

***Acacia Grove  
Community Development District***

***March 20, 2026***

# Acacia Grove

## Community Development District

### Agenda

Seat 1: Teresa Baluja – (C)	
Seat 2: Vanessa Perez – (V.C.)	
Seat 3: Marc Szasz – (A.S.)	
Seat 4: Raisa Krause – (A.S.)	
Seat 5: Adam Glantz – (A.S.)	

Friday  
March 20, 2026  
11:15a.m.

The Offices of Lennar Homes  
5055 Waterford District Drive, Miami, Florida  
[Join the meeting now](#)

Meeting ID: 255 267 174 072 and Passcode: 3ut97oi3  
1 872-240-4685 and Phone Conference ID: 321 189 93#

1. Roll Call
2. Approval of the Minutes of the November 21, 2025 Meeting – **Page 4**
3. Consideration of **Resolution #2026-06** Amending Resolution 2026-04 – **Page 10**
4. Public Hearing to Consider the Imposition of Special Assessments
  - A. Motion to Open the Public Hearing
  - B. Public Comment and Discussion
  - C. Acceptance of Engineers Report – **Page 14**
  - D. Acceptance of Master Assessment Methodology – **Page 35**
  - E. Approving the Project and Declaring Special Assessments will Fund the Project
  - F. Equalization of Assessments
  - G. Adoption of **Resolution #2026-07** Authorizing Projects, Levying Special Assessments, and Confirming Intention to Issue Bonds – **Page 48**
  - H. Motion to Close the Public Hearing
5. Public Hearing to Adopt the Rules
  - A. Motion to Open the Public Hearing
  - B. Public Comment and Discussion
  - C. Consideration of **Resolution #2026-08** Adopting the Rules – **Page 55**
  - D. Motion to Close the Public Hearing
6. Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments
  - A. Motion to Open the Public Hearing
  - B. Public Comment and Discussion

C. Consideration of **Resolution #2026-09** Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad Valorem Assessments – **Page 104**

D. Motion to Close the Public Hearing

7. Consideration of **Resolution #2026-10** Approving the Proposed Fiscal Year 2027 Budget and Setting the Public Hearing – **Page 109**

8. Consideration of Acquisition Agreement with Developer – **Page 116**

9. Ratification of Engineering Agreement – **Page 131**

10. Staff Reports

A. Attorney

B. Engineer

C. Manager

11. Financial Reports – Acceptance of Funding Requests **#4, #5, #6 & #7** – **Page 145**

12. Supervisors Requests and Audience Comments

13. Adjournment

***Meetings are open to the public and may be continued to a time, date and place certain. For more information regarding this CDD please visit the website: [acaciagrovecdd.com](http://acaciagrovecdd.com)***

**MINUTES OF MEETING  
ACACIA GROVE  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Acacia Grove Community Development District was held on Friday, November 21, 2025, at 11:34 a.m. at The Office of Lennar Homes, 5505 Waterford District Drive, Miami, Florida.

Present and constituting a quorum were:

Teresa Baluja  
Vanessa Perez  
Raisa Krause

Chairperson  
Vice Chairperson  
Assistant Secretary

Also present were:

Juliana Duque  
Michael Pawelczyk  
Juan Alvarez  
Alejandro Aleman  
Steve Sanford

District Manager, GMS  
District Counsel,  
District Engineer  
District Engineer  
Bond Counsel, Greenberg Traurig

**FIRST ORDER OF BUSINESS**

**Roll Call**

Ms. Duque called the meeting to order and called the roll. Three Supervisors were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Approval of Minutes of the  
October 17, 2025 Meeting**

Ms. Duque: You have the minutes of the October 17, 2025, meeting in your agenda package. Are there any comments, corrections, or changes to the minutes? If there are no changes to the minutes, a motion of approval would take place.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Minutes of the October 17, 2025 Meeting, was approved.

**THIRD ORDER OF BUSINESS**

**Discussion of Financing Matters  
Related to Special Assessment  
Bonds**

**A. Consideration of Supplemental Engineers Report**

Mr. Alvarez: This is the same report that was circulated to the Board in October. We are going to address some comments from District counsel. The final version of this report will be circulated later today. This is a 38.57 acre subdivision located in Miami-Dade County. It consists of 195 single family homes and 49 villas. The total estimated amount for the water, sewer, drainage, and roadways is \$14,324,000. That amount you will also see in the methodology report. All of the right of ways within the CDD are going to be dedicated to Miami-Dade County. The only roads that are going to be retained by the CDD are the roads that are inside the villas area; all the open areas within the villas are going to be owned by the HOA as stated in the table. They have all the permits in hand for the project at this time.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Supplemental Engineers Report, was approved in substantially final form.

**B. Consideration of Master Assessment Methodology**

Ms. Duque: The Master Assessment Methodology report is based on the District's anticipated expenditure and the financing required to purchase and construct the improvements outlined in the Engineer's report. Table 1 details the planned development showing the Acacia Grove CDD is projected to be 244 residential units, which consists of 49 villas and 195 single family homes. Table 2 provides the estimated construction costs as outlined in the Engineer's report with a total improvement estimate of \$14,324,000. Table 3 reflects the financial analysis indicating that the District will require a par amount at approximately \$17,210,000 for the proposed bond issuance. Table 4 allocates the total project cost on a per unit basis. Table 5 presents the annual debt assessment for each of

those units calculated based on the allocated costs and the par debt assuming that the District proceeds with the bond issuance. Table 6 lists the current Parcel ID# and the corresponding annual debt assessment allocated for 38.57 acres.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Master Assessment Methodology, was approved.

**C. Consideration of Resolution #2026-03 Declaring Special Assessments**

Ms. Duque: This resolution serves as the initial Chapter 170 resolution in the special assessment process. This resolution approves the project as outlined for the District, and it also incorporates the two previously approved Engineer’s report and Methodology report into the official records and initiates the assessment process under Chapter 170. Upon the adoption of this resolution, we will publicly advertise a notice of the upcoming special public hearing.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Resolution #2026-03 Declaring Special Assessments, was approved.

**D. Consideration of Resolution #2026-04 Calling for a Public Hearing to Impose Special Assessments**

Ms. Duque: This resolution sets the date for the required public hearing where the Board will consider the imposition of those special assessments as part of the assessment process. As decided by the Board, the public hearing will be scheduled for January 16, 2026.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Resolution #2026-04 Calling for a Public Hearing to Impose Special Assessments on January 16, 2026, was approved.

**E. Consideration of Resolution #2026-05 Bond Authorizing Resolution**

**1) Exhibit A:**

**a. Form of Master Trust Indenture**

**b. Form of First Supplemental Trust Indenture**

Mr. Sanford: Resolution #2026-05 is the authorizing validation resolution, any bonds issued by Community Development Districts that would have a term of more than five years is required to be validated in a circuit court. In order for Mr. Pawelczyk to engage with the circuit court, the Board has to adopt a resolution authorizing bonds for a particular purpose, and that is what this resolution is doing. It authorizes a principal amount of bonds not exceeding \$17,210,000, which is consistent with Juliana’s methodology report to finance all portions of the public infrastructure that Mr. Alvarez has in his report. We are asking the Board to approve certain exhibits. There is a Master Trust Indenture, which is the guiding document for all bonds issued by the District between the District and the US Bank as the bond trustee. Then there is a Form of Supplemental Indenture, again between the District and the US Bank as the bond trustee, and that pertains to every series of bonds the District may issue. This resolution lastly authorizes specifically the validation of the bonds. We would come back to the Board further down the road after the bonds are validated with another resolution approving certain other documents that have more detail regarding the first bond issue.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Resolution #2026-05 Bond Authorizing Resolution, was approved.

**FOURTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Mr. Pawelczyk: With those documents being approved, once we get them signed off on and the reports are finalized, we will attach them to the complaint for validation filing and get a hearing date as soon as we can after the January 16, 2026, public hearing.

**B. Engineer**

Mr. Alvarez: I would suggest that the Board authorizes the transfer of the land as indicated in Table 1 of the Engineer’s report to obtain the drainage easements in the tract.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Proceeding with the Transfers of Land and the Grants of Easement to the CDD Listed on Table 1 of the Engineer's Report, was approved.

**C. Manager – Discussion of Maintenance Agreement between the District and the HOA**

Ms. Duque: This maintenance agreement would be between the District and the HOA. The HOA will be responsible for maintaining the landscaping, roads, sidewalks, and entrance feature irrigation within the designated areas. This agreement is not in final form, and the District will assume responsibility if the association does not provide the required services.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, the Maintenance Agreement between the District and the HOA, was approved in substantially final form.

**FIFTH ORDER OF BUSINESS                      Financial Reports**

**A. Acceptance of Funding Request #3**

Ms. Duque: Under financial reports, you have acceptance of Funding Request #3.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Accepting Funding Request #3, was approved.

**SIXTH ORDER OF BUSINESS                      Supervisors      Requests      and  
Audience Comments**

Ms. Duque: Are there any Supervisor requests?

Mr. Pawelczyk: Following up on the conveyance of the platted tracts. The developer will be working on those tracts to complete the project?

Mr. Alvarez: Yes.

Mr. Pawelczyk: We will need also grant a temporary construction easement over those tracts so they can complete those improvements.

On MOTION by Ms. Baluja, seconded by Ms. Perez, with all in favor, Granting Temporary Construction Easement After Land is Transferred to the District, was approved.

**SEVENTH ORDER OF BUSINESS      Adjournment**

Ms. Duque: Is there a motion to adjourn the meeting?

On MOTION by Ms. Baluja, seconded by Ms. Krause, with all in favor, the meeting was adjourned.

\_\_\_\_\_  
Secretary /Assistant Secretary

\_\_\_\_\_  
Chairman / Vice Chairman

## RESOLUTION 2026-06

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2026-04 SETTING A PUBLIC HEARING TO BE HELD ON March 20, 2026, AT 11:15 AM, AT THE OFFICES OF LENNAR HOMES, LOCATED AT 5505 WATERFORD DISTRICT DRIVE, MIAMI, FLORIDA 33126, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON LEVYING AND IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT GENERALLY DESCRIBED AS THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; AND PROVIDE AN EFFECTIVE DATE.**

**WHEREAS**, on November 21, 2025, the Board of Supervisors (“Board”) of the Acacia Grove Community Development District (the “District”) adopted Resolution 2026-04 setting a public hearing to be held on January 16, 2026, at 11:15 a.m. at the offices of Lennar Homes, LLC, located at 5505 Waterford District Drive, Miami, Florida 33126, for the purpose of hearing public comment on levying and imposing non-ad valorem special assessments on certain property within the boundaries of the District in accordance with Chapters 170, 190 and 197, *Florida Statutes*; and

**WHEREAS**, in order to comply with all publication and notice requirements of Chapters 170, 190, and 197, Florida Statutes, and ensure a quorum of the Board was present at the public hearing, it was necessary to reschedule the public hearing date set forth in Resolution 2026-04; and

**WHEREAS**, the District, through the efforts of the District Manager, has prepared a preliminary assessment roll, has provided for all publications, notices, and conditions precedent required pursuant to Chapter 170, 190, and 197, Florida Statutes, to conduct a public hearing and establish a new public hearing date, time, and location of March 20, 2026 at 11:15 AM at the offices of Lennar Homes, LLC, located at 5505 Waterford District Drive, Miami, Florida 33126 (the “New Public Hearing”); and

**WHEREAS**, the District has determined that it is necessary to amend Resolution 2026-04 to acknowledge the New Public Hearing, and to ratify actions taken by staff to reset the public hearing and to advertise, publish and provide the required notices of the New Public Hearing.

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

**SECTION 1.** The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

**SECTION 2.** Resolution 2026-04 is hereby amended to change the declared public hearing date, time, and location to the New Public Hearing on March 20, 2026 at 11:15 AM at the

offices of Lennar Homes, LLC, located at 5505 Waterford District Drive, Miami, Florida 33126, for the purpose of hearing comment and objections to the proposed non-ad valorem special assessment program for District improvements as identified in the Preliminary Special Assessment Roll, a copy of which is on file. Affected parties may appear at that New Public Hearing or submit their comments in writing prior to the hearing to the office of the District Manager, Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 or at 2804 NE 8<sup>th</sup> Street, Suite 202, Homestead, Florida 33033 (the “District Offices”). Exhibit A to Resolution 2026-04 is hereby replaced by that which is attached hereto and made a part hereof as Exhibit A to this Resolution.

**SECTION 3.** The Notice of said New Public Hearing shall be advertised and mailed notice shall be provided in accordance with Section 170.07, Florida Statutes. The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice of the New Public Hearing. The District Manager shall file proof of such mailing by affidavit with the District Secretary. The District Manager has directed the publication of the notice of the New Public Hearing and has mailed the required notices as required by and in compliance with Section 170.07, Florida Statutes, which actions of the District Manager are hereby ratified.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 6.** This Resolution shall take effect upon adoption.

**THIS RESOLUTION WAS PASSED AND ADOPTED BY THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT THIS 20<sup>th</sup> DAY OF March, 2026.**

**ACACIA GROVE COMMUNITY  
DEVELOPMENT DISTRICT**

**ATTEST:**

By: \_\_\_\_\_  
Juliana Duque, Assistant Secretary

By: \_\_\_\_\_  
Teresa Baluja, Chairperson  
Board of Supervisors

**EXHIBIT A**  
**ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**  
**NOTICE OF PUBLIC HEARING**  
**RELATING TO PUBLIC IMPROVEMENTS AND**  
**LEVY OF NON-AD VALOREM ASSESSMENTS**

The Board of Supervisors of the Acacia Grove Community Development District (the "Board") will hold a public hearing on [March 20, 2026, at 11:15 AM at the offices of Lennar Homes, LLC, 5505 Waterford District Drive, Miami, Florida 33126](#), to consider the adoption of an assessment roll and the imposition of non-ad valorem special assessments to finance, fund, construct, acquire and/or secure certain public improvements of the Acacia Grove Community Development District (the "District") as described in the Engineer's Report for Acacia Grove Community Development District, prepared by Alvarez Engineers, Inc., dated as of and accepted by the Board on [November 21, 2025](#) ("Engineer's Report"). The Board will consider the levy of non-ad valorem special assessments on benefited properties within the District, a depiction of which properties are shown below, and will provide for the levy, collection and enforcement of the special assessments.

The public hearing will be conducted pursuant to Chapters 170, 190 and 197, Florida Statutes. Developable areas within the District (as shown below) will be improved. [The District is in unincorporated Miami-Dade County \(the "County"\)](#). The District's proposed improvements [include stormwater management and control systems, including](#) but not limited to, related earthwork, water and wastewater facilities, including any applicable connection fees; public roadway improvements including any applicable mobility fees; [and related soft and incidental costs](#). A description of the property to be assessed, the nature of the improvements proposed, [as described](#) in the Engineer's Report, and the amount to be assessed to each piece or parcel of property may be [reviewed](#) at the District Manager's Office at 5385 N. Nob Hill Rd., Sunrise, FL 33351 or at the local District's [Records Office at GMS, Miami office, located at 2804 NE 8<sup>th</sup> Street, Suite 202, Homestead, Florida 33033](#) (collectively, the "District Offices") or by contacting the District Manager's Office at 954-721-8681.

The District intends to impose special assessments on benefited lands within the District in the manner set forth in the Master Assessment Methodology for Special Assessment Bonds, prepared by Governmental Management Services-South Florida, LLC, dated as of and accepted by the Board on [November 21, 2025](#) ("Assessment Methodology"), which is available to the public for inspection or copying at the District Offices. Property within the District will be assessed in the principal not to exceed amount as follows: [\\$67,685.78 for each Villa](#) and [\\$71,248.19 for each Single Family 50's Unit](#) in the manner described in the

Assessment Methodology. The total amount to be levied against benefited lands within the District is [\\$17,210,000](#) exclusive of fees and costs of collection or enforcement, discounts for early payment and the annual interest costs. The special assessments may be prepaid in whole in some instances or may be paid in not more than thirty (30) annual installments, excluding any capitalized interest period, subsequent to the issuance of debt to finance the improvements. These annual special assessments will be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to collect and enforce these special assessments directly or as otherwise permitted by law.

The District also intends to levy and collect special assessments on property within the District to cover the operation and maintenance of the District's improvements. Such annual assessments will also be collected on the Miami-Dade County tax roll by the Tax Collector. Alternatively, the District may choose to collect and enforce these special assessments for operation and maintenance directly or as otherwise permitted by law.

All affected property owners have the right to appear at the public hearing and the right to file written objections with the District within twenty (20) days of the publication of this notice.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing and meeting is asked to contact the District Offices at 954-721-8681 at least five calendar days prior to the hearing and meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for aid in contacting the District Offices.

There may be occasions when one or more Supervisors will participate by phone. At the above-referenced location a speaker phone will be available so that any interested person may attend the meeting and be fully informed of the discussions taking place either in person or by telephone communication.

If anyone chooses to appeal any decision of the Board with respect to any matter considered at the hearing or at the meeting, such person will need a record of the proceedings and should accordingly ensure that a record of the proceedings is made, which includes the testimony and evidence upon which such appeal is to be based. The public hearing may be continued to a date and time certain that will be announced at the hearing.

Juliana Duque, District Manager

**Acacia Grove Community Development District**

**Engineer's Report**  
Infrastructure Improvements

Prepared for  
**Acacia Grove Community Development District**  
**Board of Supervisors**  
Miami-Dade County, Florida

Prepared by  
**Alvarez Engineers, Inc.**

8935 NW 35 Lane, Suite 101  
Doral, FL 33172  
Telephone 305-640-1345

E-Mail Address: [Alvrez@Alvarezeng.com](mailto:Alvrez@Alvarezeng.com)

**Accepted**  
**November 21, 2025**

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**I. Introduction.**

The Acacia Grove Community Development District (herein referred to as the “District,” or “CDD”) was established by the enactment of Miami-Dade County Ordinance No. 25-72 on July 1, 2025. Such ordinance became effective ten days later on July 11, 2025.

The District consists of a 38.57-acre subdivision lying wholly within Miami-Dade County (the “County”), in an area bounded by SW 197 Avenue on the west, SW 336 Street on the north, SW 194 Avenue on the east, and SW 340 Street on the south (Refer to Exhibits 1 and 2). The District will partially finance the public infrastructure that supports the residential development within the District (the “Development”). The developer of the Development will be Lennar Homes LLC. The current owner of the land is TPG AG EHC III (LEN) Multi State 2, LLC. The Development consists of the construction of 195 single family homes and 49 villas, for a total of 244 residential units with associated roadway improvements, stormwater drainage, potable water, and sanitary sewer collection systems. The roads, drainage, water, and sewer systems constitute the improvements to be partially financed by the District (the “Public Infrastructure”) which Public Infrastructure is estimated to cost approximately \$14,324,000.

The Development is wholly contained within the plat of Acacia Groves as recorded on August 14, 2025 in Plat Book 179, Page 7 of the Public Records of Miami-Dade County, Florida.

**II. Purpose of this Engineer’s Report.**

The District will partially finance the acquisition or construction of the Public Infrastructure that supports the Development. This Engineer’s Report (the “Report”) was prepared for the purpose of describing the composition of the District land and its intended future ownership, the easements to be granted to the CDD, the composition of the Public Infrastructure, the status of permits, the intended schedule of construction, and the estimated construction costs of the Public Infrastructure.

**III. Composition of the District Land, Future Ownerships and Grants of Easements.**

Per the recorded plat of Acacia Groves, the land of the District has been subdivided into ingress and egress tracts (onsite roads), common areas for recreational purposes, common areas for pedestrian access and landscaping, a lift station, other common open areas, right of ways dedicated to the County, and residential lots for 244 units. Table 1 below identifies the tracts, their use, acreage, intended future ownerships and future easements to be granted to the District for drainage purposes.

<b>Table 1 – District Land Composition, Tracts Uses, Intended Future Ownerships and CDD Easements</b>							
<b>Acacia Groves Recorded Tracts</b>	<b>Use</b>	<b>Tract Acreages and Future Ownership of Land and Easements</b>					
		<b>Acreage</b>	<b>CDD Owned</b>	<b>CDD Drainage Easement</b>	<b>HOA Owned</b>	<b>County Owned</b>	<b>Privately Owned</b>
A	Ingress/Egress (Onsite Roads)	7.86	X				
B	Common Area (Recreational)	0.21		X	X		
C	Common Area (Pedestrian, Landscape)	0.09		X	X		
D	Common Area (Pedestrian, Landscape)	0.30		X	X		
E	Common Area (Pedestrian, Landscape)	0.09		X	X		
F	Common Area (Recreational)	0.20		X	X		
G	Lift Station	0.11				X	
H	Common Area (Recreational)	0.17		X	X		
I	Common Area (Pedestrian, Landscape)	0.03		X	X		

Table 1 – District Land Composition, Tracts Uses, Intended Future Ownerships and CDD Easements							
Acacia Groves Recorded Tracts	Use	Tract Acreages and Future Ownership of Land and Easements					
		Acreage	CDD Owned	CDD Drainage Easement	HOA Owned	County Owned	Privately Owned
J	Common Area (Recreational)	0.90		X	X		
K	Common Area (Pedestrian, Landscape)	0.07		X	X		
L	Common Area (Recreational)	0.19		X	X		
M	Common Area (Pedestrian, Landscape)	0.19		X	X		
N	Ingress/Egress (Onsite Roads)	0.01	X				
O	Ingress/Egress (Onsite Roads)	0.01	X				
P	Common Area (Pedestrian, Landscape)	0.06		X	X		
Q	Common Area (Pedestrian, Landscape)	0.06		X	X		
R	Common Area (Pedestrian, Landscape)	0.04		X	X		
S	Common Area (Pedestrian, Landscape)	0.09		X	X		
T	Common Area (Pedestrian, Landscape)	0.04		X	X		
U	Common Area (Pedestrian, Landscape)	0.04		X	X		
V	Common Area (Recreational)	0.10		X	X		
W	Common Area (Pedestrian, Landscape)	0.04		X	X		
244 Lots	195 SFHs and 49 Villas	26.06					X
Dedication	Right of Ways Dedicated to the County: Portions of SW 197 Ave, SW 340 St and SW 194 Ave.	1.63				X	
Total Acreage		38.57					

#### **IV. Description of the Public Infrastructure.**

The Public Infrastructure, as described in this Report, consists of public onsite and offsite roadways, stormwater management and drainage, and water and sanitary sewer improvements that will give service and access to the Development located inside the District boundary. The proposed Public Infrastructure, as outlined herein, is necessary for the functional development of the District and provides a direct and special benefit to the assessable lots within the District. All CDD improvements will be constructed on land owned by the District or other units of local government, or land subject to a perpetual easement in favor of the District.

##### **a. Roadway Improvements.**

The CDD roadway improvements include the construction of roads in County and CDD right of ways at the following streets and avenues:

##### **Onsite CDD Right of Ways:**

- SW 336 Terrace – Two lane construction of urban section and 5-ft sidewalks.
- SW 337 Terrace – Two lane construction of urban section and 5-ft sidewalks.
- SW 338 Terrace – Two lane construction of urban section and 5-ft sidewalks.
- SW 339 Terrace – Two lane construction of urban section and 5-ft sidewalks.
- SW 195 Avenue – Two lane construction of urban section and 5-ft sidewalks.
- SW 338 Street (Villas) – Divided four lane urban section. No parking, no sidewalks.
- SW 194 Path (Villas) – Two lane urban section. Parking, 5-ft sidewalk.
- SW 194 Court (Villas) – Two lane urban section. No parking, no sidewalks.

**County Right of Ways:**

- SW 197 Avenue – Two- and one-half lane half roadway urban section and 6-ft sidewalk.
- SW 336 Street – Two lane half roadway urban section and 6-ft sidewalk.
- SW 194 Avenue – One lane urban section and 6-ft sidewalk.
- SW 340 Street – One lane urban section and 5-ft sidewalk.
- SW 197 Ave south of SW 304 St. – Two lane rural section.

The Developer intends to dedicate to the District, at no cost, the ingress and egress road right of ways indicated in Table 1 to construct the CDD roadway improvements listed above.

The Developer has dedicated to the County the road right of ways indicated in Table 1 for the Developer to construct the County roadway improvements listed above.

The Miami-Dade County Road Mobility Impact Fees are included in the estimated cost of CDD roadway improvements. The Developer intends to advance the funds to pay for the impact fees on behalf of the District.

The District will not finance the cost of any earthwork that involves the transportation to, or the spreading or grading on, the private lots.

**b. Stormwater Management and Drainage Facilities.**

The District will fund the construction or the acquisition of the completed drainage system that supports the Development. Once the drainage system is completed and conveyed to the District, the District will transfer to the County the portion of the drainage system that is located within County-owned road right of ways for permanent County ownership and maintenance and will retain the remainder of the drainage facilities for ownership and maintenance.

The Developer intends to grant the District, at no cost, easements over the common-area tracts listed in Table 1 for access to the stormwater management and drainage facilities that the District will own and maintain.

**c. Water Distribution and Sewer Collection Systems.**

The construction of the water and sewer systems is included in the Public Infrastructure. The systems extend from the point of connection with County facilities to the property lines of the residential lots.

The Developer intends to grant the District, at no cost, the necessary easements for constructing and accessing these CDD improvements. The District intends to convey to the County the completed water distribution and sewer collection systems for future ownership and maintenance.

The Connection Charges for water and sewer are included in the estimated costs of the Public Infrastructure improvements. The Developer intends to advance the funds to pay for the connection charges on behalf of the District.

**d. Property to be Transferred, and Easements to be Granted, to the CDD.**

The Developer intends to grant the CDD at no cost, the land and easements identified in Table 1.

**V. Ownership and Maintenance.**

The District will partially finance the acquisition and/or construction of the Public Infrastructure. It will then transfer certain of the improvements to the following agencies for ownership and maintenance:

<b>Table 2</b>		
<b>Description</b>	<b>Future Ownership</b>	<b>Future Maintenance</b>
Road Improvements in County Right of Ways	County	County
Road Improvements in CDD Right of Ways	CDD	CDD
Stormwater Drainage Systems in County Right of Ways	County	County
Stormwater Drainage Systems in CDD Right of Ways	CDD	CDD
Water Distribution System	County	County
Sanitary Sewer System	County	County

**VI. Permitting Status.**

Table 3 reflects the permitting status of the Development as of the date of this Report.

<b>Table 3</b>				
<b>Permit</b>	<b>Agency</b>	<b>In Process</b>	<b>Approved</b>	<b>Date/Anticipated</b>
Ordinance to Create CDD	County		X	July 11, 2025
Final Plat Recorded	County		X	August 14, 2025
DERM Monitoring and Restoration Division	County		X	February 14, 2025
Dept. of Transportation and Public Works	County		X	February 14, 2025
Paving and Drainage Design Section	County		X	February 19, 2025
DERM Tree and Forest	County		X	February 14, 2025
Highway Division – Roadways	County		X	February 14, 2025
Environmentally Endangered Lands Section	County		X	February 14, 2025
Stormwater Drainage Design Section	County		X	February 18, 2025
Water Control Section	County		X	February 18, 2025
DERM Water Mains	County		X	July 8, 2025
Water Supply DEP	County		X	July 10, 2025
DERM Sewerage Facilities	County		X	July 3, 2025
DERM Pump Station	County		X	February 20, 2025
WASD Pump Station	County		X	February 14, 2025
WASD Water and Sewer	County		X	April 4, 2025

**VII. Schedule of Construction.**

Table 4 reflects the intended schedule of construction of the Development as of the date of this Engineer's Report.

Table 4						
Development	Earthwork and Drainage		Roads		Water and Sewer	
	Start	End	Start	End	Start	End
Entire Site	Q4/2024	Q4/2025	Q4/2024	Q3/2025	Q4/2024	Q4/2025

**VIII. Estimate of Public Infrastructure Costs.**

Table 5	
Infrastructure Component <sup>(1)</sup>	Total (\$)
Roadway Improvements <sup>(2)</sup>	5,404,000
Stormwater Management	1,795,000
Sanitary Sewers <sup>(3)</sup>	3,066,000
Water System <sup>(4)</sup>	4,059,000
<b>Total</b>	<b>14,324,000</b>

- <sup>(1)</sup> Rounded Up to Nearest \$1,000.
- <sup>(2)</sup> Includes County Mobility Impact Fees (f.k.a. Road Impact Fees) for 195 Single Family Units and 49 Villas.
- <sup>(3)</sup> Includes Water connection Fees for 195 Single Family Units and 49 Villas.
- <sup>(4)</sup> Includes Sewer connection Fees for 195 Single Family Units and 49 Villas.

