165
PROJECT MANAGER	\$165
SENIOR PLANNER	\$150
ASSISTANT DEVELOPMENT MANAGER	\$140
GIS MANAGER	\$135
CAD MANAGER	\$130
PROJECT ENGINEER	\$135
SENIOR COMMUNITY DESIGNER	\$135
PROJECT PLANNER	\$135
PLAT MANAGER	\$135
SENIOR CAD DESIGNER	\$130
DEVELOPMENT COORDINATOR	\$125
STAFF ENGINEER	\$115
CAD TECHNICIAN	\$105
STAFF PLANNER	\$105
PROJECT COORDINATOR	\$90
ADMINISTRATIVE ASSISTANT	\$75

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY THE CITY COUNCIL OF THE CITY OF APOPKA, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Kelly Park Community Development District ("District") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes ("Uniform Act"), and City of Apopka Ordinance 2924 ("Ordinance"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 213.409 acres, more or less, as more fully described in the Ordinance; and

WHEREAS, the District desires to amend its boundaries, as described in the attached Exhibit A, resulting in an amended boundary ("Boundary Amendment"); and

WHEREAS, the Boundary Amendment is in the best interest of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

WHEREAS, the Boundary Amendment of the District's boundaries will allow the District to continue to be the best alternative available for delivering community development services and facilities to the lands within the District, as amended; and

WHEREAS, Boundary Amendment is not inconsistent with either the State or local comprehensive plan and will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area of land that will lie in the amended boundaries of the District will continue to be amenable to separate special district government; and

WHEREAS, in order to seek a Boundary Amendment ordinance pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including but not limited to legal,

engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the process; and

WHEREAS, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the District's Board of Supervisors ("Board"); and

WHEREAS, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any expenditures including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

WHEREAS, the District hereby desires to request a Boundary Amendment in accordance with Chapter 190, *Florida Statutes*, by taking such actions as are necessary in furtherance of the same.

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

- **1. RECITALS.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.
- **2. AUTHORIZATION FOR BOUNDARY AMENDMENT.** Pursuant to Chapter 190, *Florida Statutes,* the Board hereby authorizes the Chairman and District Staff to proceed in an expeditious manner with the preparation and filing of any documentation with the City of Apopka, Florida, as necessary to seek the amendment of the District's boundaries and to remove those lands depicted in **Exhibit A.** The Board further authorizes the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes,* for the Boundary Amendment.
- **3. AUTHORIZATION FOR AGENT**. The Board hereby authorizes the District Chairman, District Manager and District Counsel to act as agents of the District with regard to any and all matters pertaining to the petition to the City of Apopka, Florida, to amend the boundaries of the District. District Staff, in consultation with the District Chairman, is further authorized to revise **Exhibit A** in order to address any further boundary adjustments as may be identified by the District Engineer. The District Manager shall ensure that the final versions of **Exhibit A** as confirmed by the Chairman are attached hereto.
 - **4. EFFECTIVE DATE.** This Resolution shall become effective upon its passage.

[CONTINUED ON NEXT PAGE]

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:	KELLY PARK COMMUNITY DEVELOPMENT DISTRICT		
Secretary/Assistant Secretary	Chair/Vice-Chair, Board of Supervisors		

Exhibit A: Legal Description of Boundary Amendment Parcel

Exhibit A:

Legal Description of Boundary Amendment

EXPANSION PARCEL LEGAL DESCRIPTION

CONTRACTION PARCEL LEGAL DESCRIPTION

KELLY PARK

COMMUNITY DEVELOPMENT DISTRICT

12

BOUNDARY AMENDMENT FUNDING AGREEMENT

This Agreement is made and entered into this day ofbetween:	, 2023, by and
Kelly Park Community Development District , a local unit of sp government established pursuant to Chapter 190, <i>Florida Statutes</i> , being state the City of Apopka, Florida, and whose mailing address is c/o Wrather Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 3343 and	ituated in the ell, Hunt and
	• •
RECITALS	

