

*Hicks Ditch*  
*Community Development District*

*Agenda*

*February 22, 2023*

# AGENDA

# *Hicks Ditch*

## *Community Development District*

219 E. Livingston Street, Orlando, FL 32801  
Phone: 407-841-5524 – Fax: 407-839-1526

February 15, 2023

Board of Supervisors  
Hicks Ditch Community  
Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Hicks Ditch Community Development District will be held **Wednesday, February 22, 2023, at 9:00 AM the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, FL 34711.** Following is the advance agenda for the regular meeting:

### **Board of Supervisors Meeting**

1. Roll Call
2. Public Comment Period
3. Organizational Matters
  - A. Consideration of Resolution 2023-33 Electing Officers for the Purpose of Title Changes
  - B. Consideration of Resolution 2023-34 Appointing Local Bank Signatories
4. Approval of Minutes of the January 25, 2023 Landowners Meeting and the January 25, 2023 Board of Supervisors Meeting
5. Consideration of Uniform Collection Agreement with Lake County Tax Collector
6. Consideration of Uniform Collection Agreement with Lake County Property Appraiser
7. Consideration of Nondisclosure Agreement with Lake County Property Appraiser
8. Consideration of Resolution 2023-35 Authorizing the Use of Electronic Signatures
9. Consideration of District Engineer Agreement with Appian Engineering
10. Staff Reports
  - A. Attorney
  - B. Engineer
  - C. District Manager's Report
11. Other Business
12. Supervisors Requests and Audience Comments
13. Adjournment

# SECTION III

# SECTION A

**RESOLUTION 2023-31**

**A RESOLUTION ELECTING THE OFFICERS OF THE  
HICKS DITCH COMMUNITY DEVELOPMENT  
DISTRICT, CITY OF EUSTIS, LAKE COUNTY, FLORIDA**

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

**WHEREAS**, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

**SECTION 1.** The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Treasurer Assistant	_____
Treasurer	_____

**PASSED AND ADOPTED this \_\_\_\_\_ day of February 2023.**

ATTEST:

HICKS DITCH COMMUNITY  
DEVELOPMENT DISTRICT

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

\_\_\_\_\_  
Chairperson, Board of Supervisors

# SECTION B

**RESOLUTION 2023-34**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-12 AND APPOINTING KATIE COSTA AS A SIGNOR ON THE LOCAL BANK ACCOUNT AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Hicks Ditch Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within the City of Eustis, Florida; and

**WHEREAS**, the District’s Board of Supervisors previously adopted Resolution 2023-12, directing Governmental Management Services – Central Florida, LLC, to establish a local bank account for the District and appointing George S. Flint and Jill Burns as signors on the account; and

**WHEREAS**, the District’s Board of Supervisors now desires to amend Resolution 2023-12 and appoint Katie Costa as an additional signor on the account.

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

**SECTION 1.** Katie Costa is hereby appointed as an additional signor on the District’s local bank account established pursuant to Resolution 2023-12.

**SECTION 2.** This Resolution is intended to amend, in part, Resolution 2023-12, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2023-12 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 3.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of February 2023.

ATTEST:

**HICKS DITCH COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chairperson, Board of Supervisors



# MINUTES

**MINUTES OF MEETING  
HICKS DITCH  
COMMUNITY DEVELOPMENT DISTRICT**

The Landowners meeting of the Board of Supervisors of the Hicks Ditch Community Development District was held Wednesday, **January 25, 2023** at 9:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present were:

Tony Iorio  
Doug Beasley  
Rocky Owen  
George Flint  
Sarah Sandy

District Manager, GMS  
District Counsel

**FIRST ORDER OF BUSINESS**

**Determination of Number of Voting Units  
Represented**

Mr. Flint stated that the first order of business was the determination of number of voting units represented. In attendance was Mr. Tony Iorio representing TLC Pine Meadows, LLC which is the owner of 100% of the land within the CDD. There are 244.043 acers and 245 votes.

**SECOND ORDER OF BUSINESS**

**Call to Order**

Mr. Flint called the meeting to order.

**THIRD ORDER OF BUSINESS**

**Election of Chairman for the Purpose of  
Conducting the Landowners' Meeting**

Mr. Flint asked Mr. Iorio to designate himself as the Chair for purposes of conducting the meeting and Mr. Iorio designated Mr. Flint as Chair.

**FOURTH ORDER OF BUSINESS**

**Nominations for the Positions of Supervisors (5)**

Mr. Flint asked for any nominations for the position of Supervisor. Mr. Iorio nominated himself, Doug Beasley, Jason Lonas, Shane Blanton, and Rocky Owen. Mr., Flint asked for any other nominations. Hearing none, they closed the floor to nominations.