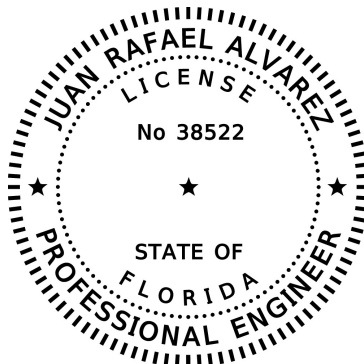
Details of the estimates of costs may be found in the cost tables in the Appendix.

**IX. Engineer's Certification.**

It is our opinion that the proposed improvements constituting the Public Infrastructure and their estimated costs set forth herein are fair and reasonable, and that the landowners and residents living within the District will receive a direct and special benefit equal to or greater than the cost of such improvements, and that the general public will also receive incidental benefits. We believe that the improvements comprising the Public Infrastructure can be permitted, constructed, and installed at the costs described in this Report. The District will pay the actual cost or fair market value of the Public Infrastructure, whichever is less.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Acacia Grove Community Development District.

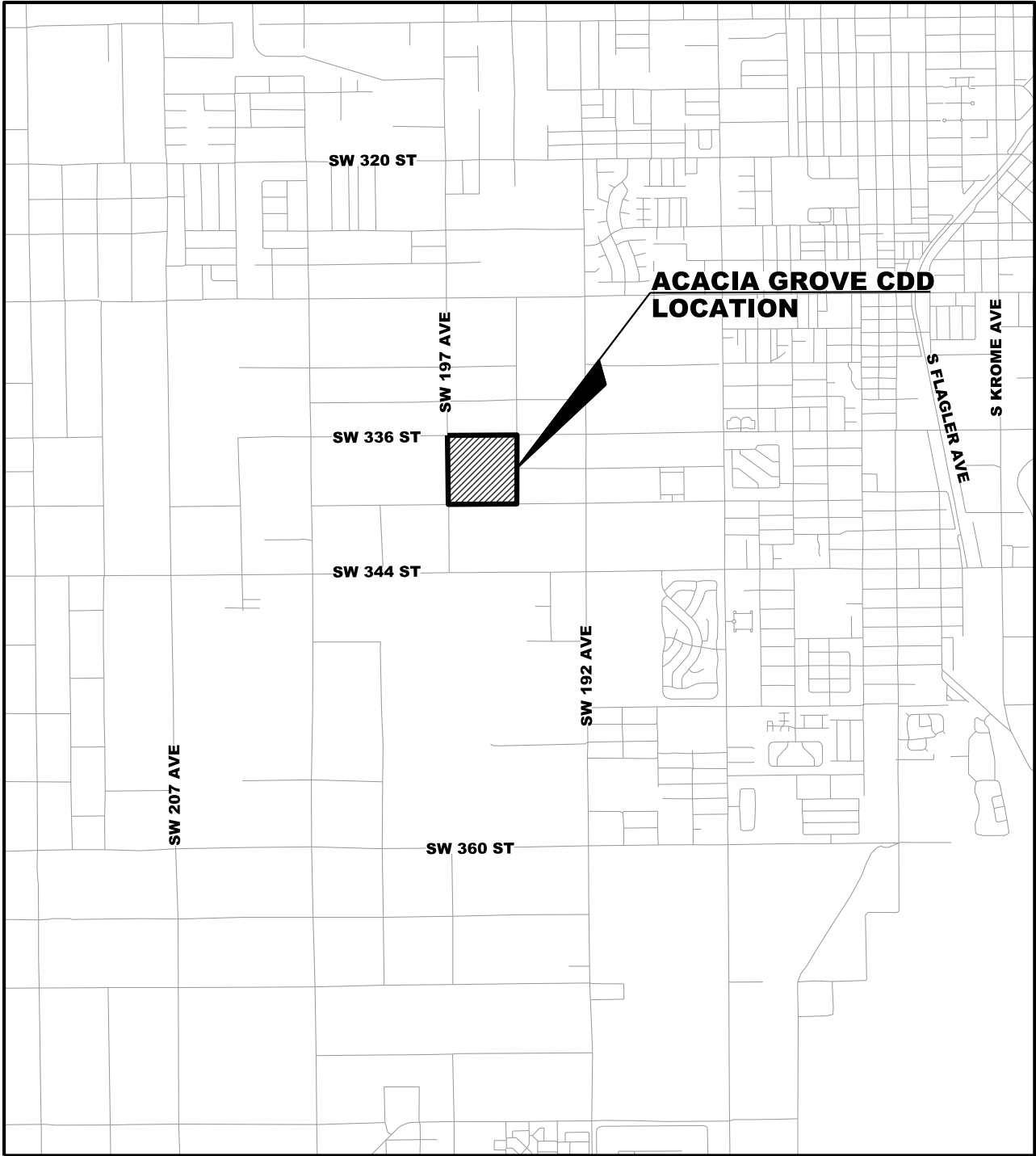
Juan R. Alvarez, PE  
 Florida Registration No. 38522  
 Alvarez Engineers, Inc.  
 November 21, 2025



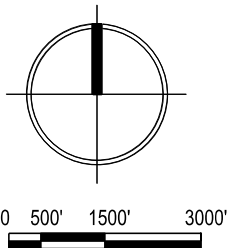
This item has been digitally signed and sealed by Juan R. Alvarez, PE on November 21, 2025.

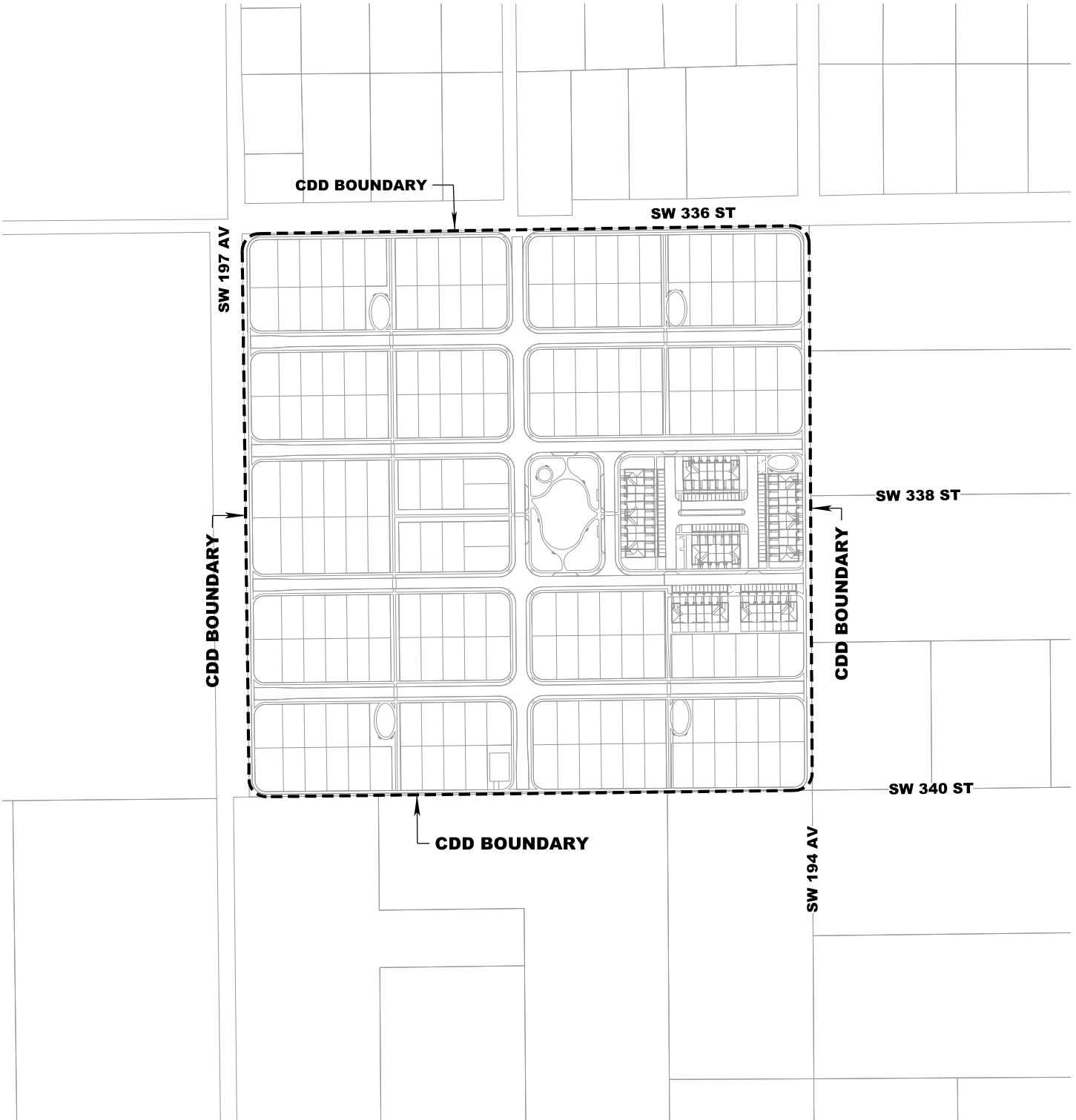
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

**APPENDIX**



**ALVAREZ ENGINEERS, INC.**  
**ACACIA GROVE CDD**  
**LOCATION MAP**

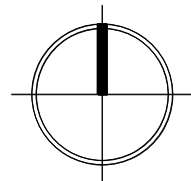




**ALVAREZ ENGINEERS, INC.**

ACACIA GROVE CDD

**CDD BOUNDARY MAP**



<b>Summary of Acacia Grove CDD Estimated Construction Costs and Schedule of Construction</b>			
<b>Item Description</b>	<b>Cost*</b>	<b>Begin</b>	<b>End</b>
	<b>(\$)</b>	<b>Quarter/Year</b>	<b>Quarter/Year</b>
Roadway Improvements Including County Mobility Fees for 195 SFH and 49 Villas	5,404,000	Q4/2024	Q4/2025
Stormwater Management and Drainage	1,795,000	Q4/2024	Q3/2025
Water Distribution System Including County Conn. Fees for 195 SFH and 49 Villas	3,066,000	Q4/2024	Q3/2025
Sanitary Collection System Including County Conn. Fees for 195 SFH and 49 Villas	4,059,000	Q4/2024	Q3/2025
<b>TOTAL</b>	<b>14,324,000</b>		

<sup>(1)</sup> All Costs Rounded Up to \$1K.

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
<b>EARTHWORK: ONSITE - BLANKET FILL SITE TO +8.50 NGVD</b>									
1	Mow & Disc Site	38	AC	\$612.00	20.41	79.59	4,747.22	18,508.78	23,256.00
2	Silt Fence (No Maintenance)	5,110	LF	\$1.96	100.00	-	10,015.60	-	10,015.60
3	Washed Rock Entrance	1	EA	\$3,610.00	100.00	-	3,610.00	-	3,610.00
4	Proof Roll Site	186,170	SY	\$0.11	20.41	79.59	4,180.30	16,298.40	20,478.70
5	Source Removal <i>Actual Field Quantities to Prevail</i>	178	TN	\$72.00	20.41	79.59	2,616.12	10,199.88	12,816.00
6	Import Fill	215,855	TN	\$18.15	20.41	79.59	799,730.09	3,118,038.16	3,917,768.25
7	Survey	1	LS	\$20,000.00	20.41	79.59	4,082.58	15,917.42	20,000.00
<b>Sub-total EARTHWORK: ONSITE</b>							<b>828,981.91</b>	<b>3,178,962.64</b>	<b>4,007,944.55</b>
<b>TOTAL ORIGINAL CONTRACT</b>							<b>828,981.91</b>	<b>3,178,962.64</b>	<b>4,007,944.55</b>
<b>CHANGE ORDERS</b>									
<b>CHANGE ORDER #1 EARTHWORK: ONSITE</b>									
1	Source Removal <i>441.95 TN - 178 TN (Original Proposal Qty.)</i>	264	TN	\$72.00	20.41	79.59	3,879.35	15,125.05	19,004.40
<b>Sub-total CO 1</b>							<b>3,879.35</b>	<b>15,125.05</b>	<b>19,004.40</b>
<b>CHANGE ORDER #2 EARTHWORK: ONSITE</b>									
1	Trash Haul Off	2	LD	\$1,500.00	20.41	79.59	612.39	2,387.61	3,000.00
2	Tire Haul Off	1	LD	\$1,500.00	20.41	79.59	306.19	1,193.81	1,500.00
<b>Sub-total CO 2</b>							<b>918.58</b>	<b>3,581.42</b>	<b>4,500.00</b>
<b>CHANGE ORDER #3 EARTHWORK: ONSITE</b>									
1	Source Removal <i>455.79 TN - 441.95 TN (Change Order #1 Qty.)</i>	14	TN	\$72.00	20.41	79.59	203.41	793.07	996.48
<b>Sub-total CO 3</b>							<b>203.41</b>	<b>793.07</b>	<b>996.48</b>
<b>CHANGE ORDER #4 EARTHWORK: ONSITE</b>									
1	Clearing & Grubbing	41	AC	\$0.00	20.41	79.59	-	-	-
2	Cut & Balance	5,340	CY	\$1.55	20.41	79.59	1,689.58	6,587.42	8,277.00
3	Import Fill	108,800	TN	\$18.15	20.41	79.59	403,097.61	1,571,622.39	1,974,720.00
4	Miscellaneous Landscape Grading	659,705	SF	\$0.06	20.41	79.59	8,079.90	31,502.40	39,582.30
5	Laser Grade Building Pad @ +9.58 NGVD	829,255	SF	\$0.06	-	100.00	-	49,755.30	49,755.30
6	Laser Grade Building Pad @ +9.00 NGVD	39,010	SF	\$0.06	-	100.00	-	2,340.60	2,340.60
7	Survey	1	LS	\$28,850.00	20.41	79.59	5,889.12	22,960.88	28,850.00
<b>Sub-total CO 4</b>							<b>418,756.20</b>	<b>1,684,769.00</b>	<b>2,103,525.20</b>
<b>CHANGE ORDER #5</b>									
<b>EARTHWORK:</b>	Silt Fence (No Maintenance)	2,550	LF	\$1.96	100.00	-	4,998.00	-	4,998.00
	Proof Roll Site	4,685	SY	\$0.11	20.41	79.59	105.20	410.15	515.35
	Import Fill	7,150	TN	\$18.15	20.41	79.59	26,490.33	103,282.17	129,772.50
	Miscellaneous Landscape Grading	15,725	SF	\$0.06	20.41	79.59	192.60	750.90	943.50
	MOT & Traffic Control	1	LS	\$1,000.00	20.41	79.59	204.13	795.87	1,000.00
	Survey	1	LS	\$10,850.00	20.41	79.59	2,214.80	8,635.20	10,850.00
<b>Sub-total EARTHWORK</b>							<b>34,205.05</b>	<b>113,874.30</b>	<b>148,079.35</b>
<b>PAVEMENT: ASPHALT</b>	12" Compacted Subgrade	36,975	SY	\$1.09	100.00	-	40,302.75	-	40,302.75
	8" Rock Base	35,050	SY	\$15.75	100.00	-	552,037.50	-	552,037.50
	1" Type S-III Asphalt (1st Lift)	18,385	SY	\$7.50	100.00	-	137,887.50	-	137,887.50
	1" Type S-III Asphalt (2nd Lift)	17,890	SY	\$7.50	100.00	-	134,175.00	-	134,175.00
	2" Type S-III Asphalt (1st Lift)	14,835	SY	\$15.00	100.00	-	222,525.00	-	222,525.00
	1" Type S-III Asphalt (2nd Lift)	14,835	SY	\$7.50	100.00	-	111,262.50	-	111,262.50
	MOT & Traffic Control	1	LS	\$4,500.00	100.00	-	4,500.00	-	4,500.00
	Survey	1	LS	\$19,850.00	100.00	-	19,850.00	-	19,850.00
<b>Sub-total PAVEMENT: ASPHALT</b>							<b>1,222,540.25</b>	<b>-</b>	<b>1,222,540.25</b>
<b>PAVEMENT: VEHICULAR PAVERS (SUBGRADE PREPARATION ONLY)</b>	Guardrail (straight)	25	LF	\$45.95	100.00	-	1,148.75	-	1,148.75
	Round Buffer End Sections	2	EA	\$350.00	100.00	-	700.00	-	700.00
	Survey	1	LS	\$50.00	100.00	-	50.00	-	50.00
<b>Sub-total PAVEMENT: VEHICULAR PAVERS (SUBGRADE PREPARATION ONLY)</b>							<b>1,898.75</b>	<b>-</b>	<b>1,898.75</b>
JRA	12" Compacted Subgrade	2,050	SY	\$1.09	100.00	-	2,234.50	-	2,234.50

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)			
					CDD	Non-CDD	CDD	Non-CDD	Total	
GUARDRAIL	8" Rock Base	2,050	SY	\$15.75	100.00	-	32,287.50	-	32,287.50	
	Survey	1	LS	\$2,440.00	100.00	-	2,440.00	-	2,440.00	
<b>Sub-total GUARDRAIL:</b>							<b>36,962.00</b>	<b>-</b>	<b>36,962.00</b>	
CONCRETE:	4" Concrete Sidewalk (Non-reinforced) <i>Per Concrete Sidewalk Exhibit</i>	7,625	SF	\$3.61	100.00	-	27,526.25	-	27,526.25	
	6" Concrete Sidewalk (Non-reinforced)	4,475	SF	\$4.61	100.00	-	20,629.75	-	20,629.75	
	2' Valley Gutter	17,700	LF	\$14.25	100.00	-	252,225.00	-	252,225.00	
	2' Type "F" Curb & Gutter	5,660	LF	\$14.25	100.00	-	80,655.00	-	80,655.00	
	6" x 12" Type "D" Curb	1,600	LF	\$10.50	100.00	-	16,800.00	-	16,800.00	
	12" x 12" Paver Bands (Non-reinforced) <i>Detail Not Provided</i>	320	LF	\$13.25	100.00	-	4,240.00	-	4,240.00	
	MOT & Traffic Control	1	LS	\$2,500.00	100.00	-	2,500.00	-	2,500.00	
	Survey	1	LS	\$8,580.00	100.00	-	8,580.00	-	8,580.00	
<b>Sub-total CONCRETE:</b>							<b>413,156.00</b>	<b>-</b>	<b>413,156.00</b>	
SIGNS & MARKINGS: 2nd LIFT - ONE TIME ONLY	R1-1 w/ (2) D3-1	32	EA	\$232.00	100.00	-	7,424.00	-	7,424.00	
	R1-1 w/ (2) D3-1 & R3-5R	5	EA	\$255.00	100.00	-	1,275.00	-	1,275.00	
	R3-2 w/ R3-2	1	EA	\$232.00	100.00	-	232.00	-	232.00	
	R5-1	2	EA	\$196.00	100.00	-	392.00	-	392.00	
	W1-1R w/ W13-1	1	EA	\$232.00	100.00	-	232.00	-	232.00	
	W11-2 w/ W16-7P	16	EA	\$232.00	100.00	-	3,712.00	-	3,712.00	
	W1-6R	6	EA	\$196.00	100.00	-	1,176.00	-	1,176.00	
	W1-7	4	EA	\$196.00	100.00	-	784.00	-	784.00	
	OM-1 w/ Yellow Reflectors	36	EA	\$196.00	100.00	-	7,056.00	-	7,056.00	
	6" Yellow 10' - 30' Skip (P)	2,960	LF	\$0.80	100.00	-	2,368.00	-	2,368.00	
	6" Double Yellow (P)	2,370	LF	\$1.20	100.00	-	2,844.00	-	2,844.00	
	6" White (P)	5,280	LF	\$0.80	100.00	-	4,224.00	-	4,224.00	
	12" White (P)	1,613	LF	\$1.55	100.00	-	2,500.15	-	2,500.15	
	18" White (P)	300	LF	\$1.95	100.00	-	585.00	-	585.00	
	24" White (P)	520	LF	\$2.20	100.00	-	1,144.00	-	1,144.00	
	6" Yellow 10' - 30' Skip (T)	2,960	LF	\$1.10	100.00	-	3,256.00	-	3,256.00	
	6" Double Yellow (T)	2,370	LF	\$1.66	100.00	-	3,934.20	-	3,934.20	
	6" White (T)	5,280	LF	\$1.10	100.00	-	5,808.00	-	5,808.00	
	12" White (T)	1,613	LF	\$2.15	100.00	-	3,467.95	-	3,467.95	
	18" White (T)	300	LF	\$2.95	100.00	-	885.00	-	885.00	
	24" White (T)	520	LF	\$3.30	100.00	-	1,716.00	-	1,716.00	
	White Directional Arrow (T)	5	EA	\$69.00	100.00	-	345.00	-	345.00	
	Parallel Parking Stall (P)	13	EA	\$5.00	100.00	-	65.00	-	65.00	
	Handicap Stall w/ Sign & Logo (P)	1	EA	\$315.00	100.00	-	315.00	-	315.00	
	Handicap Walkway (P)	1	EA	\$70.00	100.00	-	70.00	-	70.00	
	Concrete Wheelstops (no paint) At Vehicular Pavers Parking	98	EA	\$45.00	100.00	-	4,410.00	-	4,410.00	
	RPMs Amber / Amber	272	EA	\$6.00	100.00	-	1,632.00	-	1,632.00	
	RPMs Blue	28	EA	\$6.00	100.00	-	168.00	-	168.00	
	MOT & Traffic Control	1	LS	\$1,500.00	100.00	-	1,500.00	-	1,500.00	
	Survey	1	LS	\$8,580.00	100.00	-	8,580.00	-	8,580.00	
	<b>Sub-total SIGNS &amp; MARKINGS: 2nd LIFT - ONE TIME ONLY</b>							<b>72,100.30</b>	<b>-</b>	<b>72,100.30</b>
		18" French Drain w/ P-HDPE (3.5' x 18' Trench)	3,265	LF	\$138.23	100.00	-	451,320.95	-	451,320.95
24" French Drain w/ P-PP (4' x 18' Trench)		1,725	LF	\$173.47	100.00	-	299,235.75	-	299,235.75	
24" PP		1,635	LF	\$80.00	100.00	-	130,800.00	-	130,800.00	
18" HDPE		3,930	LF	\$52.29	100.00	-	205,499.70	-	205,499.70	
15" HDPE		435	LF	\$46.79	100.00	-	20,353.65	-	20,353.65	
Catch Basin "D-3" w/ USF 4700-6223		10	EA	\$3,650.00	100.00	-	36,500.00	-	36,500.00	
Catch Basin 48" x 48" w/ USF 4700-6223 <i>Structures 30, 31, 33, 34, S10 Thru S18</i>		13	EA	\$3,650.00	100.00	-	47,450.00	-	47,450.00	
Valley Inlet 48" x 48" w/ USF 5105-6148		44	EA	\$3,650.00	100.00	-	160,600.00	-	160,600.00	
Valley Inlet 60" x 60" w/ USF 5105-6148		10	EA	\$4,500.00	100.00	-	45,000.00	-	45,000.00	