WHEREAS, the District was established pursuant to Chapter 190, Florida Statutes ("Act") and by Ordinance No. 2924, adopted by the City Council of the City of Apopka, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure ("Ordinance"); and

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 213.409 acres of land; and

WHEREAS, the District desires to amend its boundaries ("Boundary Amendment") to remove certain lands to the District's boundaries; and

WHEREAS, pursuant to Resolution 2023-___ the District has authorized the Boundary Amendment, and, in consideration, the Landowner has agreed to fund all managerial, engineering, legal and other fees and costs that the District incurs in connection with the Boundary Amendment ("Amendment Expenses"); and

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

- 1. **PROVISION OF FUNDS.** The Landowner agrees to make available to the District such monies as are necessary to fund the Amendment Expenses and enable the District to effect the Boundary Amendment. The Landowner will make such funds available on a monthly basis, within thirty (30) days of a written request by the District. The District Manager shall require consultants to provide invoices for the Amendment Expenses separate from other services provided to the District.
- 2. **DISTRICT USE OF FUNDS.** The District agrees to use the Amendment Expenses solely for the Boundary Amendment. The District agrees to use its good faith best efforts to proceed in an

expeditious manner to effect the Boundary Amendment. The District shall not have any obligation to reimburse or repay the Landowner for funds made available to the District under this Agreement.

- 3. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages (but not consequential, special or punitive damages), injunctive relief and/or specific performance.
- 4. **ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' and paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 5. **AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.
- 6. **AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both of the parties hereto.
- 7. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties to this Agreement, 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.
- 8. **NOTICES.** All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. 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 addresses 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 addresses set forth in this Agreement.
- 9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties to this Agreement 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 to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties to this Agreement 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 contained in this Agreement shall inure to the sole benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns.

- 10. **ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.
- 11. **CONTROLLING LAW.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida.
- 12. **TERMINATION.** Either party may terminate this Agreement upon a breach by the other party, notice of which breach shall be provided to all parties at the addresses noted above, and only after the breaching party is provided fifteen (15) calendar day's period to cure said breach.
- 13. **PUBLIC RECORDS.** Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accord with Florida law.
- 14. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and doubtful language will not be interpreted or construed against any party.
- 15. **SOVEREIGN IMMUNITY.** Landowner agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statutes or law.
- 16. **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.
- 17. **COUNTERPARTS**. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.
- 18. **EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated by either of the parties.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

DEVELOPMENT DISTRICT				
Ву:				
lts:				

KELLY PARK COMMUNITY

COMMUNITY DEVELOPMENT DISTRICT

13

RESOLUTION 2023-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT 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

WHEREAS, the Kelly Park Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

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

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

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT:

- 1. **ADOPTING FISCAL YEAR 2023/2024 MEETING SCHEDULE.** The Fiscal Year 2023/20233 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
- 3. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:	RELLY PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE

LOCATION

Offices of Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 11, 2023	Regular Meeting	11:00 AM
November 8, 2023	Regular Meeting	11:00 AM
December 13 2023	Regular Meeting	11:00 AM
January 10, 2024	Regular Meeting	11:00 AM
February 14, 2024	Regular Meeting	11:00 AM
March 13, 2024	Regular Meeting	11:00 AM
April 10, 2024	Regular Meeting	11:00 AM
May 8, 2024	Regular Meeting	11:00 AM
June 12, 2024	Regular Meeting	11:00 AM
July 10, 2024	Regular Meeting	11:00 AM
August 14, 2024	Regular Meeting	11:00 AM
September 11, 2024	Regular Meeting	11:00 AM

COMMUNITY DEVELOPMENT DISTRICT

14

RESOLUTION 2023-01

A RESOLUTION BY THE BOARD OF SUPERVISORS OF THE KELLY PARK COMMUNITY DEVELOPMENT DISTRICT DESIGNATING THE PRIMARY ADMINISTRATIVE OFFICE AND PRINCIPAL HEADQUARTERS OF THE DISTRICT AND PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the District desires to designate its primary administrative office as the location where the District's public records are routinely created, sent, received, maintained, and requested, for the purposes of prominently posting the contact information of the District's Record's Custodian in order to provide citizens with the ability to access the District's records and ensure that the public is informed of the activities of the District in accordance with Chapter 119, Florida Statutes; and

WHEREAS, the District additionally desires to specify the location of the District's principal headquarters for the purpose of establishing proper venue under the common law home venue privilege applicable to the District.