**FIFTH ORDER OF BUSINESS**

**Casting of Ballots**

Mr. Flint provided the ballot to the individuals nominated and explained that there are five seats and the two seats with the most votes will serve four-year terms and the other three seats will serve a two-year term. That way, every two years during the landowner election process three seats will come up and explained the number of votes casted and gave some examples of voting.

**SIXTH ORDER OF BUSINESS**

**Tabulation of Ballots and Announcement of Results**

Mr. Flint reported the results of the election as follows, Mr. Shane Blanton with 200 votes serving on seat one, Mr. Anthony Iorio with 200 votes in seat two, Mr. Jason Lonas with 199 votes in seat three, Mr. Doug Beasley with 199 votes in seat four, and Mr. Rocky Owen with 199 votes in seat five.

**SEVENTH ORDER OF BUSINESS**

**Landowners' Questions and Comments**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Adjournment**

Mr. Flint adjourned the meeting.

**MINUTES OF MEETING  
HICKS DITCH  
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Hicks Ditch Community Development District was held Wednesday, **January 25, 2023** at 9:00 a.m. at the Cooper Memorial Library, 2525 Oakley Seaver Drive, Clermont, Florida.

Present and constituting a quorum:

Tony Iorio	Chairman
Shane Blanton	Vice Chairman
Doug Beasley	Assistant Secretary
Rocky Owen	Assistant Secretary

Also present were:

George Flint	District Manager, GMS
Sarah Sandy	District Counsel
Major Stacey	District Engineer, Appian Engineering

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Flint called the meeting to order and called the roll. Four Board members were present constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

There were no members of the public present for the meeting.

**THIRD ORDER OF BUSINESS**

**Organizational Matters**

**A. Administration of Oaths of Office to Newly Elected Supervisors**

Mr. Flint stated that there was a Landowners' election held prior to the start of this meeting. He administered the oaths of office to the newly elected Board members.

**B. Consideration of Resolution 2023-27 Canvassing and Certifying the Results of the Landowners’ Election**

Mr. Flint stated that the Board of Supervisors will sit as the canvassing Board for purposes of certifying the results of the Landowners’ election that just occurred and for the record stated the seats as Tony Iorio with 200 votes in seat 1, Shane Blanton with 200 votes in seat 2, Jason Lonas with 199 votes in seat 3, Doug Beasley with 199 votes in seat 4, Rocky Owe with 199 votes in seat 5. Mr. Iorio and Mr. Blanton will serve four-year terms while the other three Board members will serve two-year terms.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Resolution 2023-27 Canvassing and Certifying the Results of the Landowners’ Election, was approved.

**C. Election of Officers**

Mr. Flint noted that the Board is required after each election to elect officers that consist of Chair, Vicechair, Secretary, Assistant Secretaries, Treasure, and Assistant Treasurer.

**D. Resolution 2023-28 Electing Officers**

As it sits currently, Mr. Iorio is the Chair, Mr. Beasley is the Vice Chair, Mr. Lonas is the Secretary, Mr. Owen is the Assistant Secretary, Mr. Flint is an Assistant Secretary, Jill Burns is Treasure, and Katie Costa is Assistant Treasurer. Mr. Flint asked if the Board would like to take each seat individually or asked if a Board member would like to make a motion to elect a slate of officers with Mr. Blanton being added as an Assistant Secretary.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2023-28 Election Officers with Mr. Tony Iorio as Chair, Mr. Doug Beasley as Vice Chair, Mr. Lonas as Secretary, Mr. Blanton, Mr. Flint, and Mr. Owen as Assistant Secretaries, Ms. Jill Burns as Treasurer, and Ms. Katie Costa as Assistant Treasurer, was approved.

**FOURTH ORDER OF BUSINESS**

**Approval of Minutes of the November 22, 2022 Meeting**

Mr. Iorio presented the minutes from the November 22, 2022 Board of Supervisors meeting and asked for any questions or corrections. There being none, he asked for a motion of approval.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, The Minutes of the November 22, 2022 Meeting, were approved.

**FIFTH ORDER OF BUSINESS**

**Public Hearings**

**A. Public Hearing on the Imposition of Special Assessments**

Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Opening the Public Hearing, was approved.

**i. Presentation of Affidavit of Publication and Affidavit of Mailing of Notices**

Mr. Flint presented the affidavit of publication and reported that a 30-day mailed notice that was provided as required by statutes.