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
<b>STORM DRAIN:</b>	Curb Inlet 48" x 48" w/ USF 5129-6176	2	EA	\$4,600.00	100.00	-	9,200.00	-	9,200.00
	Catch Basin 48" x 48" w/ P-5 Inlet & Throat	1	EA	\$5,500.00	100.00	-	5,500.00	-	5,500.00
	Catch Basin 48" x 48" w/ P-6 Inlet & Throat	13	EA	\$5,700.00	100.00	-	74,100.00	-	74,100.00
	Storm Manhole 48" Dia. w/ USF 310	1	EA	\$3,950.00	100.00	-	3,950.00	-	3,950.00
	Storm Manhole 60" Dia. w/ USF 310	6	EA	\$5,000.00	100.00	-	30,000.00	-	30,000.00
	Concrete Collar for Catch Basin	10	EA	\$385.00	100.00	-	3,850.00	-	3,850.00
	Concrete Apron for Catch Basin	9	EA	\$385.00	100.00	-	3,465.00	-	3,465.00
	PRB's for 18" FD (CMP)	4	EA	\$670.00	100.00	-	2,680.00	-	2,680.00
	24" Endcap PP	3	EA	\$275.00	100.00	-	825.00	-	825.00
	18" Endcap HDPE	43	EA	\$250.00	100.00	-	10,750.00	-	10,750.00
	Filter Fabric in Grates	93	EA	\$25.00	100.00	-	2,325.00	-	2,325.00
	Vacuum Structures For Derm Walk-through	100	EA	\$250.00	100.00	-	25,000.00	-	25,000.00
	Steel Plate Rental	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00
	MOT & Traffic Control	1	LS	\$2,500.00	100.00	-	2,500.00	-	2,500.00
Survey	1	LS	\$14,850.00	100.00	-	14,850.00	-	14,850.00	
<b>Sub-total STORM DRAIN:</b>							<b>1,587,645.05</b>	<b>-</b>	<b>1,587,645.05</b>
<b>WATER:</b>	16" DIP	1,330	LF	\$154.00	100.00	-	204,820.00	-	204,820.00
	12" DIP	5,325	LF	\$102.00	100.00	-	543,150.00	-	543,150.00
	8" DIP	7,765	LF	\$69.00	100.00	-	535,785.00	-	535,785.00
	6" DIP	450	LF	\$55.00	100.00	-	24,750.00	-	24,750.00
	BlueLine Paint Water Main	14,870	LF	\$0.40	100.00	-	5,948.00	-	5,948.00
	Fire Hydrant w/ Mega Lug	28	EA	\$4,550.00	100.00	-	127,400.00	-	127,400.00
	16" Gate Valve & Box w/ Mega Lug	8	EA	\$10,850.00	100.00	-	86,800.00	-	86,800.00
	12" Gate Valve & Box w/ Mega Lug	13	EA	\$5,550.00	100.00	-	72,150.00	-	72,150.00
	8" Gate Valve & Box w/ Mega Lug	38	EA	\$2,850.00	100.00	-	108,300.00	-	108,300.00
	6" Gate Valve & Box w/ Mega Lug	28	EA	\$2,100.00	100.00	-	58,800.00	-	58,800.00
	16" x 12" Cross w/ Mega Lug	2	EA	\$7,300.00	100.00	-	14,600.00	-	14,600.00
	12" x 12" Cross w/ Mega Lug	1	EA	\$2,650.00	100.00	-	2,650.00	-	2,650.00
	8" x 8" Cross w/ Mega Lug	4	EA	\$1,075.00	100.00	-	4,300.00	-	4,300.00
	16" x 8" Tee w/ Mega Lug	4	EA	\$6,700.00	100.00	-	26,800.00	-	26,800.00
	16" x 6" Tee w/ Mega Lug	4	EA	\$6,500.00	100.00	-	26,000.00	-	26,000.00
	12" x 12" Tee w/ Mega Lug	1	EA	\$2,250.00	100.00	-	2,250.00	-	2,250.00
	12" x 8" Tee w/ Mega Lug	6	EA	\$1,290.00	100.00	-	7,740.00	-	7,740.00
	12" x 6" Tee w/ Mega Lug	8	EA	\$1,250.00	100.00	-	10,000.00	-	10,000.00
	8" x 8" Tee w/ Mega Lug	8	EA	\$1,450.00	100.00	-	11,600.00	-	11,600.00
	8" x 6" Tee w/ Mega Lug	16	EA	\$1,250.00	100.00	-	20,000.00	-	20,000.00
	12" 90 Bend w/ Mega Lug	1	EA	\$1,050.00	100.00	-	1,050.00	-	1,050.00
	12" 45 Bend w/ Mega Lug	6	EA	\$1,050.00	100.00	-	6,300.00	-	6,300.00
	12" 45 Offset Bend w/ Mega Lug	12	EA	\$1,050.00	100.00	-	12,600.00	-	12,600.00
	8" 45 Offset Bend w/ Mega Lug	42	EA	\$890.00	100.00	-	37,380.00	-	37,380.00
	6" 45 Offset Bend w/ Mega Lug	4	EA	\$480.00	100.00	-	1,920.00	-	1,920.00
	16" Cap Tap 2" w/ Mega Lug	2	EA	\$1,350.00	100.00	-	2,700.00	-	2,700.00
	12" Cap Tap 2" w/ Mega Lug	4	EA	\$650.00	100.00	-	2,600.00	-	2,600.00
	2" FVO Ass'y.	6	EA	\$1,250.00	100.00	-	7,500.00	-	7,500.00
	1" Double Water Service	106	EA	\$1,220.00	100.00	-	129,320.00	-	129,320.00
	1" Single Water Service	32	EA	\$1,220.00	100.00	-	39,040.00	-	39,040.00
	Wood Stakes	138	EA	\$11.00	100.00	-	1,518.00	-	1,518.00
	16" Pipe Joint Restraint	34	EA	\$880.00	100.00	-	29,920.00	-	29,920.00
	12" Pipe Joint Restraint	95	EA	\$480.00	100.00	-	45,600.00	-	45,600.00
	8" Pipe Joint Restraint	170	EA	\$280.00	100.00	-	47,600.00	-	47,600.00
	16" Fill & Flush Connection	1	EA	\$3,400.00	100.00	-	3,400.00	-	3,400.00
	12" Fill & Flush Connection	2	EA	\$2,900.00	100.00	-	5,800.00	-	5,800.00
	8" Fill & Flush Connection	2	EA	\$1,850.00	100.00	-	3,700.00	-	3,700.00
	Remove Existing Plug & Connect	1	EA	\$775.00	100.00	-	775.00	-	775.00
	HRS & Sample Points	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00
	Steel Plate Rental	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
	MOT & Traffic Control	1	LS	\$4,500.00	100.00	-	4,500.00	-	4,500.00
	Survey	1	LS	\$8,580.00	100.00	-	8,580.00	-	8,580.00
<b>Sub-total WATER:</b>							<b>2,289,426.00</b>	<b>-</b>	<b>2,289,426.00</b>
<b>SAN. SEWER: SEWER MAIN FROM (MH #27) TO (MH #19) NOT INCLUDED</b>	6" PVC C-900	5,535	LF	\$33.00	100.00	-	182,655.00	-	182,655.00
	6" PVC SDR-26 <i>Sewer Laterals At Townhomes Only - Per Lennar</i>	2,130	LF	\$27.50	100.00	-	58,575.00	-	58,575.00
	8" PVC SDR-26 0/6	2,092	LF	\$47.00	100.00	-	98,324.00	-	98,324.00
	8" PVC SDR-26 6/8	3,602	LF	\$47.00	100.00	-	169,294.00	-	169,294.00
	8" PVC SDR-26 8/10	1,492	LF	\$50.00	100.00	-	74,600.00	-	74,600.00
	8" PVC SDR-26 10/12	504	LF	\$59.00	100.00	-	29,736.00	-	29,736.00
	8" PVC SDR-26 12/14	259	LF	\$77.00	100.00	-	19,943.00	-	19,943.00
	8" PVC SDR-26 14/16 <i>8" PVC SDR-26 From (MH #36) To (MH #35) Per Sheet WS-13 (Sewer Main Profile)</i>	571	LF	\$85.00	100.00	-	48,535.00	-	48,535.00
	10" PVC SDR-26 14/16 <i>10" PVC SDR-26 From (MH #35) To (MH #34) Per Sheet WS-13 (Sewer Main Profile) 10" PVC SDR-26 From (MH #37) To (MH #33) Per Sheet WS-13 (Sewer Main Profile)</i>	560	LF	\$104.00	100.00	-	58,240.00	-	58,240.00
	10" DIP Epoxy Coated 14/16	50	LF	\$200.00	100.00	-	10,000.00	-	10,000.00
	12" DIP Epoxy Coated 14/16	12	LF	\$240.00	100.00	-	2,880.00	-	2,880.00
	12" DIP Epoxy Coated 16/18	53	LF	\$305.00	100.00	-	16,165.00	-	16,165.00
	Pipe Bedding for Sewer Laterals	1,505	TN	\$35.00	100.00	-	52,675.00	-	52,675.00
	Manhole 0/6	15	EA	\$3,300.00	100.00	-	49,500.00	-	49,500.00
	Manhole 6/8	10	EA	\$3,600.00	100.00	-	36,000.00	-	36,000.00
	Manhole 8/10	4	EA	\$3,900.00	100.00	-	15,600.00	-	15,600.00
	Manhole 10/12	2	EA	\$4,350.00	100.00	-	8,700.00	-	8,700.00
	Manhole 12/14	1	EA	\$5,500.00	100.00	-	5,500.00	-	5,500.00
	Manhole 14/16	5	EA	\$7,000.00	100.00	-	35,000.00	-	35,000.00
	Shrink Wrap/ PPC	37	EA	\$620.00	100.00	-	22,940.00	-	22,940.00
	8" Coupling PVC SDR-26	66	EA	\$240.00	100.00	-	15,840.00	-	15,840.00
	10" Coupling PVC SDR-26	4	EA	\$350.00	100.00	-	1,400.00	-	1,400.00
	10" Coupling DIP	2	EA	\$1,550.00	100.00	-	3,100.00	-	3,100.00
	12" Coupling DIP	2	EA	\$1,650.00	100.00	-	3,300.00	-	3,300.00
	8" Manhole Adaptor PVC SDR-26	66	EA	\$260.00	100.00	-	17,160.00	-	17,160.00
	10" Manhole Adaptor PVC SDR-26	4	EA	\$370.00	100.00	-	1,480.00	-	1,480.00
	10" Manhole Adaptor DIP	2	EA	\$1,950.00	100.00	-	3,900.00	-	3,900.00
	12" Manhole Adaptor DIP	2	EA	\$2,050.00	100.00	-	4,100.00	-	4,100.00
	6" SDR-26/ C-900 Adaptor	195	EA	\$225.00	100.00	-	43,875.00	-	43,875.00
	8" x 6" Wye PVC SDR-26	235	EA	\$280.00	100.00	-	65,800.00	-	65,800.00
	10" x 6" Wye PVC SDR-26	9	EA	\$550.00	100.00	-	4,950.00	-	4,950.00
	6" 45° Bend PVC C-900	488	EA	\$275.00	100.00	-	134,200.00	-	134,200.00
	6" 45° Bend PVC SDR-26	123	EA	\$100.00	100.00	-	12,300.00	-	12,300.00
	6" Cap PVC C-900	195	EA	\$120.00	100.00	-	23,400.00	-	23,400.00
	6" Cap PVC SDR-26	49	EA	\$54.00	100.00	-	2,646.00	-	2,646.00
	6" Cleanout Ass'y. PVC C-900	195	EA	\$955.00	100.00	-	186,225.00	-	186,225.00
	6" Cleanout Ass'y. PVC SDR-26	49	EA	\$510.00	100.00	-	24,990.00	-	24,990.00
	Rainstoppers	37	EA	\$90.00	100.00	-	3,330.00	-	3,330.00
	Drop Connections	1	EA	\$1,945.00	100.00	-	1,945.00	-	1,945.00
	Wood Stakes	244	EA	\$11.00	100.00	-	2,684.00	-	2,684.00
	Clean & TV Sanitary Sewer (1 time only)	9,195	LF	\$1.55	100.00	-	14,252.25	-	14,252.25
	Steel Plate Rental	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00
	MOT & Traffic Control	1	LS	\$2,500.00	100.00	-	2,500.00	-	2,500.00
	Survey	1	LS	\$8,580.00	100.00	-	8,580.00	-	8,580.00
	<b>Sub-total SAN. SEWER: SEWER MAIN FROM (MH #27) TO (MH #19) NOT INCLUDED</b>							<b>1,578,709.25</b>	<b>-</b>
	12" DIP Epoxy	410	LF	\$172.25	100.00	-	70,622.50	-	70,622.50
	10" DIP Epoxy	3,640	LF	\$145.00	100.00	-	527,800.00	-	527,800.00

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
FORCE MAIN: SELECTIVE CLEARING BY OTHERS	8" DIP Epoxy	6,140	LF	\$105.00	100.00	-	644,700.00	-	644,700.00
	Paint for Forcemain Pipe	10,190	LF	\$0.40	100.00	-	4,076.00	-	4,076.00
	Dump Truck	10	WK	\$4,000.00	100.00	-	40,000.00	-	40,000.00
	12" Plug Valve w/ Box w/ Mega Lug	1	EA	\$12,000.00	100.00	-	12,000.00	-	12,000.00
	10" Plug Valve w/ Box w/ Mega Lug	1	EA	\$9,200.00	100.00	-	9,200.00	-	9,200.00
	8" Plug Valve w/ Box w/ Mega Lug	3	EA	\$3,250.00	100.00	-	9,750.00	-	9,750.00
	12" x 8" Tee w/ Mega Lug	1	EA	\$4,000.00	100.00	-	4,000.00	-	4,000.00
	10" x 10" Tee w/ Mega Lug	1	EA	\$3,850.00	100.00	-	3,850.00	-	3,850.00
	8" x 8" Tee w/ Mega Lug	1	EA	\$2,800.00	100.00	-	2,800.00	-	2,800.00
	12" x 10" Reducer w/ Mega Lug	1	EA	\$2,800.00	100.00	-	2,800.00	-	2,800.00
	10" x 8" Reducer w/ Mega Lug	1	EA	\$2,750.00	100.00	-	2,750.00	-	2,750.00
	10" 45 Bend w/ Mega Lug	2	EA	\$2,850.00	100.00	-	5,700.00	-	5,700.00
	10" 45 Offset Bend w/ Mega Lug	20	EA	\$2,850.00	100.00	-	57,000.00	-	57,000.00
	8" 90 Bend w/ Mega Lug	3	EA	\$1,450.00	100.00	-	4,350.00	-	4,350.00
	8" 45 Bend w/ Mega Lug	6	EA	\$1,450.00	100.00	-	8,700.00	-	8,700.00
	8" 45 Offset Bend w/ Mega Lug	10	EA	\$1,450.00	100.00	-	14,500.00	-	14,500.00
	10" Plug w/ Mega Lug	1	EA	\$1,850.00	100.00	-	1,850.00	-	1,850.00
	8" Plug w/ Mega Lug	2	EA	\$850.00	100.00	-	1,700.00	-	1,700.00
	Remove Existing Plug & Connect	1	EA	\$775.00	100.00	-	775.00	-	775.00
	12" Pipe Joint Restraint	4	EA	\$480.00	100.00	-	1,920.00	-	1,920.00
	10" Pipe Joint Restraint	27	EA	\$470.00	100.00	-	12,690.00	-	12,690.00
	8" Pipe Joint Restraint	16	EA	\$280.00	100.00	-	4,480.00	-	4,480.00
	Flush Test	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00
	Steel Plate Rental	1	LS	\$1,890.00	100.00	-	1,890.00	-	1,890.00
	Pavement Restoration	1	LS	\$3,750.00	100.00	-	3,750.00	-	3,750.00
	Subgrade & Base Restoration w/ CLR	1	LS	\$3,750.00	100.00	-	3,750.00	-	3,750.00
	1" Milling Existing Asphalt	3,675	SY	\$1.55	100.00	-	5,696.25	-	5,696.25
	1" Type S-III Asphalt Overlay	3,675	SY	\$7.50	100.00	-	27,562.50	-	27,562.50
	Pavement Marking Restoration	1	LS	\$5,500.00	100.00	-	5,500.00	-	5,500.00
	MOT & Traffic Control	1	LS	\$10,000.00	100.00	-	10,000.00	-	10,000.00
Survey	1	LS	\$12,850.00	100.00	-	12,850.00	-	12,850.00	
<b>Sub-total FORCE MAIN: SELECTIVE CLEARING BY OTHERS</b>							<b>1,520,902.25</b>	<b>-</b>	<b>1,520,902.25</b>
LIFT STATION	Lift Station	1	LS	\$725,000.00	100.00	-	725,000.00	-	725,000.00
<b>Sub-total LIFT STATION</b>							<b>725,000.00</b>	<b>-</b>	<b>725,000.00</b>
<b>Sub-total CO 5</b>							<b>9,482,544.90</b>	<b>113,874.30</b>	<b>9,596,419.20</b>
<b>CHANGE ORDER #6 EARTHWORK: ONSITE</b>									
1	Temporary Fence and Swing Gates	1	LS	\$8,740.00	20.41	79.59	1,784.09	6,955.91	8,740.00
<b>Sub-total CO 6</b>							<b>1,784.09</b>	<b>6,955.91</b>	<b>8,740.00</b>
<b>CHANGE ORDER #7</b>									
PAVEMENT: ASPHALT	1" Milling Existing Asphalt	1	LS	\$4,000.00	100.00	-	4,000.00	-	4,000.00
	1" Type S-III Asphalt Overlay	300	SY	\$7.50	100.00	-	2,250.00	-	2,250.00
	12" Compacted Subgrade	(255)	SY	\$1.09	100.00	-	(277.95)	-	(277.95)
	8" Rock Base	(255)	SY	\$15.75	100.00	-	(4,016.25)	-	(4,016.25)
	2" Type S-III Asphalt (1st Lift)	(255)	SY	\$15.00	100.00	-	(3,825.00)	-	(3,825.00)
1" Type S-III Asphalt (2nd Lift)	(255)	SY	\$7.50	100.00	-	(1,912.50)	-	(1,912.50)	
<b>Sub-total PAVEMENT: ASPHALT</b>							<b>(3,781.70)</b>	<b>-</b>	<b>(3,781.70)</b>
CONCRETE: □	4" Concrete Sidewalk (Non-reinforced) Per Concrete Sidewalk Exhibit	(7,625)	SF	\$3.61	100.00	-	(27,526.25)	-	(27,526.25)
	2" Type "F" Curb & Gutter	(3,124)	LF	\$14.25	100.00	-	(44,517.00)	-	(44,517.00)
	6" Concrete Sidewalk (Non-reinforced)	(64)	SF	\$4.61	100.00	-	(295.04)	-	(295.04)
<b>Sub-total CONCRETE: □</b>							<b>(72,338.29)</b>	<b>-</b>	<b>(72,338.29)</b>
	R1-1 w/ R1-4	1	EA	\$232.00	100.00	-	232.00	-	232.00
	R1-1 w/ (2) D3-1 & R1-4	2	EA	\$255.00	100.00	-	510.00	-	510.00
	R3-17 w/ R3-17(b)	2	EA	\$232.00	100.00	-	464.00	-	464.00

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
<b>SIGNS &amp; MARKINGS: 2nd LIFT - ONE TIME ONLY</b>	R3-17	2	EA	\$196.00	100.00	-	392.00	-	392.00
	R6-1	2	EA	\$196.00	100.00	-	392.00	-	392.00
	R6-1 w/ R6-1	7	EA	\$232.00	100.00	-	1,624.00	-	1,624.00
	W11-2 w/ W16-7P	16	EA	\$232.00	100.00	-	3,712.00	-	3,712.00
	W1-6R	1	EA	\$196.00	100.00	-	196.00	-	196.00
	W1-6L	1	EA	\$196.00	100.00	-	196.00	-	196.00
	W5-1	1	EA	\$196.00	100.00	-	196.00	-	196.00
	W8-3	1	EA	\$196.00	100.00	-	196.00	-	196.00
	(2) D3-1	1	EA	\$196.00	100.00	-	196.00	-	196.00
	OM-1 w/ Yellow Reflectors	6	EA	\$196.00	100.00	-	1,176.00	-	1,176.00
	6" Yellow 10' - 30' Skip (P)	260	LF	\$0.80	100.00	-	208.00	-	208.00
	6" White (P)	3,505	LF	\$0.80	100.00	-	2,804.00	-	2,804.00
	6" Yellow (P)	2,490	LF	\$0.80	100.00	-	1,992.00	-	1,992.00
	6" Yellow 10' - 30' Skip (T)	260	LF	\$1.10	100.00	-	286.00	-	286.00
	6" White (T)	3,505	LF	\$1.10	100.00	-	3,855.50	-	3,855.50
	6" Yellow (T)	2,490	LF	\$1.10	100.00	-	2,739.00	-	2,739.00
	White Directional Arrow (T)	4	EA	\$69.00	100.00	-	276.00	-	276.00
	Bicycle Logo (P)	4	EA	\$200.00	100.00	-	800.00	-	800.00
	R1-1 w/ (2) D3-1	(1)	EA	\$232.00	100.00	-	(232.00)	-	(232.00)
	6" Double Yellow (P)	(136)	LF	\$1.20	100.00	-	(163.20)	-	(163.20)
	12" White (P)	(102)	LF	\$1.55	100.00	-	(158.10)	-	(158.10)
	18" White (P)	(100)	LF	\$1.95	100.00	-	(195.00)	-	(195.00)
	6" Double Yellow (T)	(136)	LF	\$1.66	100.00	-	(225.76)	-	(225.76)
	12" White (T)	(102)	LF	\$2.15	100.00	-	(219.30)	-	(219.30)
18" White (T)	(100)	LF	\$2.95	100.00	-	(295.00)	-	(295.00)	
<b>Sub-total SIGNS &amp; MARKINGS: 2nd LIFT - ONE TIME ONLY</b>							<b>20,954.14</b>	<b>-</b>	<b>20,954.14</b>
<b>STORM DRAIN:</b>	Catch Basin 48" x 48" w/ P-6 Inlet & Throat	1	EA	\$5,700.00	100.00	-	5,700.00	-	5,700.00
	24" Endcap PP	1	EA	\$275.00	100.00	-	275.00	-	275.00
	24" French Drain w/ P-PP (4' x 18' Trench)	(100)	LF	\$173.47	100.00	-	(17,347.00)	-	(17,347.00)
	18" HDPE	(108)	LF	\$52.29	100.00	-	(5,647.32)	-	(5,647.32)
	Catch Basin 48" x 48" w/ USF 4700-6223	(1)	EA	\$3,650.00	100.00	-	(3,650.00)	-	(3,650.00)
	Catch Basin 48" x 48" w/ P-5 Inlet & Throat	(1)	EA	\$5,500.00	100.00	-	(5,500.00)	-	(5,500.00)
	Concrete Apron for Catch Basin	(1)	EA	\$385.00	100.00	-	(385.00)	-	(385.00)
	Filter Fabric in Grates	(1)	EA	\$25.00	100.00	-	(25.00)	-	(25.00)
	Vacuum Structures For Derm Walk-through	(1)	EA	\$250.00	100.00	-	(250.00)	-	(250.00)
<b>Sub-total STORM DRAIN:</b>							<b>(26,829.32)</b>	<b>-</b>	<b>(26,829.32)</b>
<b>Sub-total CO 7</b>							<b>(81,995.17)</b>	<b>-</b>	<b>(81,995.17)</b>
<b>CHANGE ORDER #8 LIFT STATION</b>									
1	Air Freight	1	LS	\$5,993.23	100.00	-	5,993.23	-	5,993.23
<b>Sub-total CO 8</b>							<b>5,993.23</b>	<b>-</b>	<b>5,993.23</b>
<b>CHANGE ORDER #9</b>									
	16" DIP	1,369	LF	\$154.00	100.00	-	210,826.00	-	210,826.00
	8" DIP	1,740	LF	\$69.00	100.00	-	120,060.00	-	120,060.00
	6" DIP	124	LF	\$55.00	100.00	-	6,820.00	-	6,820.00
	2" Sleeves	119	LF	\$10.00	100.00	-	1,190.00	-	1,190.00
	BlueLine Paint Water Main	1,289	LF	\$0.40	100.00	-	515.60	-	515.60
	Fire Hydrant w/ Mega Lug	6	EA	\$4,550.00	100.00	-	27,300.00	-	27,300.00
	8" Gate Valve & Box w/ Mega Lug	2	EA	\$2,850.00	100.00	-	5,700.00	-	5,700.00
	6" Gate Valve & Box w/ Mega Lug	6	EA	\$2,100.00	100.00	-	12,600.00	-	12,600.00
	16" x 8" Cross w/ Mega Lug	1	EA	\$6,300.00	100.00	-	6,300.00	-	6,300.00
	16" x 6" Tee w/ Mega Lug	3	EA	\$6,500.00	100.00	-	19,500.00	-	19,500.00
	12" x 12" Tee w/ Mega Lug	1	EA	\$2,250.00	100.00	-	2,250.00	-	2,250.00
	8" x 8" Tee w/ Mega Lug	3	EA	\$1,450.00	100.00	-	4,350.00	-	4,350.00
	8" x 6" Tee w/ Mega Lug	4	EA	\$1,250.00	100.00	-	5,000.00	-	5,000.00
	16" x 14" Reducer w/ Mega Lug	1	EA	\$2,750.00	100.00	-	2,750.00	-	2,750.00
	12" x 8" Reducer w/ Mega Lug	1	EA	\$3,250.00	100.00	-	3,250.00	-	3,250.00

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
<b>WATER:</b>	16" 90 Bend w/ Mega Lug	2	EA	\$2,665.00	100.00	-	5,330.00	-	5,330.00
	8" 90 Bend w/ Mega Lug	4	EA	\$890.00	100.00	-	3,560.00	-	3,560.00
	8" 45 Bend w/ Mega Lug	26	EA	\$890.00	100.00	-	23,140.00	-	23,140.00
	8" 45 Offset Bend w/ Mega Lug	14	EA	\$890.00	100.00	-	12,460.00	-	12,460.00
	8" Cap Tap 2" w/ Mega Lug	3	EA	\$450.00	100.00	-	1,350.00	-	1,350.00
	2" FVO Ass'y.	1	EA	\$1,250.00	100.00	-	1,250.00	-	1,250.00
	Air Release Valve Ass'y. (manual)	1	EA	\$3,250.00	100.00	-	3,250.00	-	3,250.00
	2" Water Service <i>Meter Vault Not Included</i>	2	EA	\$2,750.00	100.00	-	5,500.00	-	5,500.00
	1" Single Water Service	5	EA	\$1,220.00	100.00	-	6,100.00	-	6,100.00
	Wood Stakes	4	EA	\$11.00	100.00	-	44.00	-	44.00
	2" Vacuum Breaker	2	EA	\$1,500.00	100.00	-	3,000.00	-	3,000.00
	16" x 14" Tapping Sleeve & Valve	1	EA	\$31,500.00	100.00	-	31,500.00	-	31,500.00
	16" x 12" Tapping Sleeve & Valve	1	EA	\$22,500.00	100.00	-	22,500.00	-	22,500.00
	12" DIP	(1,944)	LF	\$102.00	100.00	-	(198,288.00)	-	(198,288.00)
	12" Gate Valve & Box w/ Mega Lug	(5)	EA	\$5,550.00	100.00	-	(27,750.00)	-	(27,750.00)
	16" x 12" Cross w/ Mega Lug	(1)	EA	\$7,300.00	100.00	-	(7,300.00)	-	(7,300.00)
	12" x 12" Cross w/ Mega Lug	(1)	EA	\$2,650.00	100.00	-	(2,650.00)	-	(2,650.00)
	12" x 8" Tee w/ Mega Lug	(3)	EA	\$1,290.00	100.00	-	(3,870.00)	-	(3,870.00)
	12" x 6" Tee w/ Mega Lug	(1)	EA	\$1,250.00	100.00	-	(1,250.00)	-	(1,250.00)
	12" 90 Bend w/ Mega Lug	(1)	EA	\$1,050.00	100.00	-	(1,050.00)	-	(1,050.00)
	12" 45 Bend w/ Mega Lug	(6)	EA	\$1,050.00	100.00	-	(6,300.00)	-	(6,300.00)
	12" 45 Offset Bend w/ Mega Lug	(2)	EA	\$1,050.00	100.00	-	(2,100.00)	-	(2,100.00)
	12" Cap Tap 2" w/ Mega Lug	(2)	EA	\$650.00	100.00	-	(1,300.00)	-	(1,300.00)
1" Double Water Service	(1)	EA	\$1,220.00	100.00	-	(1,220.00)	-	(1,220.00)	
Remove Existing Plug & Connect	(1)	EA	\$775.00	100.00	-	(775.00)	-	(775.00)	
<b>Sub-total WATER:</b>							<b>293,542.60</b>	<b>-</b>	<b>293,542.60</b>
<b>SAN. SEWER:</b>	6" PVC C-900	113	LF	\$33.00	100.00	-	3,729.00	-	3,729.00
	8" PVC SDR-26 10/12	12	LF	\$59.00	100.00	-	708.00	-	708.00
	8" PVC SDR-26 12/14	170	LF	\$77.00	100.00	-	13,090.00	-	13,090.00
	8" DIP Epoxy Coated 12/14	208	LF	\$145.00	100.00	-	30,160.00	-	30,160.00
	8" DIP Epoxy Coated 14/16	1,001	LF	\$153.00	100.00	-	153,153.00	-	153,153.00
	10" DIP Epoxy Coated 14/16	557	LF	\$200.00	100.00	-	111,400.00	-	111,400.00
	Pipe Bedding for Sewer Laterals	23	TN	\$35.00	100.00	-	805.00	-	805.00
	Manhole 6/8	2	EA	\$3,600.00	100.00	-	7,200.00	-	7,200.00
	Manhole 8/10	2	EA	\$3,900.00	100.00	-	7,800.00	-	7,800.00
	Manhole 12/14	1	EA	\$5,500.00	100.00	-	5,500.00	-	5,500.00
	Manhole 14/16	2	EA	\$7,000.00	100.00	-	14,000.00	-	14,000.00
	8" Coupling DIP	8	EA	\$975.00	100.00	-	7,800.00	-	7,800.00
	10" Coupling DIP	4	EA	\$1,550.00	100.00	-	6,200.00	-	6,200.00
	8" Manhole Adaptor DIP	8	EA	\$1,050.00	100.00	-	8,400.00	-	8,400.00
	10" Manhole Adaptor DIP	4	EA	\$1,950.00	100.00	-	7,800.00	-	7,800.00
	6" SDR-26/ C-900 Adaptor	3	EA	\$225.00	100.00	-	675.00	-	675.00
	10" x 6" Wye DIP	9	EA	\$2,450.00	100.00	-	22,050.00	-	22,050.00
	8" x 6" Wye DIP	13	EA	\$1,860.00	100.00	-	24,180.00	-	24,180.00
	6" 45° Bend PVC C-900	8	EA	\$275.00	100.00	-	2,200.00	-	2,200.00
	6" Cap PVC C-900	3	EA	\$120.00	100.00	-	360.00	-	360.00
	6" Cleanout Ass'y. PVC C-900	3	EA	\$955.00	100.00	-	2,865.00	-	2,865.00
	Drop Connections	5	EA	\$1,945.00	100.00	-	9,725.00	-	9,725.00
	8" PVC SDR-26 0/6	(235)	LF	\$47.00	100.00	-	(11,045.00)	-	(11,045.00)
	8" PVC SDR-26 6/8	(267)	LF	\$47.00	100.00	-	(12,549.00)	-	(12,549.00)
	8" PVC SDR-26 8/10	(146)	LF	\$50.00	100.00	-	(7,300.00)	-	(7,300.00)
	8" PVC SDR-26 14/16	(571)	LF	\$85.00	100.00	-	(48,535.00)	-	(48,535.00)
	10" PVC SDR-26 14/16	(560)	LF	\$104.00	100.00	-	(58,240.00)	-	(58,240.00)
12" DIP Epoxy Coated 14/16	(4)	LF	\$240.00	100.00	-	(960.00)	-	(960.00)	
Manhole 0/6	(7)	EA	\$3,300.00	100.00	-	(23,100.00)	-	(23,100.00)	