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

- 1. PRIMARY ADMINISTRATIVE OFFICE. The District's primary administrative office for purposes of Chapter 119, *Florida Statutes*, shall be located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.
- **2. PRINCIPAL HEADQUARTERS.** The District's principal headquarters for purposes of establishing proper venue shall be located at the offices of and within Orange County, Florida.
 - **3. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 23rd day of May, 2023.

ATTEST:	KELLY PARK COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED FINANCIAL STATEMENTS

KELLY PARK
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT BALANCE SHEET GOVERNMENTAL FUNDS APRIL 30, 2023

	G	eneral		Debt ervice		Total ernmental
	_	Fund	Fund		Funds	
ASSETS						
Cash	\$	6,000	\$	<u>-</u>	\$	6,000
Due from Landowner		2,058		1,500		3,558
Total assets	\$	8,058	\$	1,500	\$	9,558
LIABILITIES AND FUND BALANCES Liabilities:						
Accounts payable	\$	2,058	\$	1,500	\$	3,558
Due to Landowner		-		3,370		3,370
Due to debt service fund		-		1,500		1,500
Landowner advance		6,000		- 0.070		6,000
Total liabilities		8,058		6,370		14,428
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts		2,058				2,058
Total deferred inflows of resources		2,058				2,058
Fund balances: Restricted for:						
Debt service		-		(4,870)		(4,870)
Unassigned		(2,058)				(2,058)
Total fund balances		(2,058)		(4,870)		(6,928)
Total liabilities, deferred inflows of resources						
and fund balances	\$	8,058	\$	1,500	\$	9,558

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT GENERAL FUND STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year to Date	Budget	% of Budget
REVENUES	Ф 0.700	40.040	# 400 000	400/
Landowner contribution	\$ 2,789	\$ 18,816 18,816	\$100,290	19% 19%
Total revenues	2,789	10,010	100,290	19%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording*	2,000	14,000	46,000	30%
Legal	-	1,723	25,000	7%
Engineering	-	-	2,000	0%
Audit	-	-	5,500	0%
Arbitrage rebate calculation**	-	-	500	0%
Dissemination agent**	-	-	1,000	0%
Trustee**	-	-	5,500	0%
Telephone	16	117	200	59%
Postage	-	-	250	0%
Printing & binding	42	291	500	58%
Legal advertising	-	-	6,500	0%
Annual special district fee	-	-	175	0%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	346	750	46%
Website hosting & maintenance	-	-	705	0%
Website ADA compliance			210	0%
Total professional & administrative	2,058	21,477	100,290	21%
Excess/(deficiency) of revenues				
over/(under) expenditures	731	(2,661)	-	
Fund balances - beginning	(2,789)	603		
Fund balances - ending	\$ (2,058)	\$ (2,058)	\$ -	

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

^{**}These items will be realized when bonds are issued

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES DEBT SERVICE FUND FOR THE PERIOD ENDED APRIL 30, 2023

	Current Month	Year To Date
REVENUES	\$ -	\$ -
Total revenues		
EXPENDITURES Debt service		
Cost of issuance	1,500	3,762
Total debt service	1,500	3,762
Excess/(deficiency) of revenues over/(under) expenditures	(1,500)	(3,762)
Fund balances - beginning Fund balances - ending	(3,370) \$ (4,870)	(1,108) \$ (4,870)