**ii. Presentation of Engineer’s Report**

Ms. Sandy stated for the record that the public hearing is for the purposes of imposing a master special assessment across the lands in the District. That assessment will be pledged to bonds that the District intends to issue in order to pay for the public infrastructure within the District. Mr. Stacey, District Engineer, gave a brief overview of the Engineer’s Report for the Board and stated that it summarizes the cost estimate and what will be included within the District including facilities in the District lands and infrastructure improvements. The report can be found in the agenda package.

Ms. Sandy asked for the record, based on the engineer’s professional opinion, do the cost estimates in the engineer’s report reasonable and proper. Mr. Stacey answered yes. Ms. Sandy asked if he was aware of any reason the District would not be able to carry out the master project. Mr. Stacey answered no. She then stated, for the record, that the total amount of the Master Engineer’s Report is \$23,264,649.00.

**iii. Presentation of Assessment Methodology**

Mr. Flint presented the Master Assessment Methodology that was composed with the engineer’s report allocating the cost and the benefit of the improvements from the report to the lands within the CDD. Table one is the proposed development plan with a total of 461 ERUs and

538 units with a combination of townhomes, 40-foot single family homes, and 50-foot single family homes. Table two are the costs that the engineer identified in the report with an approximate 23 million in improvements. Table three is a conservative bond sizing if the District were to finance 100% of the improvements resulting in a par amount of \$33,150,000.00. Table four demonstrates the allocation of benefit based on improvement costs. Table five demonstrates the allocation of benefit based on the par amount. Table six shows what the annual assessments would be if the District were to fund 100% of the improvements. Table seven shows the actual parcels that are within the District that comprise the land within the CDD and the preliminary assessment roll. The legal description for the boundaries is attached as exhibit 'A.' Mr. Flint asked for any question on the methodology.

Ms. Sandy asked for the record if Mr. Flint believes the benefit received from the special assessments are reasonably and fairly allocated on the land that are subject to them. Mr. Flint answered yes. She also asked if it was reasonable, proper, and just to assess the cost of the master project against the lands in the District. Mr. Flint answered yes. She then asked if the assessed lands would receive special benefits equal to or in excess of the special assessments levied under the methodology. Mr. Flint answered yes. Ms. Sandy asked if it was in the best interest of the District that the master assessments be paid and collected in accordance with the methodology. Mr. Flint answered yes.

#### **iv. Public Comment, Testimony and Board Discussion**

Mr. Flint stated for the record that there were no members of the public present to provide comment or testimony.

#### **v. Consideration of Resolution 2023-29 Levying Special Assessments**

Ms. Sandy presented the resolution to the Board and makes certain findings going through the steps the District has gone through up to this point in order to hold the public hearing including the initial approval of the Master Engineer's Report, Master Assessment Report, setting the public hearing, noticing the hearings, as well as the findings that the District has an estimated cost for the project, that the costs are reasonable and just, as well as the fact that the Master Assessment Report assesses the cost across the lands. It also approves the Master Assessment Report as well as the Master Engineer's Report. It authorizes the District to undertake the master project that is described in both reports and equalizes, approves, confirms, and levies the assessments that are

shown in the assessment report in accordance with that report. It provides for when the special assessments are finalized and when the project is done, that the assessments will be finalized. It provides for the methods of collection. Additionally, the District has a true-up agreement as part of the methodology. It is provided that certain property is not assessable, property owned by governmental entities, common areas by HOAs, and things of that nature and assessments won't be allocated to those areas. An assessment notice is filed under public records, so anyone purchasing land would receive it in their title work. She offered to answer any questions for the Board. There being none, she asked for a motion of approval.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Resolution 2023-29 Levying Special Assessments, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Beasley, with all in favor, Closing the Public Hearing, was approved.

**B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem**

Mr. Flint asked a motion to open the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Owen, with all in favor, Opening the Public Hearing, was approved.

**i. Presentation of Affidavit of Publication of Notice**

Ms. Sandy presented the affidavit of publication notice to the Board and for the record.

**ii. Public Comment and Board Discussion**

There were no members of the public present for discussion.



**iii. Consideration of Resolution 2023-30 Expressing the District’s Intent to Utilize the Uniform Method of Collection**

Ms. Sandy stated that in order to use the uniform method and put assessments on the property tax bill the District must hold this public hearing declaring their intent to do so. She asked for any questions from the Board, there being none, the Chair asked for a motion of approval.

On MOTION by Mr. Owen, seconded by Mr. Beasley, with all in favor, Resolution 2023-30 Expressing the District’s Intent to Utilize the Uniform Method of Collection, was approved.

Mr. Flint asked for a motion to close the public hearing.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Closing the Public Hearing, was approved.