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
	Manhole 10/12	(1)	EA	\$4,350.00	100.00	-	(4,350.00)	-	(4,350.00)
	Shrink Wrap/ PPC	(1)	EA	\$620.00	100.00	-	(620.00)	-	(620.00)
	8" Coupling PVC SDR-26	(11)	EA	\$240.00	100.00	-	(2,640.00)	-	(2,640.00)
	10" Coupling PVC SDR-26	(4)	EA	\$350.00	100.00	-	(1,400.00)	-	(1,400.00)
	8" Manhole Adaptor PVC SDR-26	(11)	EA	\$260.00	100.00	-	(2,860.00)	-	(2,860.00)
	10" Manhole Adaptor PVC SDR-26	(4)	EA	\$370.00	100.00	-	(1,480.00)	-	(1,480.00)
	8" x 6" Wye PVC SDR-26	(10)	EA	\$280.00	100.00	-	(2,800.00)	-	(2,800.00)
	10" x 6" Wye PVC SDR-26	(9)	EA	\$550.00	100.00	-	(4,950.00)	-	(4,950.00)
	Rainstoppers	(1)	EA	\$90.00	100.00	-	(90.00)	-	(90.00)
<b>Sub-total SAN. SEWER:</b>							<b>256,881.00</b>	<b>-</b>	<b>256,881.00</b>
<b>FORCE MAIN:</b>	10" DIP Epoxy	1,055	LF	\$145.00	100.00	-	152,975.00	-	152,975.00
	10" Plug Valve w/ Box w/ Mega Lug	3	EA	\$9,200.00	100.00	-	27,600.00	-	27,600.00
	10" 90 Bend w/ Mega Lug	4	EA	\$2,850.00	100.00	-	11,400.00	-	11,400.00
	2" ARV Assembly (Automatic)	6	EA	\$6,850.00	100.00	-	41,100.00	-	41,100.00
	1" Milling Existing Asphalt	1	LS	\$3,900.00	100.00	-	3,900.00	-	3,900.00
	1" Type S-III Asphalt Overlay	1	LS	\$4,500.00	100.00	-	4,500.00	-	4,500.00
	12" DIP Epoxy	(410)	LF	\$172.25	100.00	-	(70,622.50)	-	(70,622.50)
	8" DIP Epoxy	(6,140)	LF	\$105.00	100.00	-	(644,700.00)	-	(644,700.00)
	Paint for Forcemain Pipe	(5,495)	LF	\$0.40	100.00	-	(2,198.00)	-	(2,198.00)
	12" Plug Valve w/ Box w/ Mega Lug	(1)	EA	\$12,000.00	100.00	-	(12,000.00)	-	(12,000.00)
	8" Plug Valve w/ Box w/ Mega Lug	(3)	EA	\$3,250.00	100.00	-	(9,750.00)	-	(9,750.00)
	12" x 8" Tee w/ Mega Lug	(1)	EA	\$4,000.00	100.00	-	(4,000.00)	-	(4,000.00)
	8" x 8" Tee w/ Mega Lug	(1)	EA	\$2,800.00	100.00	-	(2,800.00)	-	(2,800.00)
	12" x 10" Reducer w/ Mega Lug	(1)	EA	\$2,800.00	100.00	-	(2,800.00)	-	(2,800.00)
	10" 45 Bend w/ Mega Lug	(2)	EA	\$2,850.00	100.00	-	(5,700.00)	-	(5,700.00)
	10" 45 Offset Bend w/ Mega Lug	(8)	EA	\$2,850.00	100.00	-	(22,800.00)	-	(22,800.00)
	8" 90 Bend w/ Mega Lug	(3)	EA	\$1,450.00	100.00	-	(4,350.00)	-	(4,350.00)
	8" 45 Bend w/ Mega Lug	(6)	EA	\$1,450.00	100.00	-	(8,700.00)	-	(8,700.00)
	8" 45 Offset Bend w/ Mega Lug	(10)	EA	\$1,450.00	100.00	-	(14,500.00)	-	(14,500.00)
	8" Plug w/ Mega Lug	(2)	EA	\$850.00	100.00	-	(1,700.00)	-	(1,700.00)
1" Milling Existing Asphalt	(3,675)	SY	\$1.55	100.00	-	(5,696.25)	-	(5,696.25)	
1" Type S-III Asphalt Overlay	(3,675)	SY	\$7.50	100.00	-	(27,562.50)	-	(27,562.50)	
<b>Sub-total FORCE MAIN:</b>							<b>(598,404.25)</b>	<b>-</b>	<b>(598,404.25)</b>
<b>Sub-total CO 9</b>							<b>(47,980.65)</b>	<b>-</b>	<b>(47,980.65)</b>
<b>CHANGE ORDER #11 MISCELLANEOUS</b>									
1	3% Balance to finish credit	1	LS	-\$173,084.53	20.41	79.59	(35,331.57)	(137,752.96)	(173,084.53)
2	3% Balance of retainage credit	1	LS	-\$11,436.92	20.41	79.59	(2,334.61)	(9,102.31)	(11,436.92)
<b>Sub-total CO 11</b>							<b>(37,666.18)</b>	<b>(146,855.27)</b>	<b>(184,521.45)</b>
<b>CHANGE ORDER #12 SAN. SEWER:</b>									
<b>MAIN- SELECTIVE CLEARING BY OTHERS</b>	6" PVC SDR-26	930	LF	\$27.50	100.00	-	25,575.00	-	25,575.00
	8" PVC SDR-26 6/8	81	LF	\$47.00	100.00	-	3,807.00	-	3,807.00
	8" PVC C-900 12/14	48	LF	\$88.50	100.00	-	4,248.00	-	4,248.00
	8" PVC C-900 14/16	1,095	LF	\$96.00	100.00	-	105,120.00	-	105,120.00
	10" PVC C-900 12/14	154	LF	\$148.50	100.00	-	22,869.00	-	22,869.00
	10" PVC C-900 14/16	519	LF	\$156.00	100.00	-	80,964.00	-	80,964.00
	12" PVC C-900 14/16	7	LF	\$226.00	100.00	-	1,582.00	-	1,582.00
	12" PVC C-900 16/18	53	LF	\$235.00	100.00	-	12,455.00	-	12,455.00
	Manhole 0/6	3	EA	\$3,300.00	100.00	-	9,900.00	-	9,900.00
	Manhole 12/14	1	EA	\$5,500.00	100.00	-	5,500.00	-	5,500.00
	Manhole 14/16	1	EA	\$7,000.00	100.00	-	7,000.00	-	7,000.00
	8" Coupling PVC SDR-26	1	EA	\$240.00	100.00	-	240.00	-	240.00
	8" Coupling PVC C-900	8	EA	\$280.00	100.00	-	2,240.00	-	2,240.00
	10" Coupling PVC C-900	6	EA	\$950.00	100.00	-	5,700.00	-	5,700.00
	12" Coupling PVC C-900	2	EA	\$1,050.00	100.00	-	2,100.00	-	2,100.00
	8" Manhole Adaptor PVC SDR-26	1	EA	\$260.00	100.00	-	260.00	-	260.00
	8" Manhole Adaptor PVC C-900	8	EA	\$275.00	100.00	-	2,200.00	-	2,200.00

**ACACIA GROVE CDD**  
**Estimated Construction Costs**  
**SW 336 Street & SW 194 Avenue, Miami-Dade County**

Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total
<b>FORCE M</b>	10" Manhole Adaptor PVC C-900	6	EA	\$1,250.00	100.00	-	7,500.00	-	7,500.00
	12" Manhole Adaptor PVC C-900	2	EA	\$1,350.00	100.00	-	2,700.00	-	2,700.00
	6" x 6" Double Wye PVC SDR-26	14	EA	\$475.00	100.00	-	6,650.00	-	6,650.00
	6" x 6" Double Wye PVC C-900	5	EA	\$575.00	100.00	-	2,875.00	-	2,875.00
	8" x 6" Wye PVC C-900	13	EA	\$555.00	100.00	-	7,215.00	-	7,215.00
	10" x 6" Wye PVC C-900	9	EA	\$1,350.00	100.00	-	12,150.00	-	12,150.00
	6" 45° Bend PVC SDR-26	190	EA	\$100.00	100.00	-	19,000.00	-	19,000.00
	6" Cap PVC SDR-26	76	EA	\$54.00	100.00	-	4,104.00	-	4,104.00
6" Cleanout Ass'y. PVC SDR-26	76	EA	\$510.00	100.00	-	38,760.00	-	38,760.00	
<b>Sub-total</b>							<b>392,714.00</b>	<b>-</b>	<b>392,714.00</b>
<b>FORCE MAIN: SELECTIVE CLEARING BY OTHERS</b>	6" PVC C-900	(1,648)	LF	\$33.00	100.00	-	(54,384.00)	-	(54,384.00)
	8" PVC SDR-26 0/6	(143)	LF	\$47.00	100.00	-	(6,721.00)	-	(6,721.00)
	8" DIP Epoxy Coated 12/14	(208)	LF	\$145.00	100.00	-	(30,160.00)	-	(30,160.00)
	8" DIP Epoxy Coated 14/16	(1,001)	LF	\$153.00	100.00	-	(153,153.00)	-	(153,153.00)
	10" DIP Epoxy Coated 14/16	(607)	LF	\$200.00	100.00	-	(121,400.00)	-	(121,400.00)
	12" DIP Epoxy Coated 14/16	(8)	LF	\$240.00	100.00	-	(1,920.00)	-	(1,920.00)
	12" DIP Epoxy Coated 16/18	(53)	LF	\$305.00	100.00	-	(16,165.00)	-	(16,165.00)
	Manhole 6/8	(1)	EA	\$3,600.00	100.00	-	(3,600.00)	-	(3,600.00)
	Manhole 8/10	(2)	EA	\$3,900.00	100.00	-	(7,800.00)	-	(7,800.00)
	8" Coupling DIP	(8)	EA	\$975.00	100.00	-	(7,800.00)	-	(7,800.00)
	10" Coupling DIP	(6)	EA	\$1,550.00	100.00	-	(9,300.00)	-	(9,300.00)
	12" Coupling DIP	(2)	EA	\$1,650.00	100.00	-	(3,300.00)	-	(3,300.00)
	8" Manhole Adaptor DIP	(8)	EA	\$1,050.00	100.00	-	(8,400.00)	-	(8,400.00)
	10" Manhole Adaptor DIP	(6)	EA	\$1,950.00	100.00	-	(11,700.00)	-	(11,700.00)
	12" Manhole Adaptor DIP	(2)	EA	\$2,050.00	100.00	-	(4,100.00)	-	(4,100.00)
	6" SDR-26/ C-900 Adaptor	(103)	EA	\$225.00	100.00	-	(23,175.00)	-	(23,175.00)
	10" x 6" Wye DIP	(9)	EA	\$2,450.00	100.00	-	(22,050.00)	-	(22,050.00)
	8" x 6" Wye DIP	(13)	EA	\$1,860.00	100.00	-	(24,180.00)	-	(24,180.00)
8" x 6" Wye PVC SDR-26	(19)	EA	\$280.00	100.00	-	(5,320.00)	-	(5,320.00)	
6" 45° Bend PVC C-900	(191)	EA	\$275.00	100.00	-	(52,525.00)	-	(52,525.00)	
6" Cap PVC C-900	(76)	EA	\$120.00	100.00	-	(9,120.00)	-	(9,120.00)	
6" Cleanout Ass'y. PVC C-900	(76)	EA	\$955.00	100.00	-	(72,580.00)	-	(72,580.00)	
<b>Sub-total</b>							<b>(648,853.00)</b>	<b>-</b>	<b>(648,853.00)</b>
	<b>3% ADJUSTMENT</b>						<b>7,684.17</b>	<b>-</b>	<b>7,684.17</b>
<b>Sub-total CO 12</b>							<b>(248,454.83)</b>	<b>-</b>	<b>(248,454.83)</b>
<b>CHANGE ORDER #13 LIFT STATION</b>									
1	Wet well size increase	1	LS	\$50,000.00	100.00	-	50,000.00	-	50,000.00
<b>Sub-total CO 13</b>							<b>50,000.00</b>	<b>-</b>	<b>50,000.00</b>
<b>CHANGE ORDER #14 WATER</b>									
<b>WATER: OFFSITE (SW 344 STREET) - 80' ROW (5,390' LF)</b>									
1	16" Pipe Joint Restraint	5	EA	\$880.00	100.00	-	4,400.00	-	4,400.00
2	8" Pipe Joint Restraint	68	EA	\$280.00	100.00	-	19,040.00	-	19,040.00
<b>Sub-total CO 14</b>							<b>23,440.00</b>	<b>-</b>	<b>23,440.00</b>
<b>GRAND TOTAL CHANGE ORDERS</b>							<b>9,571,422.93</b>	<b>1,678,243.48</b>	<b>11,249,666.41</b>
<b>GRAND TOTAL ORIGINAL CONTRACT AND CHANGE ORDERS</b>							<b>10,400,404.84</b>	<b>4,857,206.12</b>	<b>15,257,610.96</b>
<b>OTHER COSTS</b>									
1	Soft Cost and Contingency	15%	%	\$15,257,610.96	68.17	31.83	1,560,060.72	728,580.92	2,288,641.64
2	Water Conn. Fee (195 SFH @ 210 GPD)	40,950	GPD	\$1.39	100.00		56,920.50	-	56,920.50
3	Sewer Conn Fees (195 SFH @ 210 GPD)	40,950	GPD	\$5.60	100.00		229,320.00	-	229,320.00
4	Water Conn. Fee (49 Villas @ 165 GPD)	8,085	GPD	\$1.39	100.00		11,238.15	-	11,238.15
5	Sewer Conn Fees (49 Villas @ 165 GPD)	8,085	GPD	\$5.60	100.00		45,276.00	-	45,276.00
6	Mobility Impact Fees for 195 SFH MDC 12/2023 - 12/2027 Rates, Zone 4)	195	EA	\$10,625.00	100.00		1,622,400.00	-	1,622,400.00
7	Mobility Impact Fees for 49 Villas MDC 12/2023 - 12/2027 Rates, Zone 4)	49	EA	\$8,112.00	100.00		397,488.00	-	397,488.00
<b>Sub-total Other Costs</b>							<b>3,922,703.37</b>	<b>728,580.92</b>	<b>4,651,284.29</b>
<b>GRAND TOTAL</b>							<b>14,323,108.21</b>	<b>5,585,787.04</b>	<b>19,908,895.25</b>

ACACIA GROVE CDD									
Estimated Construction Costs									
SW 336 Street & SW 194 Avenue, Miami-Dade County									
Item No.	Description of Work	Quantity	Unit	Unit Price (\$/Unit)	Proportion (%)		Estimated Cost (\$)		
					CDD	Non-CDD	CDD	Non-CDD	Total

Summary of Acacia Grove CDD Estimated Construction Costs Rounded Up to \$1K			
Item Description		Cost	
		(\$)	
Roadway Improvements Including Miami-Dade Mobility Impact Fees for 195 SFH and 49 Villas		5,404,000	
Stormwater Management and Drainage		1,795,000	
Water Distribution System, Including Water Connection Fees for 195 SFH and 49 Villas		3,066,000	
Sanitary Sewer System, Including Connection Fees for 195 SFH and 49 Villas		4,059,000	
<b>Total</b>		<b>14,324,000</b>	

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**MASTER ASSESSMENT METHODOLOGY**

**FOR SPECIAL ASSESSMENT BONDS**

**ACACIA GROVE**

**COMMUNITY DEVELOPMENT DISTRICT**

**November 21, 2025**

Prepared by



Governmental Management Services-South Florida, LLC  
5385 N. Nob Hill Road  
Sunrise, FL 33351

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## 1.0 Introduction

The Acacia Grove Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (“FS”). The District anticipates issuing approximately \$17,210,000 of special assessment bonds in one or more series (the “Bonds”) for the purpose of financing certain infrastructure improvements within the District, more specifically described in the Engineer’s Report dated November 21, 2025, as may be amended and supplemented from time to time (the “Engineer’s Report”), prepared by Alvarez Engineers, Inc. (the “District’s Engineer”). The Bonds are to be issued to pay for all or a portion of the design, acquisition, construction costs of certain public infrastructure improvements, including, but not limited to, stormwater management and control facilities, including, but not limited to, related earthwork; public roadway improvements and any applicable mobility fees; water and wastewater facilities and any applicable connection fees; and all related soft and incidental costs, as are more particularly described in the Engineer’s Report (herein, the “Project” or “Improvement Plan”).

### 1.1 Purpose

This Master Assessment Methodology for Special Assessment Bonds (the “Report”) provides a methodology that determines the amount of District debt relating to the Bonds to be allocated to specific properties within the District. The improvements are being constructed as one system of improvements benefiting all the developable property within the boundaries of the District equally. This Report is designed to conform to the requirements of Chapters 190 and 170, FS, and will be supplemented with one or more supplemental methodology reports to reflect the actual terms and conditions at the time of the issuance of each series of the Bonds.

The District intends to impose non-ad valorem special assessments on the benefited lands within the District to pay the debt represented by the Bonds in accordance with the methodology set forth in this Report. It is anticipated that all the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, FS, or any other legal means available to the District. It is not the intent of this Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government.

### 1.2 Background

The District includes approximately 38.57 gross acres of land located in unincorporated Miami-Dade County, Florida (the “County”). The

development plan for the District is currently anticipated to consist of 49 Villas and 195 single-family homes for a total of 244 residential units (the “Development Plan”). This proposed Development Plan is depicted in Table 1. It is recognized that such land use plan may change, and this Report will then be modified accordingly.

The public improvements comprising the Project contemplated by the District will provide facilities that provide a direct and special benefit to the assessable property within the District. The acquisition costs for the Project are summarized in Table 2.

The assessment methodology is a three-step process. First, the District Engineer determines the costs described herein for the Project contemplated by the District. Second, this cost forms the basis for a debt sizing. Third, the bonded costs are divided among the benefited properties on the basis of the direct and special benefit received as a result of the Project.

### 1.3 Special Benefits and General Benefits

In the process of constructing or acquiring the public infrastructure improvements comprising the Project and which provide direct and special benefits to the assessable properties within the District’s boundaries, incidental general benefits to properties outside of the District and the public at large are also created. These general benefits are incidental and different from the direct and special benefits provided to the assessable properties within the boundaries of the District.

The Improvement Plan is designed to meet the needs of the assessable property within the District. The property owners within the District are therefore receiving direct and special benefits not received by those outside of the District and outside the boundaries of the District.

### 1.4 Special Benefits Exceed the Costs Allocated

The direct and special benefits provided to the assessable property within the District will be equal to or greater than the costs associated with providing these benefits. The increase in the market value of the benefiting property will exceed the cost of the improvements being acquired by the District. Without the District’s Improvement Plan, the property within the District would not be able to be developed and to be sold as developed property.

## 1.5 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1.) the properties to be assessed must receive a direct and special benefit from the improvements being paid for; and
- 2.) the assessments must be fairly and reasonably allocated to the properties being assessed.

## 2.0 Assessment Methodology

### 2.1 Overview

The District anticipates the issuance of approximately \$17,210,000 in Bonds, in one or more series, to finance the public infrastructure improvements comprising the Project, provide for capitalized interest, if so required, fund one or more debt service reserve accounts, if applicable, and pay the cost of issuance for each series of the Bonds so issued. It is the purpose of this methodology to allocate the \$17,210,000 in debt to the properties benefiting from the Improvement Plan.

Table 1 identifies the Development Plan as identified by the developer, Lennar Homes, LLC. (the “Developer”). The Engineer’s Report outlines the capital improvements needed to support the Development within the District, which are shown in Table 2. The public improvements constituting the Project needed to support the development are described in detail in the Engineer Report and are estimated to cost approximately \$14,324,000. These improvements will be funded through the issuance of one or more series of Bonds. Based on the estimated costs, the total size of the Bonds needed to generate funds to pay for all or a portion of the Project was determined by the District’s Underwriter to total approximately \$17,210,000. Table 3 depicts the breakdown of the Bond sizing.

### 2.2 Allocation of Benefit

The planned public improvements constituting the Project are an integrated system of facilities that benefit the assessable land within the District. That is, the first few feet of water line or sewer line benefit the landowners as much as the last few feet. The Improvement Plan works as a total system and provides direct and special benefits for each land use. A fair and reasonable method of allocating the benefit to each residential unit in the District would be by assigning an equivalent residential unit (“ERU”) to the

product types based on relative size. The 195 single-family homes (SFH), which are uniform in size, serve as the base unit and are each assigned one (1) Equivalent Residential Unit (ERU), while each of the 49 Villas is assigned zero point ninety-five (0.95) ERU. Table 4 shows the allocation of benefits based on this ERU assignment. It is important to note that the direct and special benefit derived from the Project to the residential units identified in the Development Plan is equal to or exceeds the cost that the units will be paying for such benefits.

### 2.3 Allocation of Debt

Allocation of debt is a continuous process until the Development Plan is completed. The initial assessments will be levied on an equal basis for all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the direct and special benefits. At this point, all the land within the District is benefiting equally from the Improvement Plan, and the special assessments will be assigned on a per acre basis.

Once platting, the recording of declaration of condominium, or other means of identifying individual lots (“Assigned Properties”) has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive on a first platted, first assigned basis. The Unassigned Properties, defined as gross acres that have not been platted, will continue to be assessed on a per acre basis. Eventually, the Development Plan will be completed and the debt relating to the Bonds will be allocated to the planned 49 Villas and 195 SFH lots within the District, which are the beneficiaries of the Improvement Plan, as depicted in Table 5. If there are changes to the Development Plan, a true up of the assessment will be calculated to determine if a payment from the Developer is required. This process is outlined in Section 3.0.

The assignment of debt in this Report sets forth the process by which debt represented by the Bonds is apportioned. As previously mentioned herein, this Report will be supplemented from time to time.

### 2.4 Special and Peculiar Benefit to the Property

As previously mentioned, the capital improvements to be constructed or acquired by the District include stormwater management and control facilities, including, but not limited to, related earthwork, public roadway improvements, and any applicable mobility fees, and water and wastewater facilities, and any applicable connection fees. This will provide peculiar, direct, and special benefits which flow from the logical relationship of the

Improvement Plan to the benefiting properties within the District. These peculiar, direct, and special benefits consist of the added use of the property for residential purposes, added enjoyment of the property, and the probability of increased marketability and value of the property.

## 2.5 Reasonable and Fair Apportionment of the Duty to Pay

A reasonable estimate of the proportion of direct, special, and peculiar benefits received from the Improvement Plan is delineated in Table 4.

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the direct, special, and peculiar benefits to the property derived from the acquisition or construction of the Project have been apportioned to the property according to reasonable estimates of the direct, special, and peculiar benefits provided consistent with each land use category.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined direct and special benefit peculiar to that unit, and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Report.

In accordance with the benefit allocation in Table 4, a total par amount of the Bonds per unit and an annual debt assessment per unit for the proposed District's Bonds have been calculated for each unit as illustrated in Table 5. These amounts represent the maximum anticipated per unit debt allocations assuming all anticipated units are built and sold in the proportions planned, the entire proposed infrastructure program is constructed or acquired by the District, and the estimated \$17,210,000 in par amount of the Bonds have been issued.

## 3.0 True Up

Although the District does not process plats, declaration of condominiums, site plans, or revisions for the Developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan, or revision is processed, the District must allocate a portion of its debt to the property according to the methodology outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties

become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service on the Bonds, then no debt reduction payment will be required. In the case that the revenue generated is less than the required amount to pay debt service on the Bonds, then a debt reduction payment by the Developer in the amount necessary to reduce the par amount of the outstanding Bonds plus accrued interest to a level that will be supported by the new maximum annual debt service will be required. This true up mechanism may be memorialized through an agreement between the District and the Developer, which may contain additional provisions.

#### **4.0 Assessment Roll**

The District will initially distribute the lien across the property within the District boundaries on a gross acreage basis. As Assigned Property becomes known with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis, as shown in Table 5 on a first platted, first assigned basis. If the land use plan changes, then the District will update Table 5 to reflect the changes. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in the District prior to the time final Assigned Properties become known. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Report. The preliminary assessment roll is depicted in Table 6.

#### **5.0 Additional Information**

Governmental Management Services-South Florida, LLC (GMS) does not represent the District as a Municipal Advisor or Security Broker, nor is GMS registered to provide such services as described in the Sections 15B of the Security and Exchange Act of 1934, as amended. Similarly, GMS does not provide the District with advisory services or offer investment advice.

Certain information in this Report was provided by members of the District staff, the Developer or other professionals hired in conjunction with the bond issuance. GMS makes no representation regarding the information provided by others.

**Table 1**  
**Acacia Grove**  
**Community Development District**  
**Development Plan**

<b>Land Use</b>	<b>No. of Units*</b>	<b>ERUs per Unit</b>	<b>Total ERUs</b>
Villas	49	0.95	46.55
Single Family- 50's	195	1.00	195.00
<b>Residential Units</b>	<b>244</b>		<b>241.55</b>

Gross Acres

\* Unit mix subject to change based on marketing and other factors.

**Table 2**  
**Acacia Grove**  
**Community Development District**  
**Estimated Construction Costs**

<b>Category</b>	<b>Cost</b>
Roadway Improvements (County Mobility Impact Fees for 195 single-family units and 49 villas)	\$ 5,404,000
Stormwater Management and Drainage	\$ 1,795,000
Water Distribution System (Including Water Connection Fees for 195 single-family units and 49 villas)	\$ 4,059,000
Sanitary Collection System (Including Sewer Connection Fees for 195 single-family units and 49 villas)	\$ 3,066,000
<b>Total</b>	<b>\$ 14,324,000</b>

*Information provided by Alvarez Engineers Inc.*

<b>Table 3</b> <b>Acacia Grove</b> <b>Community Development District</b> <b>Bond Sizing</b>
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		<b>Bonds</b>
Construction Funds	\$	14,324,000
Debt Service Reserve	\$	1,250,288
Capitalized Interest	\$	1,032,600
Underwriters Discount	\$	344,200
Issuance Costs	\$	258,912
<b>Par Amount *</b>	<b>\$</b>	<b>17,210,000</b>

**\*Based on the following:**

Interest Rate	6.00%
Amortization	30
Capitalized Interest	12
Debt Service Reserve	100% MADS
Underwriters Discount	2.00%

MADS = Maximum Annual Debt Service

MADS= \$ 1,250,288

**Information provided by FMS Bonds**

**Table 4**  
**Acacia Grove**  
**Community Development District**  
**Allocation of Total Project Cost**

<b>Land Use</b>	<b>No. of Units*</b>	<b>ERUs per Unit</b>	<b>Total ERUs</b>	<b>Total Cost Allocated</b>	<b>Total Costs per Unit</b>
Villas	49	0.95	46.55	\$ 2,760,431	\$ 56,335.33
Single Family- 50's	195	1.00	195.00	\$ 11,563,569	\$ 59,300.35
<b>Totals</b>	<b>244</b>		<b>241.55</b>	<b>\$ 14,324,000</b>	

\* Unit mix subject to change based on marketing and other factors.

**Table 5**  
**Acacia Grove**  
**Community Development District**  
**Bond Allocation of Par Debt**

Land Use	No. of Units*	Total ERUs	Total Cost Allocated	Bonds Total Allocation of Par Debt	Bonds Allocation of Par Debt per Unit	Annual Debt Assessment Total	Annual Debt Assessment Per Unit**
Villas	49	46.55	\$ 2,760,431.38	\$ 3,316,603	\$ 67,685.78	\$ 240,947.61	\$ 4,917.30
Single Family- 50's	195	195.00	\$ 11,563,568.62	\$ 13,893,397	\$ 71,248.19	\$ 1,009,340.14	\$ 5,176.10
<b>Totals</b>	<b>244</b>	<b>241.55</b>	<b>\$ 14,324,000.00</b>	<b>\$ 17,210,000</b>		<b>\$1,250,288</b>	

\* Unit mix subject to change based on marketing and other factors.

\*\* This amount will be grossed up to include discounts for early payments and county collection fees when collected on the Miami-Dade County tax bills (currently 6%).

**Table 6**  
**Acacia Grove**  
**Community Development District**  
**Preliminary Assessment Roll**

<b>Parcel ID#</b>	<b>Acres</b>	<b>Total Allocation of Cost Per Parcel</b>	<b>Allocation of Par Debt per Parcel*</b>	<b>Allocation of Annual Assessment per Parcel*</b>
30-7823-000-0200	38.57	\$ 17,210,000	\$ 17,210,000	\$ 1,250,288
<b>Totals</b>	<b>38.57</b>	<b>\$ 17,210,000</b>	<b>\$ 17,210,000</b>	<b>\$ 1,250,288</b>

\* This amount will be grossed up to include discounts for early payments and county collection fees when collected on the Miami-Dade County tax bills (currently 6%).

## **RESOLUTION 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS AND IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHOD PROVIDED FOR BY CHAPTERS 170 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE**

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

**SECTION 1. AUTHORITY FOR THIS RESOLUTION.** This Resolution is adopted pursuant to Chapters 170, 190 and 197, Florida Statutes.

**SECTION 2. FINDINGS.** The Board of Supervisors of the Acacia Grove Community Development District (the "Board") hereby finds and determines as follows:

- (a) The Acacia Grove Community Development District (the "District") is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, Florida Statutes, as amended.
- (b) The District is authorized under Chapter 190, Florida Statutes, to fund, acquire, and construct **stormwater management and control systems, including** but not limited to, related earthwork, water and wastewater facilities, including any applicable connection fees; public roadway improvements including any applicable mobility fees; **and**

related soft and incidental costs thereto to serve lands within the District (the "Improvements" or the "projects").

(c) The District is authorized by Chapter 170, Florida Statutes, to levy special assessments to pay all, or any part of the cost of such projects and, to issue special assessment bonds (the "Bonds") payable from such special assessments as provided in Chapters 190 and 170, Florida Statutes.

(d) It is necessary to the public safety and welfare that (i) the District provide the projects, the nature and location of which are described in **Resolution 2026-03** and more specifically described in the Engineer's Report, prepared by Alvarez Engineers, Inc, dated November 21, 2025 as amended from time to time (the "Engineer's Report") on file at the offices of the District Manager located at 5385 N. Nob Hill Rd., Sunrise FL 33351 and in Miami-Dade county at GMS, Miami office, 2804 NE 8<sup>th</sup> Street, Suite 202, Homestead, Florida 33033 (collectively, the "District Offices"), which Engineer's Report is incorporated into and specifically made a part of this Resolution (ii) the cost of such projects be assessed against the lands specially benefited by such projects, and (iii) the District issue Bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provisions of said projects, the levying of such special assessments and the sale and issuance of such Bonds serves a proper, essential, and valid public purpose.