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

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1 2 3		TES OF MEETING INITY DEVELOPMENT DISTRICT
4	The Board of Supervisors of the	Kelly Park Community Development District held
5	Multiple Public Hearings and a Regular M	eeting on September 14, 2022 at 3:00 p.m., at the
6	offices of Poulos & Bennett, LLC, 2602 E Liv	ingston Street, Orlando, Florida 32803.
7		
8	Present at the meeting were:	
10 11 12	Seth Bennett Quint "Robert" Noordstar Dan Edwards	Chair Vice Chair Assistant Secretary
13 14 15	Also present were:	
16 17 18 19	Ernesto Torres Jere Earlywine (via telephone) Marc Stehli	District Manager District Counsel District Engineer
20 21 22	FIRST ORDER OF BUSINESS	Call to Order/Roll Call
23	Mr. Torres called the meeting to or	der at 3:05 p.m. Supervisors Bennett, Mr. Noordstar
24 25	and Edwards, were present. Supervisors Ga	alvin and Avelli were not present.
26 27	SECOND ORDER OF BUSINESS	Public Comments
28 29	No members of the public spoke.	
30 31 32 33	THIRD ORDER OF BUSINESS	Administration of Oath of Office to Elected Board of Supervisors (the following will be provided in a separate package)
34	Mr. Torres, a Notary of the State of	f Florida and duly authorized, administered the Oath
35	of Office to Mr. Bennett, Mr. Noordstar	and Mr. Edwards. The Oath of Office would be
36	administered to Mr. Galvin and Mr. Avelli a	t the next meeting.

Mr. Earlywine directed the Board Members to complete Form 8B, which is the
Memorandum of Voting Conflict to disclose that they are a CDD Board Member and an
employee or business affiliate of a Landowner or Developer of the CCD. He stated that Form
8B for each Supervisor with a potential conflict should be attached to all meeting minutes.
A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
B. Membership, Obligations and Responsibilities

- 43 C. Chapter 190, Florida Statutes
- 44 D. Financial Disclosure Forms
 - I. Form 1: Statement of Financial Interests
- 46 II. Form 1X: Amendment to Form 1, Statement of Financial Interests
- 47 III. Form 1F: Final Statement of Financial Interests
- 48 E. Form 8B: Memorandum of Voting Conflict

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50 51 52 53 54 55 56	5152535455		Consideration of Resolution 2022-27 Canvassing and Certifying the Results of the Landowners' Election of Supervisor Held Pursuant to Section 190.006(2) Florida Statutes, and Providing for all Effective Date		
57			He reported the results of the Landowners'		
58	Election, as follows:				
59	Seat 1	Seth Bennett	214 Votes	4-Year Term	
60	Seat 2	Quint Noordstar	214 Votes	4-Year Term	
61	Seat 3	Taryn Galvin	200 Votes	2-Year Term	
62	Seat 4	Lou Avelli	200 Votes	2-Year Term	
63	Seat 5	Dan Edwards	200 Votes	2-Year Term	
64					

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On MOTION by Mr. Edwards and seconded by Mr. Bennett, with all in favor, Resolution 2022-27, Canvassing and Certifying the Results of the Landowners' Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes, and Providing for an Effective Date, was adopted.

68 69

106

70 71 72 73 74 75		Corres presented Possilution 20	Consideration of Resolution 2022-28, Designating Certain Officers of the District, and Providing for an Effective Date 022-28. Mr. Noordstar nominated the following slate
75 76	of officers:	orres presented Resolution 20	J22-28. Wif. Noordstar Homiliated the following state
77	or officers.	Chair	Seth Bennett
78		Vice Chair	Quint Noordstar
79		Secretary	Craig Wrathell
80		Assistant Secretary	Taryn Galvin
81		Assistant Secretary	Lou Avelli
82		Assistant Secretary	Dan Edwards
83		Assistant Secretary	Ernesto Torres
84		Treasurer	Craig Wrathell
85		Assistant Treasurer	Jeff Pinder
86	No ot	ther nominations were made.	
87			
88	On M	OTION by Mr. Noordstar and	d seconded by Mr. Bennett, with all in favor,
89		_	Certain Officers of the District, as nominated,
90	and P	Providing for an Effective Date	e, was adopted.
91 92			
93	SIXTH ORDE	R OF BUSINESS	Public Hearing Confirming the Intent of the
94			District to Use the Uniform Method of
95			Levy, Collection and Enforcement of Non-
96			Ad Valorem Assessments as Authorized
97 98			and Permitted by Section 197.3632, Florida
99			Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and
100			Setting Forth the Legal Description of the
101			Real Property Within the District's
102			Jurisdictional Boundaries that May or Shall
103			Be Subject to the Levy of District Non-Ad
104			Valorem Assessments; Providing for
105			Severability; Providing for Conflict and

Providing for an Effective Date

141

107 108	A.	Affidavit/Proof of Publication	
	7		
109		The affidavit of publication was included for informational purposes.	
110	10 B. Consideration of Resolution 2022-29, Expressing its Intent to Utilize t		
111		Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which	
112		May Be Levied by the Kelly Park Community Development District in Accordance with	
113		Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an	
114		Effective Date	
115			
116 117		On MOTION by Mr. Bennett and seconded by Mr. Noordstar, with all in favor, the Public Hearing was opened.	
118 119			
120 121		No members of the public spoke.	
122		On MOTION by Mr. Noordstar and seconded by Mr. Bennett, with all in favor,	
123		the Public Hearing was closed.	
124 125 126 127		Mr. Torres presented Resolution 2022-29 and read the title.	
128		On MOTION by Mr. Noordstar and seconded by Mr. Bennett, with all in favor,	
129		Resolution 2022-29, Expressing its Intent to Utilize the Uniform Method of	
130		Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be	
131		Levied by the Kelly Park Community Development District in Accordance with	
132		Section 197.3632, Florida Statutes; Providing a Severability Clause; and	
133		Providing an Effective Date, was adopted.	
134		<u></u>	
135			
136	SEVE	NTH ORDER OF BUSINESS Public Hearing to Consider the Adoption of	
137		an Assessment Roll and the Imposition of	
138		Special Assessments Relating to the	
139		Financing and Securing of Certain Public	

Improvements

- Hear testimony from the affected property owners as to the propriety and advisability
 of making the improvements and funding them with special assessments on the
 property.
- Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right.
- 147 These items occurred below.
- 148 A. Affidavit/Proof of Publication
- 149 B. Mailed Notice to Property Owner(s)
- These items were included for informational purposes.
- 151 C. Engineer's Report (for informational purposes)
- 152 This item was presented at the Organizational Meeting.
- 153 D. Master Special Assessment Methodology Report (for informational purposes)
- Mr. Torres reviewed the Master Special Assessment Methodology Report and noted the
- 155 following:
- 156 > Table 1: The Development Plan anticipates 765 units.
- 157 Fable 2: Lists the Capital Improvements, in an amount of \$39,936,395.98.
- 158 Table 3: Reflects the Primary Sources and Uses of Funds.
- 159 > Table 4: Reflects the Equivalent Residential Unit (ERU) benefit allocation across the unit
- 160 types.
- Table 5: Reflects the bond assessment apportionment across the unit types.
- 162 E. Consideration of Resolution 2022-30, Making Certain Findings; Authorizing a Capital 163 Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of 164 Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming 165 and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing 166 167 for the Allocation of Debt Assessments and True-Up Payments; Addressing 168 Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, 169 170 **Conflicts and an Effective Date**

172 On MOTION by Mr. Edwards and seconded by Mr. Bennett, with all in favor, the Public Hearing was opened. 173

174 175

- 176 Hear testimony from the affected property owners as to the propriety and advisability of making the improvements and funding them with special assessments on the 177 178 property.
 - No affected property owners spoke.

180 181

179

- Thereafter, the governing authority shall meet as an equalizing board to hear any and all complaints as to the special assessments on a basis of justice and right. 182
 - The Board, sitting as the Equalizing Board made no changes to the assessment levels.

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On MOTION by Mr. Noordstar and seconded by Mr. Edwards, with all in favor, the Public Hearing was closed.