(f) In order to provide funds with which to pay the costs of the projects which are to be assessed against the benefited properties pending the collection of such special assessments, it is necessary for the District to sell and issue its special assessment Bonds in one or more series; and

(g) By **Resolution 2026-03** adopted by the Board, the Board determined to provide the projects and the defray the cost thereof by making special assessments on benefited property and expressed an intention to issue the Bonds to provide the funds needed for the projects prior to the collection of such special assessments. **Resolution 2026-03** was adopted in compliance with the requirements of Section 170.03, Florida Statutes, and prior to the time the same was adopted, the requirements of Section 170.04, Florida Statutes; had been complied with; and

(h) As directed by **Resolution 2026-03**, said resolution was published as required by Section 170.05, Florida Statutes, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board; and

- (i) As directed by [Resolution 2026-03](#), a preliminary assessment roll was prepared and filed with the Board as required by Section 170.06, Florida Statutes; and
- (j) As required by Section 170.07, Florida Statutes; upon completion of the preliminary assessment roll, the Board adopted [Resolution 2026-04, as amended by Resolution 2026-06](#) fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to (i) the propriety and advisability of making the [public improvements comprising the projects](#), (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each parcel specially benefited [by such improvements](#) and providing for the mailing publication of notice of such public hearing; and
- (k) Notice of such public hearing has been given by publication and by mail as required by Section 170.07, Florida Statutes, and affidavits as to such publication and mailing are on file in the office of the Secretary of the Board; and
- (l) At the time and place specified in the resolution and notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing and heard and considered all complaints as to the matters described in paragraph (j) above, and based thereon, has made such modifications in the preliminary assessment roll as it deems desirable at this time; and
- (m) Having considered the costs of the projects, revised estimates of financing costs and all complaints and evidence presented at such public hearing, the Board finds and determines:
  - (i) that the estimated costs of the projects are as specified in the Engineer's Report and in the Master Assessment Methodology for Special Assessment Bonds, prepared by Governmental Management Services-South Florida, LLC, dated [November 21, 2025](#), as amended from time to time, and which is attached hereto and made a part hereof as Exhibit "A" ([the "Assessment Report"](#));
  - (ii) it is reasonable, proper, just and right to assess the cost of such projects against the properties specially benefited thereby using the methods determined by the Board which will result in special assessments to be set forth on a final assessment roll to be adopted by the Board at the time when the final project costs, structure and interest rate on the Bonds to be issued by the District are known, it is hereby declared that the projects will constitute a special benefit to all parcels of real property to be listed on said

final assessment roll and that the benefit, in the case of each such parcel, will be in excess of the special assessment thereon; and  
(iii) it is desirable that the special assessments be paid and collected as herein provided

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECTS.**

The projects described in **Resolution 2026-03** and as more specifically described in the Engineer's Report on file at the District Offices are hereby authorized and approved and the proper officers, employees and agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made following the issuance of the Bonds referred to herein.

**SECTION 4. ESTIMATED COST OF PROJECTS.** The total estimated costs of the projects and the costs to be paid by special assessments on all specially benefited property are set forth in the Engineer's Report and the Assessment Report.

**SECTION 5. APPROVAL AND CONFIRMATION OF ASSESSMENT METHODOLOGY.** The Assessment Report sets forth in preliminary assessment roll previously adopted by this Board is hereby approved and confirmed. The special assessment against each respective parcel to be shown on such final assessment roll and interest and penalties thereon, as hereafter provide, shall be and shall remain a legal, valid and binding first lien on such parcel until paid; such lien shall be coequal with the lien of all state, county, district, municipal, or other governmental taxes and superior in dignity to all other liens, titles, and claims.

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When all of the projects have both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Section 170.08 and 170.09, Florida Statutes. The District shall credit to each special assessment for projects the difference between the special assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the projects, as finally determined upon completion thereof, but in no event shall the final amount of any such special assessment exceed the amount of benefits originally assessed hereunder. In making such credits no discount shall be granted or credit given for any part of the payee's proportionate share of any actual bond financing costs, such as capitalized interest, funded reserves or bond discount included in the estimated cost of any such public improvements comprising the projects. Such credits shall be entered in the Improvement Lien Book. Once the final amount of special

assessments for all of the public improvements constituting the project have been determined, the term “special assessment” shall, with respect to each parcel, mean the sum of the costs of the projects.

**SECTION 7. PAYMENT AND PREPAYMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

A. All non-ad valorem special assessments shall be payable in no more than thirty (30) annual installments which shall include interest, calculated in accordance with the Assessment Report. All special assessments collected utilizing the uniform method of collection shall be the amount determined in the first sentence of this paragraph divided by 1 minus the sum of the percentage cost of collection, necessary administrative costs and the maximum allowable discount for the early payment of taxes (currently four percent 4%).

B. The Board hereby elects, under its charter and Section 197.3631, Florida Statutes, to use the method of collecting special assessments authorized by Sections 197.3632 and 197.3635, Florida Statutes. The Board has heretofore timely taken, or will timely take, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, Florida Statutes, and applicable rules adopted pursuant thereto; and, on or prior to the date on which the Bonds are issued, sold and delivered, the District shall enter into a written agreement with the Property Appraiser and Tax Collector of County in compliance therewith. Such non-ad valorem special assessments shall be subject to all the collection provisions of Chapter 197, Florida Statutes.

C. Notwithstanding the foregoing, the Board reserves the right under Section 197.3631, Florida Statutes, to collect its non-ad valorem special assessments pursuant to Chapter 170, Florida Statutes, and to foreclose its non-ad valorem special assessment liens as provided for by law.

D. All special assessments may be prepaid, in whole or in part at any time, by payment of an amount equal to the principal amount of such prepayment plus interest accrued at the interest rate on the Bonds to which such special assessments are pledged to the first interest payment date which is more than forty-five (45) days prior to the date of such prepayment. All special assessments are also subject to prepayment in the amounts and at the times set forth in Chapter 170, Florida Statutes; provided, however, that the owner of land subject to the Special Assessments may elect to waive such statutory right of prepayment.

**SECTION 8. SEVERABILITY.** If any section or part of a section of

this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 9. CONFLICTS.** All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

**SECTION 10. EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

**APPROVED AND ADOPTED THIS 20<sup>th</sup> DAY OF March, 2026.**

**ACACIA GROVE  
COMMUNITY  
DEVELOPMENT DISTRICT**

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Juliana Duque, Assistant Secretary

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Teresa Baluja, Chair  
Board of Supervisors

## Exhibit "A" – Assessment Report

## RESOLUTION 2026-08

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT, ADOPTING THE GENERAL AND PROCEDURAL RULES OF THE DISTRICT; AUTHORIZING AND DIRECTING THE DISTRICT MANAGER TO TAKE CERTAIN ACTIONS CONSISTENT WITH THE ADOPTION OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE

**WHEREAS**, pursuant to Chapters 120 and 190, Florida Statutes, the Acacia Grove Community Development District (the "District") advertised a public hearing for [March 20, 2026](#), in order to hear and receive comments on the proposed General and Procedural Rules for the District;

**WHEREAS**, the intent of this Resolution is to provide for the adoption of the General and Procedural Rules;

**WHEREAS**, it is further the intent of the District Board of Supervisors that the General and Procedural Rules constitute a comprehensive list of any and all procedural rules pertaining to District operations and procedures not otherwise specifically set forth in Chapters 190, Florida Statutes, or elsewhere in the Florida Statutes;

**WHEREAS**, pursuant to Section 190.011, Florida Statutes, the District is authorized to adopt and modify rules and regulations pursuant to the provisions of Chapter 120, Florida Statutes, prescribing the conduct of the business of the District;

**WHEREAS**, the District has complied with the provisions of Chapter 120 Florida Statutes, and has conducted a public hearing to address the proposed General and Procedural Rules of the District, as well as such other related rules and policies of the District, as contemplated herein; and

**WHEREAS**, after a duly advertised public hearing the District Board of Supervisors finds it in the best interests of the District and its residents to adopt the General and Procedural Rules.

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

**Section 1.** The above recitals are true and correct and ' by this reference are hereby incorporated into and made an integral part of this Resolution.

**Section 2.** The General and Procedural Rules attached hereto as Exhibit A are hereby adopted by and shall constitute a compilation of all rules pertaining and applicable to District operations and procedures.

**Section 3.** Any previously adopted General or Procedural Rules in conflict herewith are hereby replaced in favor of the General and Procedural Rules attached as Exhibit A.

**Section 4.** The District Manager is hereby directed to take all actions consistent with this Resolution, including, but not limited to, implementation of the General and Procedural Rules, including such General and Procedural Rules as part of the Official Records of Proceeding of the District, and adding the General and Procedural Rules to the District's website.

**Section 5.** All motions, resolutions or parts of motions or resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**Section 6.** If any clause, section, paragraph, provision, or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional, ineffective, or invalid, in part or as applied, it shall not affect the validity of the remaining clauses, sections, paragraphs, provisions, parts, or applications of the Resolution.

**Section 7.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 20<sup>th</sup> DAY OF March 2026**

**ATTEST:**

**ACACIA GROVE COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Chair/Vice-Chair

**Exhibit A**

**General and Procedural Rules**

ACACIA GROVE  
COMMUNITY DEVELOPMENT DISTRICT

GENERAL AND PROCEDURAL RULES

Adopted on March 20, 2026 (Resolution No.2026-08)

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**ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**  
**GENERAL AND PROCEDURAL RULES**

1.1 General.

(1) The Acacia Grove Community Development District (the "District") was created pursuant to the provisions of Chapter 190, Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the "Rules") is to describe the general operations of the District.

(2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.

(3) Should a Rule conflict with Florida or federal law and the application of the Rule has not been suspended by the District, such Rule shall be interpreted in the manner that best effectuates the intent of the Rule while complying with applicable law.

Specific Authority: 190.011, F.S.

Law Implemented: 190.011, F.S.

1.2 Board of Supervisors; Officers; Meetings and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District (the "Board") shall exercise the powers granted to the District. The Board shall consist of five (5) members. Members of the Board, also referred to herein as Supervisors, appointed by ordinance or elected by landowners of the District must be citizens of the United States of America and residents of the State of Florida, as in Section 190.006, Florida Statutes, as amended. Supervisors elected in a general election or appointed by the Board to elector seats must be residents of the State of Florida and the District, citizens of the United States of America and registered to vote with the Supervisor of Elections of the county in which the District is located.

(2) Term of Office; Vacancies. Supervisors shall hold office pursuant to Section 190.006, Florida Statutes. If, during the term of office of any Supervisor(s), one or more vacancies occur, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the unexpired term(s) of the respective Supervisor(s). If three or more vacancies occur at the same time, a quorum, as defined below, is not necessary to fill the vacancies, and the remaining members of the Board shall appoint Supervisor(s) to obtain a quorum.

(3) Quorum. Three members of the Board physically present shall constitute a quorum for the purposes of conducting its business and exercising its powers and for all other purposes.

(4) Officers. At any Board meeting held after each election where the newly elected Supervisors take office, the Board shall select a chair, vice chair, treasurer, assistant secretary and secretary. Such election may be deferred to subsequent meetings.

(a) The chair must be a member of the Board. If the chair resigns from that office or ceases to be a member of the Board, the Board shall select a chair after filling the board vacancy. The chair serves at the pleasure of the Board. The chair is authorized to sign adopted resolutions and approved agreements for the District. The chair shall convene and conduct all meetings of the Board. In the event the chair is unable to attend a meeting, the vice chair shall convene and conduct the meeting. The vice chair is authorized to sign adopted resolutions and approved agreements for the District approved by the Board at the meeting. In the event that both the chair and the vice chair are absent from a Board meeting and a quorum is present, the Board may delegate one of its members to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting.

(b) The vice chair shall be a member of the Board and shall have such

duties and responsibilities as specifically designated by the Board from time to time. The vice chair has the authority to execute resolutions and agreements on the District's behalf in the absence or unavailability of the chair. If the vice chair resigns from that office or ceases to be a member of the Board, the Board shall select a vice chair, after filling the Board vacancy. The vice chair serves at the pleasure of the Board.

(c) The secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. The District Manager may serve as secretary.

(d) The treasurer need not be a member of the Board but must be a resident of Florida. The treasurer shall perform duties described in Section 190.007(2) and (3), Florida Statutes, as well as those assigned by the Board from time to time. The treasurer shall serve at the pleasure of the Board.

(e) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing resolutions, agreements, or other documents on behalf of the District.

(5) Committees. The Board may establish committees of the Board by formal motion referencing this rule, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, contract negotiations, personnel matters, and budget preparation.

(6) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings of the Acacia Grove Community Development District," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, bonds and corporate acts. The Records of Proceedings shall be located at a District office within the county in which the District is located and shall be available for inspection by the public.

(7) Meetings.

(a) The Board shall establish each fiscal year an annual schedule of regular meetings, which shall include the date, time, and location of each scheduled meeting and submit to the local governing authority and as otherwise required by law. Nothing herein shall prevent the District from holding such other meetings as it deems necessary or from cancelling any regularly scheduled meetings. All meetings of the Board shall be open to the public and governed by the provisions of Chapter 286, Florida Statutes. All meetings shall be held in the county in which the District is located and accessible to the public.

(b) Action taken by the Board shall be upon a majority vote of the Supervisors present, unless otherwise provided in these Rules or required by law. Members of the Board, as well as staff or employees of the District may be present by teleconference or videoconference, provided that such teleconference or videoconference attendance is accomplished by speaker so that all present may hear and respond to the comments of the party attending by teleconference or videoconference. A Supervisor participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present. If the Supervisor is not able to be heard or respond to comments, then the Supervisor shall not be able to participate in the Board meeting. Nothing herein shall require the District to permit members of the public to attend or participate in a Board meeting by telephone or videoconference.

(8) Voting Conflict of Interest. The Board shall comply with Section 112.3143, Florida Statutes, as amended to ensure the proper disclosure of conflicts of interests on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by Chapters 112 and 190, Florida Statutes, as amended from time to time.

(a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes. The Board's secretary shall prepare a memorandum of voting conflict which shall then be signed by the Board member, of the meeting. The memorandum of voting conflict (form 8B) shall be prepared and executed by the Board member and provided to the Board secretary and made a part of the record.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict thereon, the member shall immediately notify the Board's secretary. Within fifteen days (15) days of the notification, the member shall file the appropriate memorandum of voting conflict which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The memorandum shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the written memorandum. The Board member's vote is unaffected by this filing.

Specific Authority: 190.011(5), 190.011(15), 120.525, F.S.

Law Implemented: 190.006(1), 190.006(4), 190.006(5), 190.006(6), 190.006(7), 190.006(9), 190.007, 112.3143, 120.525, 112.3143(4)(b), F.S.

### 1.3 Public Information, Inspection Records, and Policies.

(1) Public Records. All District public records within the meaning of Chapter 119, Florida Statutes, and not otherwise restricted by law, including the "Record of Proceedings of the Acacia Grove Community Development District," may be copied or inspected at the offices of the District Manager during regular business hours. The office of the District Manager shall include a local records office within the county in which the District is located for maintenance of records in accordance with Florida law.

(2) Copies. Copies of public records shall be made available to the requesting person at the maximum charge authorized by Section 119.07, Florida Statutes. If the nature or volume of public records requested to be inspected, examined or copied is such as to require extensive use of information technology resources or extensive clerical or supervisory assistance, a special service charge, which shall be reasonable and based on the actual cost incurred, may be charged in addition to the actual cost of duplication.

(3) Records Retention. The secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law. Any Supervisor that receives a public records request shall immediately forward or communicate such request to the Board secretary for coordination and proper response to said request.

(4) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.

(5) Website. The District shall maintain a separate website providing for the following information:

- (a) Full legal name of the District;
- (b) Public purpose of the District;
- (c) Name, official address, official e-mail address, term of appointment or election of each Supervisor;
- (d) Fiscal year of the District;
- (e) District's establishment ordinance;
- (f) Mailing address, e-mail address, telephone number and website resource locator of the District;
- (g) All taxes, fees, assessments, or charges imposed and collected by the District for each fiscal year and statutory authority therefor;
- (h) Hyperlink to code of ethics;
- (i) District's fiscal year budgets and all amendments as set forth in section 189.016, F.S.;
- (j) Most recently completed audit report or hyperlink to auditor general website for report;

- (k) List of regularly scheduled public meetings;
- (l) Hyperlink to Department of Financial Services' website; and
- (m) Agenda for all meetings and workshops at least 7 days prior to the date of the meeting and remain on the website for one full year.

Specific Authority: 190.011(5), 189.069, 120.053, F.S.

Law Implemented: 190.006(7), 119.07(1)(a), 119.07(1)(b), F.S.

#### 1.4 Meetings and Workshops.

(1) Notice. Except in emergencies, or as otherwise provided in these Rules, at least seven (7) days' public notice shall be given of any meeting or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District or county's official website or other private website designated by the county for the publication of legal notices and advertisements that are accessible via the internet in accordance with Florida law and shall state:

- (a) The date, time, and place of the meeting or workshop;
- (b) A brief description of the nature, subjects and purposes of the meeting or workshop;
- (c) The address where persons may obtain a copy of the agenda and contact name and telephone number and email address for requests;
- (d) That if a person decides to seek review of any official decision made at the Board meeting, a record of the proceedings will be required and the person intending to appeal will need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence necessary for the appeal;
- (e) The information for compliance with Americans with Disabilities Act; and
- (f) The possible continuation of the meeting, hearing or workshop without additional notice to a time, date and location as stated on the record by the Board.

(2) Agenda. The District Manager shall prepare a notice of the meeting or workshop and an agenda. The notice and agenda shall be available to the public in the offices of the District Manager at least seven (7) days before each meeting of the Board, except in those instances when an emergency meeting is convened. The agenda may be changed after it is first made available for distribution, and additional materials may be added for Board consideration for good cause for the District to efficiently conduct business and avoid expenses associated with special meetings.

(3) Minutes. The Secretary shall be responsible for keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting.

(4) Receipt of Notice. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or secretary at the Board's office. Such persons shall furnish a mailing address in writing and may be required to pay the cost of copying and mailing. Persons wishing to receive by e-mail, notices of agendas of meetings may so advise the District Manager in writing and shall furnish the District Manager with an operating e-mail address.

(5) Emergency Meeting. The chair or the vice-chair if the chair is unavailable, may convene an emergency meeting of the Board without first having complied with Subsections (1), (2), and (4), to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the chair shall make reasonable efforts to notify all Board members of an emergency meeting 24 hours in advance. Reasonable efforts may include telephone and e-mail notification. Notice of the emergency meeting shall be provided both before and after the meeting on the District's website. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date, and place of the emergency meeting, the reasons why an emergency meeting was necessary, and a description of the action taken. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(6) Public Comment. The Board shall set aside a reasonable amount of time at each regular meeting for public comment, which time for audience comment shall be identified in the agenda, and members of the public shall be permitted to provide comment on any proposition or matter before the Board. Persons wishing to address the Board may be required to notify the secretary of the Board prior to the "audience comment" section on the agenda. In its discretion, the Board may limit the length of any one speaker in the interest of time or fairness to other speakers. Policies governing public comment may be adopted by resolution of the Board in accordance with Florida law.

(7) Budget Hearing. Notice of hearing adopting the annual budget shall be in accordance with Section 190.008, Florida Statutes, as amended.

(8) Continuances. Any meeting of the Board or any item or matter included on the agenda or coming before the Board at a noticed meeting may be continued without re-notice or re-advertising provided that the continuance is to a specified date, the time and location publicly announced at the Board meeting where the item or matter came before the Board, and the Board states on the record at the original meeting a reasonable need for a continuance.

(9) Board Approval. The District has not adopted Robert's Rules of Order.

For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the chair, may make or second a motion.

(10) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules have been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.

Specific Authority: 190.005, 190.011(5), 190.011(15), 120.525, 120.54(5), F.S.

Law Implemented: 190.006, 190.007(1), 190.008, 120.525, 120.54, 286.0105, 286.011, 286.0114, F.S.

## 1.5 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to the applicable provisions of Chapter 120, Florida Statutes, and these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District.

(2) Notice of Rule Development.

(a) Except when the intended action is the repeal of a rule, the District shall provide notice of the development of proposed rules by publication of a notice of rule development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by Section 1.5(3) of this Rule. The notice of rule development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and a statement of how a person may promptly obtain a copy of any preliminary draft, if available. The notice shall be published at least 29 days prior to the public hearing on the proposed rule.

(b) All rules should be drafted in accordance with Chapter 120, Florida Statutes.

(3) Notice of Proceedings and Proposed Rules.

(a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action; a reference to the specific rulemaking authority pursuant to which the rule is adopted; and a reference to the section or subsection of the Florida Statutes or the Laws of Florida being implemented, interpreted, or made specific. The notice shall include a summary of the District's statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2), Florida Statutes and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes must do so in writing within 21 days after publication of the notice. The notice must state the procedure for requesting a public hearing on the proposed rule unless one is otherwise scheduled, except when the intended action is the repeal of a rule, the notice

shall include a reference both to the date on which and to the place where the notice of rule development that is required by Section 1.5(2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District not less than 28 days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
- (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least 14 days prior to such mailing, have made requests of the district for advance notice of its proceedings.

(4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the District chair must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.

(5) Petitions to Initiate Rulemaking. All petitions for the initiation of rulemaking proceedings pursuant to Section 120.54(7), Florida Statutes, must contain the name, address, and telephone number of the petitioner, specific action requested, specific reason for adoption, amendment, or repeal, the date submitted, and shall specify the text of the proposed rule and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rule or action requested. Petitions to initiate rulemaking shall be filed with the District. The Board shall then act on the petition in accordance with Section 120.54(7), Florida Statutes, except that copies of the petition shall not be sent to the Administrative Procedures Committee.

(6) Rulemaking Materials. After the publication of the notice to initiate rulemaking, the Board shall make available for public inspection and shall provide, upon request and payment of cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
- (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
- (c) A copy of the statement of estimated regulatory costs if required by Section 120.541; and
- (d) The published notice.

(7) Rulemaking Proceedings - No Hearing. When no hearing is requested and the Board chooses not to initiate a hearing on its own, or if the rule relates

exclusively to organization, practice or procedure, the Board may direct the proposed rule to be filed with the District Office no less than twenty-eight (28) days following notice. Such direction may be given by the Board either before initiating the rule-adoption process or after the expiration of the twenty-one (21) days during which affected persons may request a hearing.

(8) Rulemaking Proceedings - Hearing. The District may, or, upon request of any affected person received within 21 days after the date of publication of the notice of intent to adopt, amend, or repeal the rule, pursuant to Section 1.5 (3) of this Rule, provide a public hearing for the presentation of evidence, argument and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay or disruption of the proceedings.

(9) Request for a Public Hearing.

- (a) A request for a public hearing shall be in writing and shall specify how the person requesting the public hearing would be affected by the proposed rule. The request shall be submitted to the District within 21 days after notice of intent to adopt, amend, or repeal the rule is published as required by law, in accordance with the procedure for submitting requests for public hearing stated in the notice of intent to adopt, amend, or repeal the rule.
- (b) If the notice of intent to adopt, amend, or repeal a rule did not notice a public hearing and the District determines to hold a public hearing, the District shall publish notice of a public hearing in a newspaper of general circulation within the District at least 7 days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing.
- (c) Written statements may be submitted by any person within a specified period of time prior to or following the public hearing. All timely submitted written statements shall be considered by the District and made a part of the rulemaking record.

(10) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as practical in a

newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.

(11) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54, Florida Statutes, except any notices required under section 120.54(2)(d), Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located, or as otherwise provided by applicable Florida law.

(12) Variances and Waivers. Variances and waivers from District rules may be granted subject to the provisions and limitations contained in Section 120.542, Florida Statutes.

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

Specific Authority: 190.011(5), 190.011(15), 120.54, 190.035, F.S.

Law Implemented: 190.011, 120.54, 190.035(2), F.S.

## 1.6 Decisions Determining Substantial Interests.

(1) Conduct of Proceedings. A proceeding may be held by the District in response to a written request submitted by a substantially affected person within fourteen (14) days after written notice or published notice of District action or notice of District intent to render a decision. The District notice of action taken or intent to render a decision shall state the time limit for requesting a hearing and shall reference the District's procedural rules. If written request meets the requirements of the Rule, the chair shall designate any member of the Board (including the chair), District Manager, District Counsel, or other person as a hearing officer who shall conduct the hearing (“hearing officer”).

(a) Hearings held under this section shall be de novo in nature. The hearing officer has the authority to:

1. Administer oaths and affirmations;
2. Rule upon offers of proof and receive relevant evidence;
3. Regulate the course of the hearing, including any prehearing matters;
4. Enter orders; and
5. Make or receive offers of settlement, stipulation, and adjustment.

(b) The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action.

(b) The District shall issue a final order within sixty (60) days:

1. After a recommended order is submitted to the Board and mailed to all parties; or
2. After the Board has received the written and oral material it has authorized to be submitted, if there has been no hearing.

(2) Eminent Domain. After determining the need to exercise the power of

eminent domain pursuant to Subsection 190.11(11), Florida Statutes, the District shall follow those procedures prescribed in Chapters 73 and 74, Florida Statutes. Prior to exercising the power of eminent domain, the District shall:

- (a) Adopt a resolution identifying the property to be taken;
- (b) If the property is beyond the boundaries of the District, obtain approval by resolution of the governing body of the county if taking will occur in an unincorporated area, or of the municipality if the taking will occur within the municipality.

Specific Authority: 190.011(5), 190.011(15), 190.035, F.S.  
Law Implemented: 190.011(11), 190.035, F.S.

1.7 Purchasing, Contracts, Construction and Maintenance.

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017, Florida Statutes, the following procedures and rules are outlined for the purchase of professional services, contractual services, and goods, supplies, and materials.
- (2) Public Records. All contracts for services shall contain provisions, as required by Section 119.0701, Florida Statutes, that require the contractor or service provider to comply with public records laws.
- (3) Auditing Services. The services of an independent auditor, as required by Florida law, shall be procured in accordance with the requirements and procedures of Section 218.391, Florida Statutes.

Specific Authority: 119.0701, 190.011(5), 218.391, Fla. Stat.

Law Implemented: 119.0701, 190.033, 218.391, Fla. Stat.

### 1.7.5 Procedure Under Consultants' Competitive Negotiations Act.

In order to comply with the requirements of Section 287.055, Florida Statutes (regarding certain types of professional services), the following procedures are outlined for selection of firms or individuals to provide professional services exceeding the thresholds herein described and in the negotiation of such contracts.

(1) Definitions.

- (a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of Florida, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (b) "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for professional services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended from time to time by the State of Florida Department of Management Services to reflect inflation or other measures.
- (c) A "continuing contract" is a contract for professional services (of a type described above), entered into in accordance with this Rule, between the District and a firm or individual whereby the firm or individual provides professional services for the District for work of a specified nature with no time limitation, except that the contract shall provide a termination clause.
- (d) "Emergency purchase" is a purchase necessitated by a sudden unexpected turn of events (e.g., acts of God, riot, fires, floods, hurricanes, accidents or any circumstances or cause beyond the control of the Board in the normal conduct of its business) where the Board decides the delay incident to competitive bidding would be detrimental to the interests of the District. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

(2) Qualifying Procedures. In order to be eligible to provide professional services under this Rule 1.7.5, a consultant must, at the time of receipt of the submittal for qualification:

- (a) Hold the required applicable state professional license in good standing.
- (b) Hold all required applicable federal licenses in good standing, if any.
- (c) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the consultant is a corporation.
- (d) Meet any prequalification requirements set forth in the Project or Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District, or anytime requested by the District.

(3) Public Announcement. Prior to a public announcement that professional services are required for a Project, the Board shall identify the Project as meeting the threshold requirement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when professional services are required for a Project or continuing contract by publishing a notice providing a general description of the Project or the nature of the continuing contract and the method for interested consultants to apply for consideration. The notice shall appear in at least one newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least 14 days for the submission of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. Consultants shall provide their name and address to the District Manager for inclusion on the list to receive notices by mail. The District Manager shall make reasonable efforts to provide copies of any notices to such consultants, but failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any valid procurement process. The Board has the right to reject any and all qualification submittals, and such reservation shall be included in the public announcement. Consultants who are not receiving a contract award shall not be entitled to recover any costs of qualification preparation or submittal from the District.

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described above regarding qualifications and

performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by firms regarding their qualifications, and/or public presentation, select and list the firms, in order of preference, deemed to be the most highly capable and qualified to perform the required professional services, after considering these and other appropriate criteria:

1. The ability and adequacy of the professional personnel employed by the consultant;
2. Past performance for the District and in other professional employment settings;
3. Willingness to meet time and budget requirements;
4. Geographic location of the firm's headquarters or office in relation to the Project;
5. Recent, current and projected workloads of the consultant;
6. Volume of work previously awarded to the consultant by the District; and
7. Whether the consultant is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act.

(b) Nothing in these rules shall prevent the District from evaluating and eventually selecting a consultant if less than three responses, including responses indicating a desire not to submit a formal response on a given project, are received.

(c) If the selection process is administered by any person other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

(5) Competitive Negotiation.