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- Mr. Earlywine stated that all information regarding benefits, justification for the assessments, the assessments are fair and being reasonably allocated, etc., are set forth in Resolution 2022-30 and makes those findings.
 - Mr. Torres presented Resolution 2022-30 and read the title.

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On MOTION by Mr. Noordstar and seconded by Mr. Bennett, with all in favor, Resolution 2022-30, Making Certain Findings; Authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an Estimated Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming and Levying Debt Assessments; Addressing the Finalization of Special Assessments; Addressing the Payment of Debt Assessments and the Method of Collection; Providing for the Allocation of Debt Assessments and True-Up Payments; Addressing Government Property, and Transfers of Property to Units of Local, State and Federal Government; Authorizing an Assessment Notice; and Providing for Severability, Conflicts and an Effective Date, was adopted.

204 205 206

207 208 209 210 211	EIGH'	TH ORDER OF BUSINESS	Public Hearing to Hear Public Comments and Objections to the Adoption of the Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes
212	A.	Affidavit/Proof of Publication	
213		The affidavit of publication was included for	r informational purposes.
214	В.	Consideration of Resolution 2022-31, A	dopting Rules of Procedure; Providing a
215		Severability Clause; and Providing an Effec	tive Date
216		Mr. Earlywine stated that the Rules of Pro	ocedure address administration of the Board
217	and C	CDD, how the Rules are made and procuremer	nt process.
218		Mr. Edwards asked if anything that shou	ald be looked at or be more detailed. Mr.
219	Early	wine stated these Rules are standard in for	m. Mr. Edwards wondered about reviewing
220	speci	fic Rules to make changes now to avoid doin	g it later, if something arises. Mr. Earlywine
221	state	d that the bidding process is essentially set for	rth by Statute but the frequency is something
222	that o	can be considered; contracts are usually for t	three to five years. He reiterated that these
223	Rules	are standard and he is not aware of anything	in them that should be looked at further.
224			
225 226		On MOTION by Mr. Edwards and seconder the Public Hearing was opened.	d by Mr. Noordstar, with all in favor,
227 228 229		No members of the public spoke.	
230			
231 232		On MOTION by Mr. Edwards and seconder the Public Hearing was closed.	d by Mr. Noordstar, with all in favor,
233 234		the Fusile Hearing was closed.	J
235 236		Mr. Torres presented Resolution 2022-31.	
237 238 239		On MOTION by Mr. Edwards and seconder Consideration of Resolution 2022-31, Adoption Severability Clause; and Providing an Effective	oting Rules of Procedure; Providing a
240			

241242243244	NINTH	ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2021/2022 Budget
245	A.	Affidavit/Proof of Publication	
246		The affidavit of publication was included for	informational purposes.
247	В.	Consideration of Resolution 2022-32, Re	elating to the Annual Appropriations and
248		Adopting the Budget for the Remainder of	the Fiscal Year Beginning May 18, 2022, and
249		Ending September 30, 2022; Authorizing	g Budget Amendments; and Providing an
250		Effective Date	
251		Mr. Torres reviewed the proposed Fiscal Ye	ar 2021/2022 budget, which is a partial-year,
252	budge	t.	
253			
254 255		On MOTION by Mr. Noordstar and second the Public Hearing was opened.	ed by Mr. Bennett, with all in favor,
256257258		No members of the public spoke.	
259	П		
260 261		On MOTION by Mr. Bennett and seconded the Public Hearing was closed.	d by Mr. Noordstar, with all in favor,
262 263	<u>.</u>		
264		Mr. Torres presented Resolution 2022-29.	
265			
266 267 268 269 270		On MOTION by Mr. Noordstar and second Resolution 2022-32, Relating to the Annu Budget for the Remainder of the Fiscal Ending September 30, 2022; Authorizing an Effective Date, was adopted.	al Appropriations and Adopting the Year Beginning May 18, 2022, and
271 272 273 274 275	TENTH	ORDER OF BUSINESS	Public Hearing on Adoption of Fiscal Year 2022/2023 Budget
276	A.	Affidavit/Proof of Publication	

277		The affidavit of publication was inclu	ded for informational purposes.
278	В.	Consideration of Resolution 2022	-33, Relating to the Annual Appropriations and
279		Adopting the Budget for the Remai	nder of the Fiscal Year Beginning October 1, 2022,
280		and Ending September 30, 2023; A	uthorizing Budget Amendments; and Providing an
281		Effective Date	
282		Mr. Torres reviewed the proposed	Fiscal Year 2022/2023 budget. It is a full-year,
283	Lando	wner-funded budget with expenses be	eing funded as they are incurred.
284			
285 286		On MOTION by Mr. Noordstar and the Public Hearing was opened.	seconded by Mr. Bennett, with all in favor,
287 288 289		No members of the public spoke.	
290	İ	<u> </u>	
291 292		On MOTION by Mr. Noordstar and the Public Hearing was closed.	seconded by Mr. Bennett, with all in favor,
293294295296	·	Mr. Torres presented Resolution 202	2-33.
297 298 299 300 301 302		Resolution 2022-33, Relating to the Budget for the Remainder of the F	seconded by Mr. Bennett, with all in favor, e Annual Appropriations and Adopting the fiscal Year Beginning October 1, 2022, and prizing Budget Amendments; and Providing
303 304 305 306 307 308 309 310	ELEVE	NTH ORDER OF BUSINESS This item was deferred.	Resolution 2022-07, Designating the Primary Administrative Office and Principal Headquarters of the District; Designating the Location of the Local District Records Office; and Providing an Effective Date
311		s item was deferred.	

312 313 314 315 316 317	TWEL	FTH ORDER OF BUSINESS	Resolution 2022-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date
318		Mr. Torres presented Resolution 2022-14.	Mr. Earlywine discussed the upcoming CDD
319	activi	ties that might necessitate a meeting and	stated that, even if monthly meetings are
320	sched	uled, it will probably not be necessary to me	et every month. He noted that publishing the
321	entire	meeting schedule could save the CDD mone	ey as it avoids the added expense of individual
322	adver	tisements for each meeting. The following	will be inserted into the Fiscal Year 2023
323	Meet	ing Schedule:	
324		DATES: Second Wednesday of each month	ı
325		TIMES: 11:00 AM	
326			
327 328		On MOTION by Mr. Noordstar and second Resolution 2022-14, Designating Dates,	•
329 330 331 332		Meetings of the Board of Supervisors of t as amended, and Providing for an Effective	
330 331	THIRT		
330 331 332 333 334	THIRT	as amended, and Providing for an Effective	Acceptance of Unaudited Financial Statements as of July 31, 2022
330 331 332 333 334 335 336 337 338 339	THIRT	as amended, and Providing for an Effective	Acceptance of Unaudited Financial Statements as of July 31, 2022 cial Statements as of July 31, 2022. d by Mr. Noordstar, with all in favor,
330 331 332 333 334 335 336 337		as amended, and Providing for an Effective EENTH ORDER OF BUSINESS Mr. Torres presented the Unaudited Finance On MOTION by Mr. Bennett and seconde	Acceptance of Unaudited Financial Statements as of July 31, 2022 cial Statements as of July 31, 2022. d by Mr. Noordstar, with all in favor,
330 331 332 333 334 335 336 337 338 339 340 341 342		as amended, and Providing for an Effective TEENTH ORDER OF BUSINESS Mr. Torres presented the Unaudited Finance On MOTION by Mr. Bennett and seconde the Unaudited Financial Statements as of	Acceptance of Unaudited Financial Statements as of July 31, 2022 cial Statements as of July 31, 2022. d by Mr. Noordstar, with all in favor, July 31, 2022, were approved.
330 331 332 333 334 335 336 337 338 339 340 341 342 343		as amended, and Providing for an Effective TEENTH ORDER OF BUSINESS Mr. Torres presented the Unaudited Finance On MOTION by Mr. Bennett and seconde the Unaudited Financial Statements as of the Unaudited Financial Statements.	Acceptance of Unaudited Financial Statements as of July 31, 2022 cial Statements as of July 31, 2022. d by Mr. Noordstar, with all in favor, July 31, 2022, were approved.
330 331 332 333 334 335 336 337 338 339 340 341 342 343 344	FOUR	as amended, and Providing for an Effective TEENTH ORDER OF BUSINESS Mr. Torres presented the Unaudited Finance On MOTION by Mr. Bennett and seconde the Unaudited Financial Statements as of a second or the Unaudited Financial Statement and t	Acceptance of Unaudited Financial Statements as of July 31, 2022 cial Statements as of July 31, 2022. d by Mr. Noordstar, with all in favor, July 31, 2022, were approved.