(a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required professional services

at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.

- (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting." In addition, any professional service contract under which such a certificate is required shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
- (c) Should the District within twenty-one (21) days be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive and reasonable, then unless modified by the Board, negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached within twenty-one (21) days (unless modified by the Board to the contrary) those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
- (d) Should the District be unable to negotiate a satisfactory agreement with any of the selected firms within twenty-one (21) days (unless modified by the Board to the contrary) additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached, or the list of firms is exhausted.
- (e) Once an agreement with a firm or individual is reached, notice of the award, including the rejection of some or all responses, shall be provided in writing to all responding consultants by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a consultant and the District.

(7) Emergency Purchase. The District may make an emergency purchase without complying with these Rules. The fact that an emergency purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.011(3), 287.055, 190.033, F.S.

## 1.8 Procedure for Contractual Services.

(1) Scope. Contractual Services, as defined herein, are not subject to competitive solicitation process pursuant to Section 190.033, Florida Statutes. The District may proceed with a competitive solicitation process for Contractual Services at the Board's discretion. If a proposed agreement will be predominantly for Contractual Services, but also includes purchase of goods, supplies and materials or maintenance services as an incidental part of the Contractual Services, it is not subject to competitive solicitation process, but the District may proceed with competitive solicitation process for Contractual Services at the Board's discretion. If state or federal law prescribes with whom the District must contract, or establishes the rate of payment, then these Rules shall not apply.

### (2) Definitions.

- (a) "Contractual Services" means the rendering by a consultant of time and effort rather than furnishing specific goods or commodities. Contractual Services do not include legal (including attorneys, paralegals, court reporters and expert witnesses including appraisers), mediator, artistic, auditing, health, or academic program services or professional services (as defined in these Rules) and shall generally be considered those services as referenced in Section 287.012, Florida Statutes, as contractual services. Contractual Services do not include the extension of an existing contract for services if such extension is provided for in the contract terms.
- (b) "Invitation to Bid" is a written or electronically posted solicitation for competitive sealed bids with the title, date and hour of the public bid opening designated specifically. All invitations to bid shall include a detailed description of the Contractual Services sought, applicable terms and conditions, evaluation criteria, including but not limited to price, renewal terms of a contract and provide for a signature of an authorized representative of the bidder.
- (c) "Request for Proposal" is a written or electronically posted solicitation for sealed proposals with the title, date and hour of the public opening designated and requiring the signature of an authorized representative. All requests for proposal shall include a statement for the Contractual Services sought, the applicable terms and conditions, and evaluation criteria, including but not limited to price, renewal terms of a contract, specifically the price for each year for which contract may be renewed and consideration of prior relevant experience of the contractor. It may provide general

information, applicable laws and rules, statement of work, functional or general specifications, proposal instructions, work detail analysis and evaluation criteria, as necessary.

- (d) "Responsive bid/proposal" means a bid or proposal which conforms in all material respects to Invitation to Bid or Request for Proposal and these rules, and whose cost components are appropriately balanced. A bid/proposal is not responsive if the person or firm submitting the bid fails to meet any requirement relating to the qualifications, financial stability, or licensing of the bidder, state or federal law or any other requirement set forth in the Invitation to Bid or Request for Proposal. The District shall not request documentation of or consider a contractor's social, political, or ideological interests in determining if a contractor is a responsible contractor.
  
- (e) "Lowest responsible bid/proposal" means, in the sole discretion of the Board, the bid, in response to the Invitation to Bid or Request for Proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) is responsive to the Invitation to Bid/Request for Proposal as determined by the Board, and (iii) is the lowest cost to the District. Minor variations in the bid/proposal may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids/proposals may not be modified or supplemented after opening; provided, however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplements, and as otherwise permitted by Florida law. The District may not give preference to a contractor based on the contractor's social, political, or ideological interests.
  
- (f) "Proposal Most Advantageous to the District" means, in the sole discretion of the Board, the proposal, in response to Request for Proposal (i) submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements who has the integrity and reliability to assure good faith performance, (ii) that is the most responsive to the Request for Proposal as determined by the Board, and (iii) is for a cost to the District deemed reasonable by the Board. Minor variations in the proposal may be waived by the

Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Proposals may not be modified or supplemented after opening; provided, however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplements, and as otherwise permitted by Florida law. To assure full understanding of the responsiveness to the solicitation requirements, discussions may be conducted with qualified proposers. The proposers shall be accorded fair and equal treatment prior to the submittal date with respect to any opportunity for discussion of proposals. The District may not give preference to a contractor based on the contractor's social, political, or ideological interests.

(3) Procedure. When a purchase of Contractual Services is within the scope of this Rule, the following procedures apply:

- (a) The Board shall cause to be prepared a notice of Invitation to Bid or Request for Proposal, as appropriate.
- (b) Notice of Invitation to Bid or Request for Proposal shall be advertised at least once in a newspaper of general circulation in the District. The notice shall allow at least seven (7) days for submittal of bids or proposals unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of Invitation to Bid or Request for Proposal. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- (d) Bids and proposals shall be publicly opened at the time and place noted on the Invitation to Bid and Request for Proposal. Bids and proposals shall be evaluated in accordance with the respective Invitation to Bid or Request for Proposal and these Rules. If no response to an Invitation to Bid or Request for Proposal is received, the District may take whatever steps are reasonably necessary to proceed with the procurement of Contractual Services.

- (e) The Board has the right to reject any or all bids or proposals if: the bids or proposals exceed the amount of funds available to or allocated by the District for this purchase, there are not enough bids or proposals to be competitive or in the best interest of the District. The right to reject all bids and proposals reservation shall be included in all solicitations and advertisements. Bidders and proposers not receiving a contract award shall not be entitled to recover any costs of bid or proposal preparation or submittal from the District.
- (f) The Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. The Board may require bidders to furnish performance, bid and/or other bonds with a responsible surety to be approved by the Board.

(4) Notice. Notice of award or intent to award a contract, including the rejection of some or all bids or proposals, shall be provided in writing to all bidders and proposers by United States Mail, by hand delivery, or by overnight delivery service, and by posting same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

(5) Contract Renewal. Renewal of a contract for Contractual Services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract, unless otherwise provided in the initial contract. Contracts shall not be renewed for more than three (3) years or the term of the original contract, whichever is longer, unless competitively procured. Renewals may be contingent upon satisfactory performance evaluations by the District and the availability of funds. Renewal of a contract must be in writing and subject to the same terms and conditions set forth in the initial contract and any written amendments.

(6) Continuing Contract. Nothing in this Rule shall prohibit a continuing contract between a firm or an individual and the District.

(7) Piggybacking. Pursuant to Section 189.053, Florida Statutes, the District may purchase commodities and contractual services, other than services the acquisition of which is governed by Section 287.055, Florida Statutes, as amended, from the purchasing agreements of other special districts, municipalities or counties which have procured pursuant to competitive bid, requests for proposals, requests for qualifications, competitive selection, or competitive negotiations and which are otherwise in compliance with general law if the purchasing agreement of the other

special district, municipality, or county was procured by a process that would have met the procurements requirements of the purchasing District.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.011(3), 190.033, 287.055, 189.053, F.S.

1.9 Purchase of Goods, Supplies or Materials.

(1) Scope. All purchases of goods, supplies or materials shall be purchased in accordance with the provisions of Chapter 287, Florida Statutes (as amended), and under the terms of these Rules. Where the Statute may conflict with this Rule, the Statute shall prevail. Contracts for purchases of "goods, supplies and materials" do not include printing, insurance, advertising or legal notices.

(2) Procedure. When a purchase of goods, supplies or materials is within the scope of this Rule, the procedures provided in Rule 1.8(3)(a)-(e) and (4) apply and the following provision: the Lowest and Responsible Bid/Proposal or the most advantageous to the District, as appropriate, shall be accepted. If the Lowest responsive bid/proposal is submitted by a responsive and responsible bidder/proposer whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest responsive and responsive bidder/proposer whose principal place of business is in the State of Florida shall be awarded a preference of 5%. The Board may require bidders to furnish performance, bid and/or other bonds with a responsible surety to be approved by the Board.

(3) Piggybacking. Rule 1.8(7) shall apply to this Rule.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 189.053, 190.033, 287.017, 287.084, F.S.

## 1.10 Contracts for Construction of Authorized Project.

(1) Scope. All contracts for the construction or improvement of any building, structure or other public construction works authorized by Chapter 190, Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20, Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and comply with the bidding procedures of Section 255.20, Florida Statutes, as the same may be amended from time to time. In the event of conflict between these Rules and Section 255.20, Florida Statutes, the latter shall control. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Bidding Thresholds. The District, when seeking to construct or improve a public building, structure, or other public construction works must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$300,000. For electrical work, the District must competitively award to an appropriately licensed contractor each project that is estimated in accordance with generally accepted cost-accounting principles to cost more than \$75,000. As used in this section, the term, “competitively award” means to award contracts based on the submission of sealed bids, proposals submitted in response to a request for proposal, proposals submitted in response to a request for qualifications, or proposals submitted for competitive negotiation. This subsection expressly allows contracts for construction management services, design/build contracts, continuation contracts based on unit prices, and any other contract arrangement with a private sector contractor permitted by any applicable municipal or county ordinance, by district resolution, or by state law. For purposes of this section, cost includes the cost of all labor, except inmate labor, and the cost of equipment and materials, insurance costs, and the cost of direct materials to be used in the construction of the project, and other direct costs, plus a factor of 20% for management, overhead, and other indirect costs. The provisions of Section 255.20(1)(b) and (1)(c), Florida Statutes, as amended, pertaining to pre-qualification of contractors are applicable to the District. The provisions of this Rule, subsection (2) herein do not apply to those enumerated circumstances set forth in Section 255.20(1)(c), Florida Statutes, as amended. The threshold amounts set forth herein shall be adjusted by the percentage change in the Engineering News-Record’s Building Cost Index from January 1, 2009, to January 1 of the year in which the project is scheduled to begin.

### (3) Procedure.

- (a) The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than the thresholds provided in this Rule, subsection (2) above shall be

publicly advertised at least once in a newspaper of general circulation in the county in which the District is located at least 21 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. The solicitation of competitive bids or proposals for any District construction project that is projected to cost more than \$500,000 shall be publicly advertised in a newspaper of general circulation in the county where the District is located at least 30 days prior to the established bid opening and at least 5 days prior to any scheduled pre-bid conference. Bids or proposals shall be received and opened at the location, date, and time established in the bid or proposal advertisement. In cases of emergency, the procedures required in this Rule, subsection (3)(a) may be altered by the District Board of Supervisors in any manner that is reasonable under the emergency circumstances. If the location, date, or time of the bid opening changes, written notice of the change must be given by the District, as soon as practicable after the change is made, to all persons who are registered to receive any addenda to the plans and specifications. As used in this subsection, the term "emergency" means an unexpected turn of events that causes: (i) an immediate danger to the public health or safety; or (ii) an immediate danger of loss of public or private property; or (iii) an interruption in the delivery of an essential government service.

- (b) The District may maintain a list of persons interested in receiving notices of Invitation to Bid or Request for Proposal. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- (c) In order to be eligible to submit a bid or proposal, a firm or individual must, at the time of receipt of the bids or proposals:
  - (1) Hold the required applicable state professional license in good standing;
  - (2) Hold all required applicable federal licenses in good standing, if any;
  - (3) Hold a current and active Florida corporate charter or be authorized to do business in Florida in accordance with Chapter

607, Florida Statutes, if the bidder is a corporation; and

- (4) Meet any special prequalification requirements set forth in the Invitation to Bid or Request for Proposal.

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

- (d) Bids or proposals shall be opened at the time, date and place noted on the Invitation to Bid or Request for Proposal and announcement of the name of each bidder and price submitted in the bid in accordance with section 255.0518, Florida Statutes. Bids and proposals shall be evaluated in accordance with the Invitation to Bid or Request for Proposals and these Rules.
- (e) To assist in the determination of the lowest responsive and responsible bidder, the District Representative may invite public presentation by firms regarding their qualifications, approach to the project, and ability to perform the contract in all respects.
- (f) In determining the lowest responsive and responsible bidder, the District Representative may consider, in addition to factors described in the Invitation to Bid or Request for Proposal, the following:
  1. The ability and adequacy of the professional personnel.
  2. Past performance for the District and in other professional employment settings.
  3. Willingness to meet time and budget requirements.
  4. Geographic location of the firm headquarters or office in relation to the project.
  5. Recent, current and projected workloads of the bidder.
  6. Volume of work previously awarded to the bidder.
  7. Whether the cost components of the bid response are appropriately balanced.
- (g) The Lowest Responsive and Responsible Bid/Proposal shall be

accepted; however, the Board shall have the right to reject all bids, either because they are too high or because the Board determines it is in the best interests of the District. The Board may require bidders to furnish performance and/or other bonds with a responsible surety to be approved by the Board. If the Board receives fewer than three responses to an Invitation to Bid or Request for Proposal, the Board, may, in its discretion, re-advertise for additional bids without rejecting any submitted bid. In the event the bids exceed the amount of funds available to or allocated by the District for this purchase, the bids may be rejected. Bidders not receiving a contract award shall not be entitled to recover any costs of bid preparation or submittal from the District.

(h) Notice of the award or intent to award, including rejection of some or all bids or proposals, shall be provided in writing to all bidders/proposers by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

Specific Authority: 190.011(5), 190.011(15), 255.20, F.S.

Law Implemented: 190.033, 255.20, 255.0525, F.S.

1.11 Contracts for Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be let under the terms of these Rules if the cost exceeds the amount provided in Sections 287.017(4), Florida Statutes, for CATEGORY FOUR, as such category may be indexed or amended from time to time by the State of Florida. The maintenance of these facilities or projects may involve the purchase of contractual services and/or goods, supplies or materials as defined in herein. Where a contract for maintenance of such a facility or project includes goods, supplies or materials and/or contractual services, the District may, in its sole discretion, award the contract according to the Rules in this subsection in lieu of separately bidding for maintenance, goods, supplies or materials, and contractual services. However, a project shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure and Notice. The procedures and Notice requirements provided in Rule 1.8(3) and (4) apply.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.033, F.S.

## 1.12 Purchase of Insurance.

(1) Scope. The purchase of life, health, accident, hospitalization, legal expense or annuity insurance, or all or any kind of such insurance for the officers and employees of the District, and for health, accident, hospitalization and legal expense insurance for the dependents of such officers and employees upon a group insurance plan by the District, shall be governed by these Rules. Nothing in this Rules shall require the District to purchase insurance.

(2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:

- (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
- (b) Notice of Invitation to Bid shall be advertised at least once in a newspaper of general circulation in the County and in the District. The notice shall allow at least seven (7) days for submittal of bids, unless the Board, for good cause, determines a shorter period of time is appropriate.
- (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. Persons who provide their name and address, including e-mail address, to the District Manager for inclusion on the list shall receive notices by mail or e-mail. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
- (d) Bids shall be opened at the time and place noted on the Invitation to Bid.
- (e) If only one response to an Invitation to Bid is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
- (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
- (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies which have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and

requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, past performance for the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees and/or dependents.

- (h) Notice of the award or intent to award, including rejection of some or all bids, shall be provided in writing to all bidders by United States Mail, by hand delivery, or by overnight delivery service, and by posting the same in the District office for seven (7) days. The notice shall include a statement to the effect that failure to file a protest in accordance with the Rules within the time prescribed shall constitute a waiver of proceedings under the Rules.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 112.08, F.S.

### 1.13 Bid Protests Under Consultants' Competitive Negotiations Act.

Notwithstanding any other provision in these Rules, the resolution of any protests regarding the decision to solicit or award a contract for a bid or proposal under Rule 1.7.5, shall be in accordance with this section.

(1) Filing of Protest.

- (a) As to protest regarding qualifications or other requirements contained in a Request for Qualifications issued by the District, a notice of protest shall be filed in writing within seventy-two (72) hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications (hereinafter "Notice of Protest"). The Notice of Protest shall sufficiently identify the solicitation for the Request for Qualifications. A formal written protest shall be filed with the District within seven (7) days (excluding Saturdays, Sundays, and state holidays) after the date of filing of the notice of protest setting forth with particularity the facts and law upon which the protest is based (hereinafter "Formal Protest").
- (b) With respect to a protest of the specifications contained in an Invitation to Bid or in a Request for Proposals, the Notice of Protest shall be filed in writing within seventy-two (72) hours after the notice of the project plans and specifications (or intended project plans and specifications) are available by the District for distribution to any potential bidder or proposer in an Invitation to Bid or Request for Proposals. Formal Protest shall be filed within seven (7) days after the date the of notice of protest is filed setting forth with particularity the facts and law upon which the protest is based.
- (c) Failure to file a Notice of Protest shall constitute a waiver of all rights to protest in the District proceeding with the procurement process and awarding a contract. Failure to file a Formal Protest shall constitute an abandonment and automatic termination of the protest proceedings.

(2) Award Process. Upon receipt of a Notice of Protest which has been timely filed, the District shall stop the bid/proposal/qualification solicitation process (or the contract and award process) until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances which require the continuance of the process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare, or where delay will jeopardize funding for the project, the award process may continue.

(3) Mutual Agreement. The District, on its own initiative or upon the request of a protester, shall provide an opportunity to resolve the protest by mutual agreement between the parties. Either the District or the protester may request a meeting to resolve the protest by mutual agreement by providing written notice of this request. The District will endeavor to schedule such a meeting within (7) days (excluding Saturdays, Sundays and state holidays) upon receipt of an aforementioned written request.

(4) Proceedings. If the subject of a protest is not resolved by mutual agreement, a proceeding shall be conducted in accordance with the procedural guidelines set forth in Rule 1.6(1).

Specific Authority: 120.57(3), 190.011(5), F.S.

Law Implemented: 120.57(3), 190.033, F.S.

#### 1.14 Bid Protests Relating To Any Other Award.

The resolution of any protests with respect to proceedings under Rules 1.8, 1.9, 1.10, 1.11 and 1.12 shall be in accordance with this section 1.14.

##### (1) Filing of Protest.

(a) Any firm or person who is affected adversely by a District decision to award a contract shall file with the District a written notice of protest within seventy-two (72) hours (excluding Saturdays, Sundays and state holidays) after receipt of the notice of the District's decision (hereinafter "Notice of Protest"). A formal written protest shall be filed by the protestor within seven (7) calendar days after timely filing the Notice of Protest, setting forth with particularity the facts and law upon which the protest is based (hereinafter "Formal Protest"). For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to timely file a Notice of Protest or failure to timely file a Formal Protest shall constitute a waiver of any right to object to or protest the District's decision or contract award.

(b) With respect to a protest regarding the Invitation to Bid/Request for Proposal documents, including specifications or other requirements contained therein, the Notice of Protest shall be filed in writing within seventy-two (72) hours after the availability of the of the proposed project plans and specifications or other contract documents to any potential bidder/proposer as set forth in the advertisement/solicitation. A Formal Protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the Notice of Protest was filed. Failure to timely file a Notice of Protest or failure to timely file a Formal Protest shall constitute a waiver of any right to object to or protest with respect to the aforesaid plans, specifications or contract documents.

(2) Award Process. Upon receipt of a timely filed Notice of Protest, the District shall abate the contract award process until the protest is resolved by final Board action. However, if the District determines particular facts and circumstances require the continuance of the contract award process without delay in order to avoid immediate and serious danger to the public health, safety, or welfare, or will jeopardize funding for the project, the contract award process may continue. In such circumstances, the contract awarded shall be conditioned on the outcome of the protest.

(3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall

be at a time and place determined by the Board. Notice of such proceeding shall be posted in the office of the District not less than three (3) calendar days prior to such informal proceeding, with copy being mailed to the protestor and any substantially affected person or parties. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.

(4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided above, the District shall schedule a formal hearing to resolve the protest in accordance with the procedural guidelines set forth in Rule 1.6(1).

(5) Intervenors. Substantially affected persons other than the protestor may join the proceedings as intervenors and/or at the discretion of the District, the District may combine more than one protest for informal or formal proceedings, as long as such combination is conducted or combined proceeding on appropriate terms which shall not unduly delay the protest proceedings.

(6) Rejection by District. If the Board determines that there was a violation of law, defect, or an irregularity in the competitive solicitation process, the bids, proposal, and/or responses are too high, or if the board determines it is otherwise in the District's best interest, the Board may reject all bids, proposals and responses and start the competitive solicitation process anew. If the Board decides to reject all bids, proposals, replies and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.

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

Specific Authority: 190.011(5), 190.011(15), F.S.  
Law Implemented: 190.033, F.S.

1.15 Design-Build Contract Competitive Proposal Selection Process.

- (1) Scope. The District may utilize design-build contracts for any public construction project for which the Board determines that use of such contracts is in the best interest of the District. When letting a design/build contract, the District shall use the following procedure:
  - (a) The District shall utilize a design criteria professional meeting pursuant to the requirements of Section 287.055(2)(k) when developing a design criteria package (“Design Criteria Package”), evaluating the responses or bids submitted by design-build firms, and determining compliance of the project construction with the Design Criteria Package. The design criteria professional may be an employee of the District, may be the District Engineer selected by the District, pursuant to Section 287.055, Florida Statutes, or may be retained using Rule 1.7.5, Procedure Under Consultant’s Competitive Negotiations Act.
  - (b) A Design Criteria Package for the construction project shall be developed and sealed by the design criteria professional. The package shall include concise, performance-oriented drawings or specifications of the project, and shall include sufficient information to put interested firms on notice of substantially all of the requirements of the project. If the project utilizes existing plans, the design criteria professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any. All Design Criteria Packages shall require firms to submit information regarding the qualifications, availability and past work of the firms, including the partners and members thereof.
  - (c) The Board, in consultation with the design criteria professional, shall establish the standards and procedures for the evaluation of design-build proposals based on price, technical, and design aspects of the project, weighted for the project.
  - (d) After the Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited, pursuant to the design criteria by the following procedure:
    1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least thirty (30)

days for submittal of proposals, unless the Board, for good cause, determines a shorter period of time is appropriate, unless required by law.

2. The District may maintain lists of firm's qualifications information, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small Business and Minority Assistance Act of 1985, and other factors, on design-build firms interested in receiving notices of Request for Proposals. Such firms shall provide their name and address, including e-mail address, to the District Manager for inclusion on the list and shall receive a copy of the request for proposals by mail or e-mail. However, failure of a firm to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal a firm must, at the time of receipt of the proposals:
  - (a) Hold the required applicable state professional license in good standing, as defined by Section 287.055(2)(h), Florida Statutes;
  - (b) Hold all required applicable federal licenses in good standing, if any;
  - (c) Hold a current and active Florida Corporate Charter or be authorized to do business in Florida in accordance with Chapter 607, Florida Statutes, if the bidder is a corporation; and
  - (d) Meet any special prequalification requirements set forth in the Design Criteria Package.

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

- (e) The Board may either choose to award the design-build contract pursuant to section 287.055(9), Florida Statutes, or pursuant to Rule 1.7.5

qualifications process for consultants, as long as a guaranteed maximum price and guaranteed completed date are established subsequent to competitive negotiations.

(f) The Board shall select no fewer than three (3) design-build firms as the most qualified, based on the information submitted in the response to the request for proposals, and in consultation with the design criteria professional, shall evaluate their proposals based on the evaluation standards and procedures established prior to the solicitation of requests for proposal.

(g) The Board shall have the right to reject all proposals if the proposals are too high, or rejection is determined to be in the best interest of the District. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

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

(i) After the Board contracts with a firm, the firm shall bring to the Board for approval detailed working drawings of the project.

(j) The design criteria professional shall evaluate the compliance of the project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(2) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified design-build firm available at the time. The fact that an

emergency purchase has occurred shall be noted in the minutes of the next Board meeting.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 190.033, 255.20, 287.055, 255.0525, F.S.

1.16 Payment and Performance Bonds.

- (1) Scope. This Rule shall apply to contracts for the construction of a public building, for the prosecution and completion of a public work, or for repairs upon a public building or public work and shall be construed in addition to terms prescribed by any other Rule that may also apply to such contracts.
- (2) Bond. Upon entering into a contract for any of the services described in this Rule 1.16(1) in excess of \$200,000, the Board shall require that the contractor, before commencing the work under the contract, execute and record in the public records of the county a payment and performance bond in an amount equal to the contract price with a surety insurer authorized to do business in the state. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided the District a certified copy of the recorded bond.
- (3) Discretionary Bond. At the discretion of the Board, upon entering a contract for any of the services described in this Rule 1.16(1) for an amount not exceeding \$200,000, the contractor may be exempted from executing a payment and performance bond.

Specific Authority: 190.011(5), 190.011(15), F.S.

Law Implemented: 255.05, F.S.

2.0 Effective Date.

These Rules shall be effective January 16, 2026, except that no election of officers required by these Rules shall be required until after the next regular election for the Board of Supervisors.

## RESOLUTION 2026-09

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING AND ENFORCING NON AD VALOREM ASSESSMENTS WHICH HEREINAFTER MAY BE LEVIED BY THE DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF SECTION 197.3632, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE:**

**WHEREAS**, the Acacia Grove Community Development District was established pursuant to the provisions of Chapter 190 Florida Statutes which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the Board to levy special assessments pursuant to Chapter 170 Florida Statutes for the acquisition, construction or reconstruction of assessable improvements authorized by Chapter 190 Florida Statutes; and

**WHEREAS**, the above referenced assessments are not considered to be ad valorem in nature and therefore, are subject to the provisions of Section 197.3632 Florida Statutes in which State of Florida through its legislature has provided a uniform method for the levying, collecting and enforcing such non ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632 Florida Statutes the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within **Miami-Dade County** for four consecutive weeks preceding said hearing;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**

1. The Acacia Grove Community Development District upon conducting its public hearing as required by Section 197.3632 Florida Statutes hereby expresses its intent to use the uniform method of collecting its benefit and maintenance assessments or such other assessments imposed by the District as provided in Chapter 170 and 190 Florida Statutes each of which are non ad valorem assessments which may be levied annually by the District pursuant to the provisions of Chapter 190 Florida Statutes for the purpose of paying principal and interest on its bonded indebtedness and the cost of operating and maintaining its assessable improvements within the boundaries of the District as described in the attached legal description which is made a part of the Resolution as Exhibit "A". Said assessments and the District's use of the uniform method of collecting its non ad valorem assessment(s) may continue for more than one year.

2. This Resolution shall become effective upon its passage and the District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Miami-Dade County and the Department of Revenue of the State of Florida with a copy of this Resolution on or before **January 10, 2027**.

**PASSED AND ADOPTED THIS 20<sup>TH</sup> DAY OF  
MARCH 2026**

---

Chairman/ Vice Chairman

---

Secretary / Assistant Secretary

Exhibit A

(location map)

**ACACIA GROVE CDD  
LEGAL DESCRIPTION  
TO ACCOMPANY SKETCH**

LEGAL DESCRIPTION

THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 35 FEET AND THE WEST 35 FEET OF SAID TRACT; SAID LAND LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

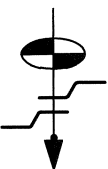
COMMENCE AT THE NORTHWEST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA; ALSO BEING THE WEST ONE QUARTER (1/4) CORNER OF SAID SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST, MIAMI-DADE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 89°18'22" EAST FOR A DISTANCE OF 1333.19 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23; THE NEXT TWO DESCRIBED COURSES BEING ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23; THENCE SOUTH 00°23'22" EAST FOR 35.00 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE CONTINUE SOUTH 00°23'22" EAST FOR 1298.92 FEET TO THE SOUTH EAST CORNER OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 23; THENCE RUN ALONG THE SOUTH LINE OF THE NORTHWEST ONE QUARTER (1/4) OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 23, SOUTH 89°30'47" WEST FOR A DISTANCE OF 1293.65 FEET; THENCE RUN ALONG A LINE PARALLEL WITH AND 35.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 00°35'04" WEST FOR A DISTANCE OF 1294.24 FEET TO A POINT; THENCE RUN ALONG A LINE PARALLEL WITH AND 35.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTHWEST ONE QUARTER (1/4) OF SAID SECTION 23, NORTH 89°18'22" EAST FOR A DISTANCE 1298.07 FEET TO THE POINT OF BEGINNING.