348 349 350		the Ju	y 6, 2022 Organizational N	y Mr. Noordstar and seconded by Mr. Bennett, with all in favor, 022 Organizational Meeting and August 10, 2022 Landowners' tes, as presented, were approved.	
351 352 353	FIFTE		DER OF BUSINESS	Staff Reports	
354				·	
355	A.	District	Counsel: KE Law Group, PLL	C	
356		There v	was no report.		
357	В.	District	Engineer (Interim): Poulos &	& Bennett, LLC	
358		There v	was no report.		
359	C.	District	: Manager: Wrathell, Hunt ar	nd Associates, LLC	
360		•	NEXT MEETING DATE: TBD		
361			O QUORUM CHECK		
		There	·	etalian 42, 2022, unless severalled	
362		ine ne	xt meeting is scheduled for O	ctober 12, 2022, unless cancelled.	
363					
364	SIXTE	ENTH OR	RDER OF BUSINESS	Board Members' Comments/Request	
365 366		There	were no Board Members' con	aments or requests	
		THEIC V	were no board wiembers con	ments of requests.	
367					
368 369	SEVE	NTEENTH	ORDER OF BUSINESS	Public Comments	
370		No mei	mbers of the public spoke.		
371					
372	EIGH.	TEENTH (ORDER OF BUSINESS	Adjournment	
372	LIGIT	LLIVIII	ONDER OF BOSINESS	Adjournment	
374					
375		On MC	OTION by Mr. Bennett and se	conded by Mr. Noordstar, with all in favor,	
376		the me	eting adjourned at 3:41 p.m.		
377					
378					
379					
380					
381 382			[SIGNATI IDES ADDEA	R ON THE FOLLOWING PAGE]	
JU2			[SIGNATORES AFFEA	N ON THE POLLOWING PAGE	

388 Secre	etary/Assistant Secretary	Chair/Vice Chair	
387			
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385			
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DRAFT

KELLY PARK CDD

September 14, 2022

COMMUNITY DEVELOPMENT DISTRICT

STAFF REPORTS

KELLY PARK COMMUNITY DEVELOPMENT DISTRICT

BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

LOCATION

offices of Poulos & Bennett, LLC, 2602 E. Livingston Street, Orlando, Florida 32803

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
DATE	POTENTIAL DISCUSSION/ FOCUS	IIIVIE
October 12, 2022 CANCELED	Regular Meeting	11:00 AM
November 9, 2022 CANCELED	Regular Meeting	11:00 AM
December 14, 2022 CANCELED	Regular Meeting	11:00 AM
January 11, 2023 CANCELED	Regular Meeting	11:00 AM
February 8, 2023 CANCELED	Regular Meeting	11:00 AM
March 8, 2023 CANCELED	Regular Meeting	11:00 AM
April 12, 2023 CANCELED	Regular Meeting	11:00 AM
May 10, 2023 rescheduled to May 23, 2023	Regular Meeting	11:00 AM
May 23, 2023	Regular Meeting	8:00 AM
June 14, 2023	Regular Meeting	11:00 AM
July 12, 2023	Regular Meeting	11:00 AM
August 9, 2023	Regular Meeting	11:00 AM
September 13, 2023	Regular Meeting	11:00 AM