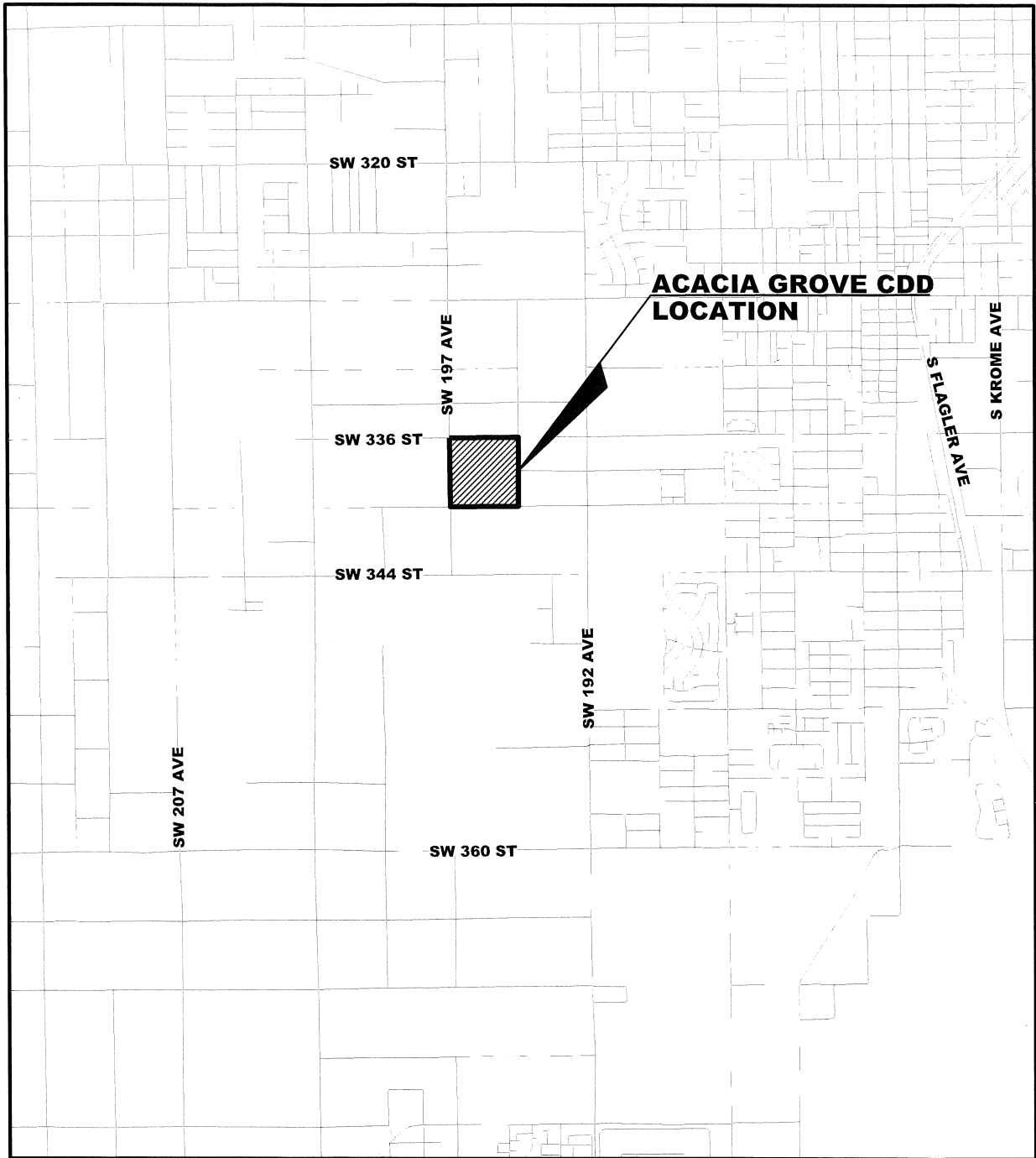
NOTES:

- 1) THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°35'04"W ALONG THE WEST LINE OF THE S.W. 1/4 OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST.
- 2) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE SIGNATURE AND EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 3) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
- 4) AREA OF THE PROPERTY DESCRIBED HEREON IS:  
AREA = 1,680,179± SQ. FT. (38.572± ACRES).
- 5) ORDERED BY: LENNAR

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SHEET 3 OF 3 SHEETS

	<p style="text-align: center;"><b>Schwelbke-Shiskin &amp; Associates, Inc.</b>                  LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025                  PHONE No.(954)435-7010</p> <p>ORDER NO. <u>218137</u>                  DATE: <u>MAY 2, 2024</u></p> <p>THIS IS NOT A "BOUNDARY SURVEY"                  CERTIFICATE OF AUTHORIZATION No. LB-87</p>	REVISIONS <table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> <tr><td style="height: 20px;"> </td></tr> </table>							
PREPARED UNDER MY SUPERVISION: STATE OF <p style="text-align: center;"><i>Mark Steven Johnson</i></p> MARK STEVEN JOHNSON, PRINCIPAL FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775									



**ALVAREZ ENGINEERS, INC.**

**ACACIA GROVE CDD  
LOCATION MAP**

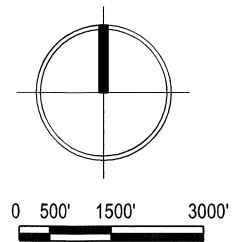


EXHIBIT 1

**RESOLUTION 2026-10**

**A RESOLUTION OF THE ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT APPROVING THE DISTRICT'S PROPOSED BUDGET FOR FISCAL YEAR 2027 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW**

**WHEREAS**, the District Manager has prepared the proposed budget for the Fiscal Year 2027; and

**WHEREAS**, the Board of Supervisors approves the proposed budget for purpose of submitting said budget to the local governing authorities not less than 60 days prior to the public hearing date in accordance with Chapter 190.008(b), Florida Statutes: and

**WHEREAS**, the Board of Supervisors desires to set the public hearing date;

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

1. The proposed budget for Fiscal Year 2027 is hereby approved for the purpose of conducting a public hearing to adopt said budget.
2. A public hearing on said approved budget is hereby declared and set for the following date, hour and place:

Date: \_\_\_\_\_  
Hour: \_\_\_\_\_  
Place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notice of public hearing shall be published in accordance with Florida Law.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Chairman/Vice Chairman

\_\_\_\_\_  
Secretary/Assistant Secretary

***Acacia Grove/Reto West Annexation***  
***Community Development District***

***Proposed Budget***  
***FY 2027***



# Table of Contents

1 General Fund

2-3 Narratives

4 Assessment Schedule

**Acacia Grove/Reto West Annexation**  
**Community Development District**  
**Proposed Budget**  
**General Fund**

Description	Adopted Budget FY2026	Proposed Budget FY2027
<b>REVENUES:</b>		
Developer Contributions/Maintenance Assessments	\$ 167,650	\$ 167,650
<b>TOTAL REVENUES</b>	<b>\$ 167,650</b>	<b>\$ 167,650</b>
<b>EXPENDITURES:</b>		
<b>Administrative</b>		
Engineering	\$ 5,000	\$ 5,000
Attorney	10,000	10,000
Annual Audit	4,000	6,000
Assessment Administration	-	2,000
Arbitrage Rebate	-	550 <sup>(1)</sup>
Dissemination Agent	-	1,200 <sup>(1)</sup>
Trustee Fees	-	5,000 <sup>(1)</sup>
Management Fees	35,000	35,000
Website Maintenance	1,000	1,000
Postage & Delivery	250	250
Insurance General Liability	5,500	5,500
Printing & Binding	250	250
Legal Advertising	12,000	5,000
Other Current Charges	600	600
Office Supplies	50	50
Dues, Licenses & Subscriptions	175	175
Contingency	50	250
<b>TOTAL ADMINISTRATIVE</b>	<b>\$ 73,875</b>	<b>\$ 77,825</b>
<b>Field Expenditures</b>		
Drainage System	\$ 12,000	\$ 12,000
Landscape Maintenance	18,000	18,000
Street Lights	10,000	10,000
Repairs & Maintenance	5,000	5,000
Monuments & Walls	5,000	5,000
Contingencies	43,775	39,825
<b>TOTAL FIELD EXPENDITURES</b>	<b>\$ 93,775</b>	<b>\$ 89,825</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 167,650</b>	<b>\$ 167,650</b>
<b>EXCESS REVENUES (EXPENDITURES)</b>	<b>\$ -</b>	<b>\$ -</b>

(1) Represents costs associated with the issuance of Bonds.

# Acacia Grove/Reto West Annexation

## Community Development District

### Budget Narrative

FY 2027

#### REVENUES

##### **Developer Contributions/Assessments**

The District will levy a Non-Ad Valorem assessment on all platted lots within the Districts to pay all of the operating expenditures for the Fiscal Year in Accordance with the Adopted Budget.

#### Expenditures - Administrative

##### **Engineering**

The District's engineer will provide general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review of invoices, and other specifically requested assignments.

##### **Attorney**

The District's Attorney, will be providing general legal services to the District, i.e., attendance and preparation for monthly Board meetings, review of contracts, review of agreements and resolutions, and other research assigned as directed by the Board of Supervisors and the District Manager.

##### **Annual Audit**

The District is required to conduct an annual audit of its financial records by an Independent Certified Public Accounting Firm. The budgeted amount for the fiscal year is based on contracted fees from the previous year engagement plus anticipated increase.

##### **Assessment Roll Administration**

GMSF, LLC provides assessment services for closing lot sales, assessment roll services with the local Tax Collector and financial advisory services.

##### **Arbitrage Rebate**

The District has contracted with its independent auditors to annually calculate the arbitrage rebate liability on its bonds.

##### **Dissemination Agent**

The District is required by the Security and Exchange Commission to comply with Rule 15(c)(2)-12(b)(5), which relates to additional reporting requirements for un-rated bond issues.

##### **Trustee Fees**

The District bonds will be held and administered by a Trustee. This represents the trustee annual fee.

##### **Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services-South Florida, LLC. The budgeted amount for the fiscal year is based on the contracted fees outlined in Exhibit "A" of the Management Agreement.

##### **Website Maintenance**

Per Chapter 2014-22, Laws of Florida, all Districts must have a website to provide detailed information on the CDD as well as links to useful websites regarding Compliance issues. This website will be maintained by GMS-SF, LLC and updated monthly.

##### **Postage and Delivery**

Actual postage and/or freight used for District mailings including agenda packages, vendor checks and other correspondence.

##### **Insurance General Liability**

The District's General Liability & Public Officials Liability Insurance policy is with a qualified entity that specializes in providing insurance coverage to governmental agencies. The amount is based upon similar Community Development Districts.

##### **Printing and Binding**

Copies used in the preparation of agenda packages, required mailings, and other special projects.

# Acacia Grove/Reto West Annexation

## Community Development District

### Budget Narrative

FY 2027

#### Expenditures - Administrative (continued)

##### **Legal Advertising**

The District is required to advertise various notices for monthly Board meetings and other public hearings in a newspaper of general circulation.

##### **Other Current Charges**

This includes monthly bank charges and any other miscellaneous expenses that incur during the year.

##### **Office Supplies**

Supplies used in the preparation and binding of agenda packages, required mailings, and other special projects.

##### **Due, Licenses & Subscriptions**

The District is required to pay an annual fee to Florida Commerce for \$175.

##### **Contingencies**

A contingency for any unanticipated and unscheduled cost to the District.

#### Expenditures - Field

##### **Drainage System**

The cost of operating and maintaining the stormwater management systems within the District boundaries.

##### **Contingencies**

A contingency for any unanticipated and unscheduled cost to the District.

**Acacia Grove/Reto West Annexation**  
**Community Development District**  
**FY 2027**

Type	# Units	Gross Assessment	Gross Assmt Per Unit	Net Assessment
Villa	49	\$ 23,471	\$ 479.00	\$ 455.05
Single Family	195	\$ 93,405	\$ 479.00	\$ 455.05
	244	\$ 116,876		

**With Annexation of Reto West**

Type	# Units	Gross Assessment	Gross Assmt Per Unit	Net Assessment
Villa	49	\$ 23,471	\$ 479.00	\$ 455.05
Single Family	195	\$ 93,405	\$ 479.00	\$ 455.05
Townhomes	106	\$ 50,774	\$ 479.00	\$ 455.05
	350	\$ 167,650		

## **ACQUISITION AGREEMENT**

This Acquisition Agreement (the “Agreement”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2026 (the “Effective Date”), by and between:

**ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in unincorporated Miami-Dade County, Florida, and whose mailing address is c/o Governmental Management Services-South Florida, LLC, 5385 N. Nob Hill Road, Sunrise, Florida 33351 (the “District”); and

**LENNAR HOMES, LLC**, a Florida limited liability company, the owner and primary developer of lands within the District, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126, and its successors, successors-in-title, and assigns (the “Developer”).

### **RECITALS**

**WHEREAS**, the District was established by Ordinance No. 25-72, enacted by the Board of County Commissioners (the “County Commission”) of Miami-Dade County, Florida (the “County”) on July 1, 2025 and effective July 11, 2025 (the “Ordinance”), for the purpose of planning, financing, constructing, installing, operating, acquiring and/or maintaining certain public infrastructure to serve the residential community located within the boundaries of the District; and

**WHEREAS**, the Developer is the developer of the 38.57 +/- acres of lands within the District, which lands are situated within the unincorporated area of the County and are more particularly described in the Ordinance, incorporated by reference (the “District Lands”); and

**WHEREAS**, the lands within the District Lands are owned by the Developer and TPG AG EHC III (LEN) Multi State 2, LLC, a Delaware limited liability company (the “AG Landowner”), which AG Landowner was established for the principal purpose of acquiring and holding real estate, and there have been several residential lots that have been sold to homebuyers; and

**WHEREAS**, the Developer covenants that pursuant to the Construction Agreement, dated \_\_\_\_\_, 2025, by and between the Developer and the AG Landowner, as such Construction Agreement may be amended and supplemented from time to time, the Developer has all necessary authority to develop the District Lands, complete the Project, as later defined herein, and enter into this Agreement with the District; and

**WHEREAS**, the District has determined that it is in the best interests of the present and future landowners and is a direct and special benefit to the District Lands within the District to finance, construct and deliver certain community development systems, facilities, and improvements to serve the District and the lands within the District Lands, including, without limitation, stormwater management and control facilities, including, but not limited to, related earthwork, water and wastewater facilities, including any applicable connection fees; public roadway improvements

including any applicable mobility fees; and related soft and incidental costs, including professional fees, which public infrastructure systems, facilities and improvements are more specifically described in the Engineer's Report, dated November 21, 2025, prepared by Alvarez Engineers, Inc. (the "Engineer"), as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"), and in the plans and specifications on file at the office of the District (collectively, the "Improvements" or the "Project"), which Engineer's Report and Project plans and specifications are hereby incorporated into and made a part of this Agreement by reference; and

**WHEREAS**, the District desires to acquire from the Developer, and the Developer desires to convey to the District, on the terms and conditions set forth herein, in one or more conveyances, the Developer's rights or interest in the Project, which consists of the rights and interests in certain public infrastructure improvements ("Improvements") and interests in real property as more particularly described in Exhibit A attached hereto and made a part hereof, which Improvements benefit those District Lands, as described in the Engineer's Report; and

**WHEREAS**, the District proposes to issue its not-to-exceed \$17,210,000 Acacia Grove Community Development District Special Assessment Bonds, in one or more series (each, a "Series") (collectively, the "Bonds"), to finance the cost of acquisition of a portion of the Developer's rights or interest in the Project providing a direct and special benefit to the District Lands, pursuant to a Master Trust Indenture and a Supplemental Trust, as each may be supplemented and amended from time to time (collectively, the "Indenture"), which Indenture will be entered into by and between the District and U.S. Bank Trust Company, National Association, as trustee, or a successor trustee approved by the District (the "Trustee"); and

**WHEREAS**, the District intends to issue its Bonds to finance a portion of the Project; and

**WHEREAS**, since the Project provides a direct and special benefit to the lands within the District Lands, it is the intent of the parties that this Agreement shall be applicable to the Bonds; and

**WHEREAS**, Developer will grant the District those easements or real property interests as determined to be necessary by legal counsel to the District and which permit the District to acquire and/or construct and maintain the Project within and benefitting the District Lands; and

**WHEREAS**, any capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Indenture; and

**WHEREAS**, as a condition of the District acquiring the Improvements that constitute part of the Project, the Engineer will certify that the Improvements or the portion of the Improvements being conveyed to the District pursuant to this Agreement are part of the Project and will certify that the cost to be charged to the District for each portion of the Improvements being conveyed to the District pursuant to this Agreement does not exceed the lower of (i) the documented actual cost of such Improvements or (ii) the Engineer's estimated fair market value of such Improvements; and

**WHEREAS**, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors, successors in title, and assigns (except for homebuyers); and

**WHEREAS**, the District Board of Supervisors has determined that it is in the best interests of the District, its future landowners and residents to enter into this Agreement and to acquire the Improvements and any interests in real property that are part of the Project.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and no/100ths (\$10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

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

**2. APPLICABLE PROVISIONS; MAXIMUM PAYMENT.**

2.1 It is contemplated by the parties that the Improvements will be completed and conveyed by the Developer to the District. The provisions of Section 3 and Section 4 hereof are specifically applicable to the conveyance of Improvements comprising the Project by the Developer to the District. Subject to the next succeeding sentence, the District agrees to pay the Developer subsequent to the issuance of the Bonds, the amount of net proceeds available from the Bonds issued by the District as total payment for all the Developer's rights or interest in the Project, an amount not to exceed **FOURTEEN MILLION THREE HUNDRED TWENTY-FOUR THOUSAND AND 00/100 (\$14,324,000.00) DOLLARS** (the "Project Cost"). The parties acknowledge that this Project Cost will exceed the amount of net proceeds available from the Bonds to be issued by the District, in one or more Series, in connection with the Project. The total payment to be made by the District for all the Developer's rights or interests in the Project calculated in accordance with and subject to this Agreement shall not exceed the Project Cost or the amount of net proceeds available from the Bonds, whichever is less (the "Purchase Price") deposited into the applicable Acquisition and Construction Account and from monies in the Reserve Account(s) as a result of satisfaction of the Release Conditions (as defined in the Indenture).

2.2 In no event shall the District pay more than the Purchase Price for all of the Project. In the event that there are not sufficient funds from the available net proceeds of the Bonds and from available money released from the Reserve Account(s) upon satisfaction of the Release Conditions to pay for the Project, then, the Project Cost shall be reduced to equal the amount of remaining funds available from the net proceeds of the Bonds and available monies in the Reserve Account(s) as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and the interests in real property subject to this Agreement without further right to any additional payments for the Improvements or the interests in real property constituting the Project. The acquisition of the Developer's rights or interest in the Project by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable

Indentures relating to each Series of Bonds, the resolution or resolutions authorizing the Bonds, and the Engineer's Report, all of which are incorporated herein by reference. The parties recognize that Developer shall not be paid more than the Purchase Price for the Project.

2.3 For purposes of the payment provisions of this Agreement, all payments to the Developer shall be made and directed to Lennar Homes, LLC, unless otherwise directed in writing by Lennar Homes, LLC.

### **3. CONVEYANCE OF IMPROVEMENTS AND REAL PROPERTY.**

3.1 In accordance with the terms and conditions of this Agreement, the Developer shall, in one or more conveyances, convey, or cause to be conveyed by the Developer or others, as the case may be, to the District by dedication, special warranty deed, quit claim deed, easement, bill of sale or other appropriate form of conveyance satisfactory to the District and its counsel, any and all of the Developer's rights in the interests in real property and the Improvements from time to time and as the Improvements are completed. At least fifteen (15) days prior to the date of conveyance of any interests in real property (pursuant to Section 3.2 and Section 3.6 below) or Improvements hereunder, the Developer shall provide the District with copies of surveys and as-built plans, if applicable, signed and sealed by the Developer's surveyor and/or engineer of record describing the Improvements and any real property, if applicable, being conveyed. At least ten (10) days prior to the date of conveyance of any interests in real property pursuant to Section 3.2 and Section 3.6 hereunder, the Developer shall provide the District with title insurance, an attorney's opinion of title or other evidence of clear title relating to any interests in real property and Improvements acceptable to the District and its counsel describing the nature of Developer's rights or interest in the real property and Improvements being conveyed, and stating that (i) such interests in real property and Improvements are free and clear of all liens and encumbrances, except as provided herein and except for those encumbrances that do not impair or interfere with any functions of the District, (ii) all governmental approvals necessary to install the Improvements have been obtained, and (iii) the Developer is conveying the complete interest in the Improvements to the District.

3.2 Conveyance of interests in real property. Pursuant to and as more particularly described in the Engineer's Report and as part of the Project, the Developer is required, at no cost to the District, to convey or ensure the conveyance of those interests in real property necessary for the District to own, operate and maintain the Project. With respect to the conveyance of the interests in real property, on the date of the closing on said property, or portions thereof, the Developer shall deliver to the District the following original documents:

- a. Special Warranty Deed or Quit Claim Deed (each, a "Deed") or Grant of Easement, as provided in the Engineer's Report;
- b. Attorney's Opinion of Title;
- c. Owner's/Seller's Affidavit;
- d. Bill of Sale for improvements on the property;

- e. Any necessary consent resolutions;
- f. Any assignments or other documents that might be required as part of or in connection with the issuance of the title commitment or opinion of title.

3.3 The parties acknowledge and agree that certain portions of the Improvements may have been or will be constructed in rights-of-way, utility easements, common areas or areas, any or all of which may have been previously dedicated to other governmental bodies, public entities, or other quasi-public organizations, and that, therefore, such portions of the Improvements may be subject to certain rights of other governmental bodies, public entities, other quasi-public organizations. Accordingly, the Developer's rights or interest in such portions of the Improvements may be conveyed by the Developer to the District, subject to such other rights provided such rights are perpetual in nature, and the District shall have free and unencumbered access to such Improvements.

3.4 All terms and conditions of this Agreement apply equally to conveyances made prior to funding from proceeds of the Bonds, and the District shall make payment for such conveyances in accordance with Section 4 below, provided that under no circumstances shall a conveyance made prior to such funding obligate the District to make payment prior to receipt by the District of such funding from proceeds of the Bonds.

3.5 By approval and execution of this Agreement, the District authorizes and ratifies the preparation and execution by the proper official(s) of the District of all documents necessary to effectuate the conveyances contemplated by this Agreement.

3.6 The Developer further agrees to convey, or have conveyed without monetary consideration, such real property and interests in real property, whether by Deed, easement, or otherwise, from the Developer or other owner(s), as the case may be, so that the District has full access by means of ingress and egress to all Improvements for purposes of ownership and maintenance of said Improvements and in accordance with the Engineer's Report. Developer further agrees to convey or have conveyed, at no cost to the District, such other real property interests in District Lands from the Developer in favor of the District as determined to be necessary by District legal counsel and which permit the District to acquire, own, and operate the Project within said District Lands.

#### **4. PAYMENT FOR IMPROVEMENTS, CONNECTION CHARGES AND MOBILITY FEES.**

4.1 After receipt by the District of funds from the net proceeds of the Bonds, or a particular Series, and in accordance with the terms of the applicable Indentures relating to the Bonds and this Agreement, the District agrees to pay the Developer upon the issuance of the Bonds from available funds for that purpose under the Indenture, as total payment for all of the Developer's and any other grantor's rights or interest in any Improvements to be conveyed to the District, an amount not more than the Purchase Price, which shall not exceed the lesser of the documented actual cost of

the Improvements or the Engineer's estimated fair market value of such Improvements, with the exact purchase price to be based on the certificate of the Engineer, and which is subject to the amount of funds available to the District from the net proceeds of the Bonds, to pay for the Improvements. The Purchase Price is inclusive of any mobility fees or connection charges that are part of the Project, as described in Section 5 of this Agreement and in the Engineer's Report. The Developer shall convey all the Improvements subject to this Agreement without further right to any additional payments for the Improvements except as provided in Section 4.1.1 below, including the mobility fees and connection charges, by the District and the District's payment for same shall be in accordance with the terms of this Agreement, the applicable Indentures relating to the Bonds, the resolution or resolutions authorizing the Bonds, and the Engineer's Report. The payment of the Purchase Price shall occur in the following manner:

4.1.1 Payment. From time to time subsequent to the Effective Date of this Agreement and subsequent to the receipt by the District of funds from proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions, upon proper requisition as provided by the applicable Indentures relating to the Bonds and upon certification by the Engineer and the Developer in accordance with Section 6 of this Agreement with respect to any portion of the Improvements to be conveyed or already conveyed, the District shall direct the Trustee to pay the Developer such certified amount in one or more installments for each Series of Bonds, as necessary. To the extent that there are sufficient funds available from the net proceeds of the Bonds, including moneys released from the Reserve Account(s) upon satisfaction of the Release Conditions, the District will continue to pay the Developer from such proceeds for certain portions of the Improvements as those portions are conveyed to, and accepted by, the District in accordance with this Agreement, until the earlier of such time as the total Purchase Price shall have been paid to the Developer or there are no longer any funds available to the District from the net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions to pay for the Improvements.

4.1.2 No Additional Payment Obligation. Nothing in this Agreement shall obligate the District to make additional payments in the event that there are not sufficient funds available to the District from the net proceeds of the Bonds or from the Reserve Account(s) upon satisfaction of the Release Conditions to pay for the Improvements.

4.1.3 Maximum Payment. In no event shall the District pay more than the Purchase Price for all of the Improvements, and in the event that there are not sufficient funds from the available net proceeds of the Bonds, or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions to pay for Improvements, then, the Purchase Price shall be reduced to equal the amount of remaining funds available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions, so that payment of such remaining and available funds shall fully satisfy the District's obligation to the Developer and the Developer shall convey all of the Improvements and real property subject to this Agreement without further right to any additional payments for the Improvements. The acquisition of the Developer's rights or interest in the Improvements and District's payment for the same shall be in accordance with the terms of this Agreement and the applicable Indentures relating to the Bonds and with the resolution or resolutions authorizing the

Bonds and the Engineer's Report. Notwithstanding, the parties recognize that the Developer shall not be paid more than the Purchase Price for the Improvements that constitute the Project.

4.2 No provision of Section 4 shall relieve the Developer of the completion obligations in Section 7 of this Agreement or which may be contained in a separate completion agreement to be entered into by the District and the Developer prior to the issuance of the Bonds (the "Completion Agreement"). Notwithstanding anything else in this Agreement to the contrary, the District and Developer acknowledge that the District's obligation to pay for the Project is subject to the terms of the Indenture.

4.3 The Developer agrees that water and sewer connection charges and mobility fees, as described in the Engineer's Report are part of the Project. If the Developer pays the connection charges or mobility fees to the applicable governmental authority, it shall be paying them on behalf of the District. To the extent the proceeds of the Series 2026 Bonds are sufficient, the District shall reimburse the Developer from such proceeds if the Developer makes such payments for connection charges or mobility fees. If the Developer is entitled to any mobility fee credits, the Purchase Price for any component of the Project that generated the impact fee credits shall be reduced in like amount.

**5. CONDITION OF IMPROVEMENTS AND PROPERTY; WARRANTY.** At the time of conveyance by the Developer of the Developer's rights or interest in all or any portion of the completed Improvements, the portion of the Improvements being conveyed shall be in good condition, reasonably free from defects, as determined by the District's Engineer; and Developer warrants to the District, and to any government entity to which the Improvements may be conveyed by the District, that said Improvements shall be free from defects in materials, equipment or construction for a period of one (1) year from the date of conveyance. Developer further agrees, as part of any conveyance of Improvements, to assign to the District any warranties associated with or applicable to the Improvements, but only to the extent capable by their terms of being assigned. Notwithstanding any warranty relating to the Improvements contained herein, the District acknowledges that any interests in real property conveyed hereunder shall be conveyed in "AS IS, WHERE IS" condition, with no representation, warranty, or recourse, excepting that which is provided in any quit claim deed, opinion of title, or title insurance commitment pertaining to the property.

**6. CERTIFICATIONS.** Before any payment by the District for any portion of the Improvements, the District shall be provided with a certificate (or certificates), signed by the District's Engineer and a certificate (or certificates) (collectively, the "Certifications") signed by the Developer certifying that: (a) the amount to be paid to the Developer for any portion of the Improvements does not exceed the lower of (i) the actual cost paid or to be paid by the Developer for said Improvements (based upon representations of the Developer) or (ii) the fair market value of such Improvements; (b) that said Improvements for which payment is to be made are part of the Project; (c) that said Improvements conveyed or to be conveyed to the District have been installed or constructed in substantial conformity with the plans and specifications and in conformance with applicable rules, regulations, ordinances, laws and all permits and approvals governing the installation or construction of the same; (d) that all currently required approvals and permits for

acquisition, construction, reconstruction, installation and equipping of the Improvements or any portion thereof have been obtained or can reasonably be expected to be obtained from all applicable regulatory bodies; (e) that the Developer has paid all contracts, subcontracts and materialmen that have provided services or materials in connection with such Improvements; (f) that sufficient funds are available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the Project; and (g) that each payment to be received by the Developer pursuant to this Agreement does not constitute a loan of the proceeds of the Bonds to the Developer. If sufficient funds are not available from the available net proceeds of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions to acquire or construct any remaining portion of the Project, the project completion obligations of Section 7 shall be invoked and applicable.

Final completion of the Improvements is to be provided by the Developer, and such completion shall be evidenced by a certificate of completion signed by the Developer and the District's Engineer and delivered to the District.

## **7. COMPLETION.**

7.1 The Developer covenants that it shall cause the Improvements constituting the Project to be completed and conveyed and shall convey or cause to be conveyed any interests in real property necessary for the maintenance and operation of the Improvements or the Project, regardless of whether the proceeds of the Bonds or other amounts available for that purpose under the Indenture are sufficient to cover the costs of such completion and such conveyances. Pursuant to this Agreement and the terms of the Completion Agreement of equal date herewith by and between the District and the Developer, the Developer hereby agrees to complete or cause to be completed or to provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded from the sum of the available net proceeds of the Bonds issued by the District and from moneys from the Reserve Account(s) as result of satisfaction of the Release Conditions, including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively, the "Remaining Improvements"), for the Improvements specially benefiting the lands within the District Lands.

7.2 The Developer acknowledges that the Project Cost will exceed the amount of net proceeds anticipated to be available from the Bonds issued or to be issued by the District.

7.3 Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness, or to provide funds for any portion of the Remaining Improvements or interests in real property from any source other than the proceeds of the Bonds, including amounts from the Reserve Account upon satisfaction of the Release Conditions.

**8. APPLICATION OF THE INDENTURES.** The acquisition of the Developer's rights or interest in any portion or all of the Project by the District and District's payment for same shall be in accordance with the terms of this Agreement and applicable provisions of the applicable

Indentures relating to the Bonds, which are specifically incorporated herein by reference and made a part hereof. In no case shall the cumulative price paid by the District for the Project exceed the lesser of Project Cost or available net proceeds from the issuance of the Bonds or from moneys transferred from the Reserve Account(s) as a result of satisfaction of the Release Conditions.

**9. SUCCESSORS.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors, successors-in-title, and assigns.

**10. CONSTRUCTION OF TERMS.** Whenever used, the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

**11. ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the District and the Developer and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement and that in entering into this Agreement neither party relied upon any representation not herein contained.

**12. CAPTIONS.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

**13. SEVERABILITY.** If any provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by any party hereunder or substantially increase the burden of any party hereto, shall be held to be invalid or unenforceable to any extent, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

**14. EXECUTION OF DOCUMENTS.** Each party covenants and agrees that it will at any time and from time to time do such acts and execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such documents reasonably requested by the parties necessary to carry out fully and effectuate the transaction herein contemplated and to convey good and marketable title for all conveyances subject to this Agreement.

**15. 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 executed by facsimile, which shall be good as an original, and may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**16. AUTHORITY.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of

law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**17. AMENDMENTS AND WAIVERS.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No failure by District or Developer to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, agreement, term, or condition. Either party hereto, by notice, may but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder. No waiver shall affect or alter this Agreement but each and every covenant, agreement, term, and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof. Notwithstanding anything herein to the contrary, this Agreement may not be materially amended in a manner that (a) could have the effect of reducing the total debt service revenue collected or to be collected for payment of debt service on the Bonds issued or to be issued by the District or (b) lessens Developer's obligations in this Agreement without the written consent of the Trustee for the Bonds, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding. The term "Majority" shall mean more than fifty (50%) percent.

**18. APPLICABLE LAW.** This Agreement is made and shall be construed under the laws of the State of Florida.

**19. COSTS AND FEES.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

**20. NO THIRD-PARTY BENEFICIARIES.** Except as provided below, this Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns (other than homebuyers). Notwithstanding anything herein to the contrary, the Trustee for the Bonds, on behalf of the Bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and, acting at the direction of the Bondholders (as defined in the Indenture) owning a Majority of the aggregate principal amount of the Bonds then outstanding, shall be entitled to cause the District to enforce the Developer's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder.

**21. ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the parties in 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 deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**22. ASSIGNMENT.** This Agreement, or any monies to become due hereunder, may be assigned by the Developer, provided that the Developer first obtains the prior written approval of the District, which approval shall not unreasonably be withheld. In addition, the Developer may not assign its obligations hereunder without the prior written consent of the Trustee acting at the direction of the holders owning a Majority of the aggregate principal amount of the Bonds outstanding.

**23. FURTHER ASSURANCES.** At any and all times, the Developer and District shall, so far as either may be authorized by law, make, do, execute, acknowledge and deliver, all and every other further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable, as determined by the District, for the better assuring, conveying, granting, assigning and confirming of any and all rights or interest in the Improvements and the real property which are intended or required to be acquired by or conveyed to or by the District as contemplated by the Indenture and this Agreement, including the conveyance, assignment or transfer to other government agencies of such portions of the Improvements or interests in real property as authorized, directed or required by applicable laws or regulations, conditions of development orders, or agreements entered into by the District.

**24. REMEDIES.** A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages and injunctive relief and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property within the District and owned by the Developer, which lien shall be foreclosable in the manner of mechanics' liens pursuant to Chapter 713, Florida Statutes, or as otherwise provided by law. In the event of the Developer's default under this Agreement, the parties agree as to the absence of adequate remedies at law; therefore, the District shall have, in addition to such rights and remedies as provided above and by general application of law, the right to obtain specific performance of the Developer's obligations hereunder.

**25. SOVEREIGN IMMUNITY.** Developer 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, as amended, or other statutes or law.

**26. NOTICES.** All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand-delivered by prepaid express overnight courier or messenger service, telecommunicated, or mailed (airmail if international) by registered or certified (postage prepaid), return receipt requested, to the following addresses:

District: Acacia Grove Community Development District  
5385 N. Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With copy to: Billing Cochran, P.A.  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attention: Michael J. Pawelczyk, Esq.

Developer: Lennar Homes, LLC  
5505 Waterford District Drive  
Miami, Florida 33126  
Attn: Carlos Gonzalez, Vice President

With a copy to: Holland & Knight LLP  
515 East Las Olas Boulevard, Suite 1200  
Fort Lauderdale, Florida 33301  
Attention: Jonathan Marcus, Esq.

Except as otherwise provided in this Agreement, any notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 PM (at the place of delivery) or on a non-business day shall be deemed received 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. Any party or other person to whom notices are to be sent or copied may notify the other parties and addressees of any changes in name or address to which notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement, effective as of the date first above written.

**ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

By: \_\_\_\_\_  
Teresa Baluja, Chairperson  
Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
Print Name

Attest: \_\_\_\_\_  
Juliana Duque, Assistant Secretary

\_\_\_\_\_ day of \_\_\_\_\_, 2026

STATE OF FLORIDA            }  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Teresa Baluja, as Chairperson of the Board of Supervisors for **ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

STATE OF FLORIDA            }  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2026, by Juliana Duque, as Assistant Secretary of the **ACACIA GROVE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification.

[SEAL]

\_\_\_\_\_  
Notary Public  
Commission:

**LENNAR HOMES, LLC**, a Florida limited liability company

Witnesses:

\_\_\_\_\_

Print Name

\_\_\_\_\_

Print Name

By: \_\_\_\_\_  
Greg McPherson, Vice President

\_\_\_\_\_ day of \_\_\_\_\_, 2026

STATE OF FLORIDA            }  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by Greg McPherson, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Commission:

## Exhibit A

### Improvements - Project

1. Stormwater Management and Drainage Facilities. All stormwater management and drainage facilities for the Project, including certain earthwork and drainage improvements and facilities for the onsite and offsite roads, as well as for the open space and recreational tracts, consisting of inlets, manholes, pipes, French drains, catch basins, valley inlets, and appurtenant improvements and facilities throughout the development. These stormwater management and drainage facilities are more particularly described in the Engineer's Report, dated November 21, 2025, prepared by Alvarez Engineers, Inc., as may be further amended and supplemented from time to time by the District (collectively, the "Engineer's Report").
  
2. Sanitary Sewer System. The sanitary sewer system for the Project, as more particularly described in the Engineer's Report, as well as applicable sanitary sewer connection charges for the Project.
  
3. Water Distribution System and Sanitary Sewer System. The water distribution system for the Project, as more particularly described in the Engineer's Report, as well as applicable water connection charges for the Project.
  
4. Roadway/Public Right-of-Way Improvements. The roadway improvements for the Project consist of public right-of-way improvements benefitting the District Lands, including onsite entry roads consisting of stabilized subgrades, bases, asphalt pavements, sidewalks, drainage facilities, offsite road improvements consisting of sidewalks, milling and resurfacing of pavement, widening and construction of new roads, as well as applicable mobility fees, all as more particularly described in the Engineer's Report.
  
3. Conveyance of Interests in Land. Easements for the stormwater management and drainage facilities and fee simple interests in the onsite road rights-of-way, , as identified in Table 1 of the Engineer's Report will be granted at no cost to the District prior to the conveyance of completed infrastructure. Water and Sewer easements may also be granted to the District or directly to the water and sewer utility prior to or at the time of the conveyance of completed infrastructure to the District, and subsequently by the District to the water and sewer utility.
  
4. Other Improvements. Those other, appurtenant, and related public infrastructure components of the Project, as described and depicted in the Engineer's Report.

## Engineering Agreement

THIS AGREEMENT is entered into this 21<sup>st</sup> day of November, 2025, by and between the Acacia Grove Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, and Alvarez Engineers, Inc., a Florida corporation and shall remain in effect until terminated under the terms contained herein.

WHEREAS, the Acacia Grove Community Development District ("District"), a special purpose unit of local government established and existing pursuant to Chapter 190, Florida Statutes, solicited for proposals from companies interested in serving as District Engineer to the District in accordance with sections 190.033 and 287.055, Florida Statutes; and

WHEREAS, Alvarez Engineers, Inc., ("Engineer"), a Florida corporation, submitted a proposal to serve as District Engineer and provide engineering services to the District; and

WHEREAS, the District intends to employ Alvarez Engineers, Inc. as District Engineer to perform engineering, surveying planning, landscaping, environmental management and permitting, financial and economic studies, and such other work as defined in separate work authorizations; and

WHEREAS, the District Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will give consultation and advice to the District during the performance of these services.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the acts and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### ARTICLE 1 SCOPE OF SERVICES

- A. The District Engineer will provide general engineering services including:
  1. Preparation of any necessary reports and applications.
  2. Attendance at meetings of the District's Board of Supervisors.
  3. Assistance in meeting with necessary parties to effectuate the issuance of bonds, special reports, feasibility studies and other tasks.
  4. Performance of any other duties related to the provision of infrastructure and services as requested by the District's Board of Supervisors.
- B. The District Engineer shall prepare, or cause to be prepared, or review construction drawings and specifications for the type of work as authorized by the District's Board of Supervisors. This may also include, but is not limited to, rendering assistance in the drafting of forms, proposal and contacts, issuance of certificates of construction and

payment, assisting and/or supervising the bidding processes, and any other activity required by the District's Board of Supervisors.

- C. The Engineer shall, when authorized by the Board, provide general services during the construction phase including, but not limited to:
  - 1. Periodic visits to the site, or full-time construction management services, as directed by the District.
  - 2. Processing of contractors' pay estimates.
  - 3. Final inspection and requested certificates for construction including the final certification of construction.
  - 4. Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "District Engineer".
  - 5. Any other activity related to construction as authorized by the District's Board of Supervisors.
- D. With respect to maintenance of facilities, the District Engineer shall render such services as authorized in writing by the District.

#### ARTICLE 2 METHOD OF AUTHORIZATION

Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District.

#### ARTICLE 3 COMPENSATION

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized.

- A. Lump Sum Amount: The District and District Engineer shall mutually agree to a lump sum amount for the services to be rendered payable in proportion to the work accomplished.
- B. Hourly Personnel Rates: For services or projects where scope of services is not clearly defined, or recurring services or other projects where the District desires the use of the hourly compensation rates in Schedule "A" shall remain in effect. On the anniversary date of this Agreement, the parties may renegotiate the fee schedule.

#### ARTICLE 4 REIMBURSABLE EXPENSES

Reimbursable expenses consist of actual expenditures made by District Engineer, its employees, or its consultants in the interest of the project for the incidental items listed below:

- A. Expenses of transportation and living when traveling in connection with a project, for long distance calls and facsimiles, expedited delivery fees, and fees paid for securing approval of authorities having jurisdiction over a project. All expenditures shall be made in accordance with Chapter 112, Florida Statutes, and with the District's travel policy.
- B. Expenses incurred in the reproduction, postage and handling of drawings and specifications except those used for in-house purposes.

#### ARTICLE 5 SPECIAL CONSULTANTS

When a special consultant is retained by District Engineer to assist in the provision of services such additional special services shall be paid for on a costs basis. Such services and fees shall be included in any work authorization.

#### ARTICLE 6 ACCOUNTING RECORDS

Records of District Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. In addition, District Engineer acknowledges that the provisions of Article 13 of this Agreement may apply to these records.

#### ARTICLE 7 REUSE OF DOCUMENTS

All documents including drawings and specifications furnished by District Engineer pursuant to this Agreement are instruments of service to be used by the District. They are not intended or represented to be suitable for reuse by others or for extensions of the work for which they were provided or on any other project. Any reuse by the District without specific written consent by District Engineer will be at the District's sole risk.

#### ARTICLE 8 ESTIMATE OF COST

Since District Engineer has no control over the cost of labor, materials or equipment or over a contractor's methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a professional familiar with the construction industry, but District Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by it. If the

District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense or may direct that such work be accomplished through the Engineer. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

ARTICLE 9 INDEPENDENT CONTRACTOR

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

ARTICLE 10 INSURANCE

District Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

- |  |                                   |
|--|-----------------------------------|
| A. Workers Compensation                            | Statutory                         |
| B. General Liability                               |                                   |
| 1. Bodily Injury (incl. contractual)               | \$1,000,000/\$2,000,000           |
| 2. Property Damage (incl. contractual)             | \$1,000,000/\$2,000,000           |
| C. Automobile Liability (if applicable)            | Combined Single Limit \$1,000,000 |
| 1. Bodily Injury                                   |                                   |
| 2. Property Damage                                 |                                   |
| D. Professional Liability for Errors and Omissions | \$2,000,000                       |

District Engineer shall provide District with a certificate evidencing compliance with the above terms and naming the District as an additional insured, except on the worker's compensation and professional liability policies. District Engineer shall provide the District with 30 days notice of cancellation of such insurance. At no time shall Engineer be without insurance in the above amounts.

ARTICLE 11 CONTINGENT FEE

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the District Engineer, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the District Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

#### ARTICLE 12 AUDIT

The District Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers and records of the District Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under the Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of all work under the Agreement.

#### ARTICLE 13 INDEMNIFICATION

The Engineer agrees to indemnify, defend, and hold harmless the District and its officers, District Manager and employees of and from any and all liabilities, claims, causes of action, demands, suits, or losses by any person, corporation or other entity arising from the negligent acts, errors or omissions of the District Engineer or District Engineer's agents or employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability pursuant to Section 768.28, F.S., or any other statute or law. Nothing in the Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by operation of law.

#### ARTICLE 14 PUBLIC RECORDS

The District Engineer agrees and understands that Chapter 119, F.S., may be applicable to documents prepared in connection with work provided to the District and agrees to operate with public record requests made thereunder. The District Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S.

- A. Engineer shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and
  2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and
  3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Engineer does not transfer the records to the District; and
  4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of Engineer or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If Engineer transfers all public records to the District upon completion of the Agreement, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public disclosure requirements. If Engineer keeps and maintains public records upon completion of the Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.
- B. The Engineer acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Engineer, the Engineer shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. The Engineer acknowledges that should the Engineer fail to provide the public records to the District within a reasonable time, the Engineer may be subject to penalties pursuant to Section 119.10, Florida Statutes.
- C. **IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE ENGINEER MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**GOVERNMENTAL MANAGEMENT SERVICES (GMS)  
5385 NORTH NOB HILL ROAD  
SUNRISE, FLORIDA 33351  
TELEPHONE: (954)721-8681  
EMAIL: [RECORDS@GMSSE.COM](mailto:RECORDS@GMSSE.COM)**

**ARTICLE 15 EMPLOYMENT VERIFICATION**

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

**ARTICLE 16 CONTROLLING LAW**

District Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The venue/jurisdiction for any legal proceedings brought hereunder shall be brought in the courts in Miami-Dade County, Florida.

**ARTICLE 17 WAIVER OF JURY TRIAL**

THE PARTIES HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT TO ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS CONTRACT OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS CONTRACT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS CONTRACT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE SUBJECT AGREEMENT.

**ARTICLE 18 ASSIGNMENT**

Neither the District nor the District Engineer shall assign, sublet, or transfer their rights, duties, interest or obligations under this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the District Engineer from employing such independent professional associates and consultants, as District Engineer deems appropriate, pursuant to Article 5 herein.

**ARTICLE 19 AMENDMENT**

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

#### ARTICLE 20 TERMINATION

The District may terminate this Agreement, in whole or in part, for failure of the District Engineer to perform in accordance with the terms of this Agreement or for any reason, at the District's sole discretion, upon thirty (30) days written notice. The District Engineer may terminate this Agreement for cause upon ninety (90) days written notice. At such time as District Engineer receives notification of the intent of the District to terminate the contract, District Engineer shall not perform any further services unless directed to do so by the Board of Supervisors in writing.

#### ARTICLE 21 NOTICES

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if delivered to an authorized representative of either of the parties, or if mailed by registered or certified mail, return receipt requested, to the address of the party set forth below or to such other addresses as the parties hereto may designate in writing. Such notice shall be effective from the date the same is deposited in the mails, registered or certified mail, return receipt requested, first class postage prepaid and addressed as follows:

If to District Engineer:

Juan R. Alvarez, P.E.  
Alvarez Engineers, Inc.  
8935 NW 35 Lane, Suite 101  
Doral, Florida 33172

If to District:

Acacia Grove Community Development District  
5385 North Nob Hill Road  
Sunrise, Florida 33351  
Attention: District Manager

With a Copy to:

Mr. Michael J. Pawelczyk, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey  
515 East Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
[mpawelczyk@bclmr.com](mailto:mpawelczyk@bclmr.com)

#### ARTICLE 22 RECOVERY OF COSTS AND FEES

In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover from the other party all fees and costs incurred including reasonable attorneys' fees and costs whether incurred prior to, during, or post litigation, appeal, or through alternative dispute resolution.

#### ARTICLE 23 OBJECTIVE CONSTRUCTION AND ACCEPTANCE

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the District Engineer in the spaces provided below.

#### ARTICLE 24 SEVERABILITY

Should any clause, paragraph or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

#### ARTICLE 25 E-VERIFY

The Engineer, on behalf of itself and its subcontractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. The Engineer further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. Notwithstanding the provisions of SECTION 6 herein, if the District has a good faith belief that the Engineer has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a subcontractor of the Engineer performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall promptly notify the Engineer and order the Engineer to immediately terminate its subcontract with the subcontractor. The Engineer shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on the Engineer's failure to comply with the E-Verify requirements referenced in this subsection.

## ARTICLE 26 SCRUTINIZED COMPANY CERTIFICATION

The Engineer hereby swears or affirms that as of the date below the Engineer is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes the Engineer further affirms that:

- A. The Engineer is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- B. The Engineer does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - 2. Have a material business relationship involving the supply of military equipment, or
  - 3. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - 4. Have been complicit in the genocidal campaign in Darfur.
- C. The Engineer does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - 1. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - 2. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- D. The Engineer is not engaged in business operations in Cuba or Syria.

The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

## ARTICLE 27 RESPONSIBLE VENDOR DETERMINATION

The Engineer is hereby notified that Section 287.05701, Florida Statutes, requires that the District may not request documentation of or consider a contractor's, vendor's, or service provider's social, political, or ideological interests when determining if the contractor, vendor, or service provider is a responsible contractor, vendor, or service provider.

ARTICLE 28 CONVICTED VENDOR LIST


Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed the day and year first above written.


Acacia Grove Community  
Development District

Attest

DocuSigned by:  
  
94784E94D2FF4EE...  
Chairperson/Vice Chairperson

DocuSigned by:  
  
63215D558947430...  
Witness

District Engineer

Signed by:  
  
91E21FBBCEDD4E0...  
Juan R. Alvarez, P.E.

Signed by:  
  
0EA305ACEF914DA...  
Witness

**Schedule “A”**

**Alvarez Engineers, Inc.**

**2026 Hourly Personnel Billing Rates**

<b>Principal</b> .....	\$240.00 / Hour
<b>Chief Engineer</b> ..... Professional Engineer with 15+ years of post-registration experience	\$230.00 / Hour
<b>Project Manager</b> ..... Professional Engineer with 10+ years of post-registration experience	\$215.00 / Hour
<b>Senior Engineer</b> ..... Professional Engineer with 10+ years of post-registration experience (production)	\$185.00 / Hour
<b>Engineer 2</b> ..... Professional Engineer with 5+ years of post-registration experience	\$165.00 / Hour
<b>Engineer 1</b> ..... Professional Engineer with 0+ years of post-registration experience	\$155.00 / Hour
<b>Electrical Engineer</b> ..... Electrical Engineer with 2+ years of post-graduate experience	\$155.00 / Hour
<b>Engineer Intern</b> ..... Entry level with engineering degree; Engineering Intern License	\$140.00 / Hour
<b>Senior Designer</b> ..... 15+ years of design experience, non-registered	\$120.00 / Hour
<b>CADD/Computer Technician</b> ..... Design and Drafting with 1+ years of experience	\$105.00 / Hour
<b>Senior Engineering Technician</b> ..... 5+ years of experience	\$110.00 / Hour
<b>Engineering Technician</b> ..... Entry level with 0-4 years of experience	\$100.00 / Hour
<b>Senior Administrative</b> ..... Degreed executive assistant with 8+ years of experience	\$ 95.00 / Hour
<b>Administrative</b> ..... Secretary / Clerical	\$ 70.00 / Hour

\*Billing Rates are subject to change on the anniversary of this agreement

## Certificate Of Completion

Envelope Id: CFEC1E6B-491C-4162-964D-3B7C78F4B53E

Status: Completed

Subject: Acacia Grove: Complete with Docusign: 10-17-25 Minutes.pdf, Resolution 2026-03.pdf, Resolution 2026

Source Envelope:

Document Pages: 41

Signatures: 12

Envelope Originator:

Certificate Pages: 2

Initials: 0

Ellen Acosta

AutoNav: Enabled

1001 Bradford Way

Envelopeld Stamping: Enabled

Kingston, TN 37763

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

eacosta@gmssf.com

IP Address: 162.199.192.217

## Record Tracking

Status: Original

Holder: Ellen Acosta

Location: DocuSign

11/21/2025 12:49:13 PM

eacosta@gmssf.com

## Signer Events

Juliana Duque

jduque@gmssf.com

District Manager - Assistant Secretary

Security Level: Email, Account Authentication (None)

## Signature

DocuSigned by:

63215D558947430...

Signature Adoption: Drawn on Device

Using IP Address:

2601:586:5382:cb60:9043:23cb:6765:f6a9

## Timestamp

Sent: 11/21/2025 1:01:12 PM

Resent: 12/3/2025 7:59:23 AM

Resent: 12/3/2025 8:14:43 AM

Resent: 12/3/2025 8:14:46 AM

Viewed: 12/3/2025 8:17:20 AM

Signed: 12/3/2025 8:27:17 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Teresa Baluja

teresa.baluja@lennar.com

Chair

Security Level: Email, Account Authentication (None)

DocuSigned by:

94784E94D2FF4EE...

Signature Adoption: Uploaded Signature Image

Using IP Address: 204.109.20.254

Sent: 11/21/2025 1:01:11 PM

Viewed: 11/21/2025 1:05:25 PM

Signed: 11/21/2025 1:05:59 PM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Teresa Baluja

teresa.baluja@lennar.com

Chair

Security Level: Email, Account Authentication (None)

DocuSigned by:

94784E94D2FF4EE...

Signature Adoption: Uploaded Signature Image

Using IP Address: 204.109.20.254

Sent: 12/1/2025 10:30:07 AM

Viewed: 12/1/2025 10:35:46 AM

Signed: 12/1/2025 10:35:53 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

Teresa Baluja

teresa.baluja@lennar.com

Chair

Security Level: Email, Account Authentication (None)

DocuSigned by:

94784E94D2FF4EE...

Signature Adoption: Uploaded Signature Image

Using IP Address: 50.223.15.20

Sent: 12/2/2025 8:34:20 AM

Viewed: 12/2/2025 8:38:54 AM

Signed: 12/2/2025 8:39:03 AM

### Electronic Record and Signature Disclosure:

Not Offered via Docusign

## In Person Signer Events

## Signature

## Timestamp

<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Updated	Security Checked	12/1/2025 10:30:07 AM
Envelope Updated	Security Checked	12/1/2025 10:30:07 AM
Envelope Updated	Security Checked	12/1/2025 10:30:07 AM
Envelope Updated	Security Checked	12/2/2025 8:34:19 AM
Envelope Updated	Security Checked	12/2/2025 8:34:19 AM
Envelope Updated	Security Checked	12/2/2025 8:34:19 AM
Envelope Updated	Security Checked	12/3/2025 8:14:38 AM
Certified Delivered	Security Checked	12/2/2025 8:38:54 AM
Signing Complete	Security Checked	12/2/2025 8:39:03 AM
Completed	Security Checked	12/3/2025 8:27:17 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>



# Acacia Grove

## Community Development District

**BILL TO: Lennar Homes**  
5505 Waterford District, 5th Floor  
Miami, FL 33126

December 19, 2025  
Funding Request #4

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>Billing, Cochran PA</b>		
	Inv# 196313 - General Counsel (Nov 25)	\$	2,490.00
<b>2</b>	<b>GMS-South Florida, LLC</b>		
	Inv# 4 - Management Fees & Expenses (Dec 25)	\$	3,000.00
<b>3</b>	<b>McClatchy Company LLC</b>		
	Inv# 39122 - Legal Ads	\$	1,608.64
	Inv# 50402 - Legal Ads	\$	605.71
	Inv# 50403 - Legal Ads	\$	502.39
	<b>TOTAL</b>	<b>\$</b>	<b>8,206.74</b>

Please make check payable to:

**Acacia Grove Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Acacia Grove

## Community Development District

**BILL TO: Lennar Homes**  
5505 Waterford District, 5th Floor  
Miami, FL 33126

January 16, 2026  
Funding Request #5

<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>GMS-South Florida, LLC</b> Inv# 5 - Management Fees & Expenses (Jan 26)	\$ 3,000.00
<b>TOTAL</b>		<b>\$ 3,000.00</b>

Please make check payable to:

**Acacia Grove Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Acacia Grove

## Community Development District

**BILL TO: Lennar Homes**  
5505 Waterford District, 5th Floor  
Miami, FL 33126

February 4, 2026  
Funding Request #6

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>Billing, Cochran PA</b>		
	Inv# 196705 - General Counsel (Dec 25)	\$	1,650.00
<b>2</b>	<b>GMS-South Florida, LLC</b>		
	Inv# 6- Management Fees & Expenses (Feb 26)	\$	3,000.00
<b>3</b>	<b>McClatchy Company LLC</b>		
	Inv# 39122 - Invoice appeared twice - Credit	\$	(1,608.64)
	Inv# 51806 - Legal Ads	\$	1,259.60
	Inv# 62626 - Legal Ads	\$	318.96
	Inv# 62627 - Legal Ads	\$	516.36
	Inv# 73952 - Legal Ads	\$	2,840.08
	Inv# 74064 - Legal Ads	\$	3,768.97
	Inv# 66130 - Legal Ads	\$	1,602.60
	Inv# 74664 - Legal Ads	\$	255.02
	<b>TOTAL</b>	<b>\$</b>	<b>13,602.95</b>

Please make check payable to:

**Acacia Grove Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351

# Acacia Grove

## Community Development District

**BILL TO: Lennar Homes**  
5505 Waterford District, 5th Floor  
Miami, FL 33126

March 20, 2026  
Funding Request #7

	<b>PAYEE</b>		<b>GENERAL FUND</b>
<b>1</b>	<b>Alvarez Engineers</b> Inv# 8998 - Engineering Services (Dec 25)	\$	496.00
<b>2</b>	<b>Billing, Cochran PA</b> Inv# 197012 - General Counsel (Jan 26) Inv# 1977503 - General Counsel (Feb 26)	\$ \$	1,477.50 500.00
<b>3</b>	<b>GMS-South Florida, LLC</b> Inv# 7- Management Fees & Expenses (Mar 26)	\$	3,000.00
<b>4</b>	<b>McClatchy Company LLC</b> Inv# 116877 - Legal Ads Inv# 116878 - Legal Ads	\$ \$	295.65 516.36
	<b>TOTAL</b>	\$	<b>6,285.51</b>

Please make check payable to:

**Acacia Grove Community Development District**  
5385 N Nob Hill Road  
Sunrise, FL 33351