**C. Public Hearing on the Adoption of District Rules of Procedure**

Mr. Flint noted that the Board was provided a draft set of rules of procedure and staff was authorized to set a public hearing to adopt said rules. Mr. Flint asked for a motion to open the public hearing.

On MOTION by Mr. Iorio, seconded by Mr. Beasley with all in favor, Opening the Public Hearing, was approved.

**i. Presentation of Affidavit of Publications of Notice of Rule Development and Rulemaking**

Mr. Flint stated that this public hearing was advertised 29 and 28 days in advanced of the hearing. The rules can be found in the agenda package and no changes have been made since they were reviewed at the organizational meeting.

**ii. Public Comment and Board Discussion**

There were no members of the public present for discussion.

**iii. Consideration of Resolution 2023-31 Adopting the Rules of Procedure**

Ms. Sandy noted that these rules of procedures are recommended for all of the CDD Boards staff works with and they lay out a number of things including the officer positions, voting, conflicts of interest, notice procedures for regular and special meetings, as well as procedures for competitively procuring vendor services. There being no questions, there was a motion of approval.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Resolution 2023-31 Adopting the Rules of Procedure, was approved.

Mr. Iorio asked for a motion to close the public hearing.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Closing the Public Hearing, was approved.

**D. Public Hearing on the Adoption of the Fiscal Year 2023 Budget**

Mr. Iorio asked for a motion to open the public hearing.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Opening the Public Hearing, was approved.

**i. Presentation of Affidavit of Publication of Notice**

Mr. Flint presented the affidavit of publication for this public hearing and stated that the Board had previously approved a proposed budget for Fiscal Year 2023 at the previously held organizational meeting.

**ii. Public Comment and Board Discussion**

There were no members of the public present for discussion.

**iii. Consideration of Resolution 2023-32 Adopting the District's Fiscal Year 2023 Budget and Appropriating Funds**

Mr. Flint noted that the proposed budget can be found in the agenda package attached as exhibit 'A' to the resolution and contemplates the funding mechanism as developer contributions

in leu of imposition of O&M assessments. It is a standard administrative budget that has been prorated from November 2022 through September 2023 and total \$114,178.00. There being no comments and questions there was a motion of approval

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Resolution 2023-32 Adopting the District’s Fiscal Year 2023 Budget and Appropriating Funds, was approved.

Mr. Iorio asked for a motion to close the public hearing.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Closing the Public Hearing, was approved.

**SIXTH ORDER OF BUSINESS**

**Ranking of Proposals for District Engineering Services and Authorization to Issue Notice of Intent to Award and Enter Negotiations with Number-One Ranked Firm**

Mr. Flint noted that engineering services fall under the states statutes which requires it to be competitively bid and the selection be based on a set of qualifications. Staff was authorized to advertise an RFQ for engineering services and there was one response received from Appian Engineering who is the interim engineer for the District. Mr. Flint added that they have the option of rejecting the bid and re-noticing an FFQ or choose to accept the proposal from Appian and authorize staff to negotiate an agreement that will be brought back to the Board at a feature meeting. Mr. Iorio’s recommendation would be to accept the proposal from Appian engineering and asked for a motion of approval.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, Ranking of Proposals for District Engineering Services and Authorizing to Issue Notice of Intent to Award And Enter Negotiations with Appian Engineering, was approved.

**SEVENTH ORDER OF BUSINESS**

**Staff Reports**

**A. Attorney**

Ms. Sandy reported that they had filed for validation of bonds and the validation hearing was set for March 27, 2023.

**B. Engineer**

Mr. Stacey had nothing further for the Board.

**C. District Manager’s Report**

Mr. Flint had nothing further for the Board and financial statements should be available in the next agenda.

**EIGHTH ORDER OF BUSINESS**

**Other Business**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Supervisors Requests and Audience Comments**

There being none, the next item followed.

**TENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Iorio asked for a motion of adjournment.

On MOTION by Mr. Beasley, seconded by Mr. Owen, with all in favor, the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# SECTION V

## UNIFORM COLLECTION AGREEMENT

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THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT ("District"), whose address is 219 East Livingston Street, Orlando, FL 32801, and Honorable David W. Jordan, in his capacity as the Lake County Tax Collector, ("Tax Collector"), whose address is Lake County Tax Collector's Office, 320 W. Main Street, Tavares, Florida 32778.

### SECTION I: Findings and Determinations.

The parties find and determine:

1. The District, pursuant to the provisions of Chapter 190, Florida Statutes, is authorized to impose and levy, and by appropriate resolution (Resolution 2023-30) has expressed its intent to use the statutory uniform methodology of collection for certain non-ad valorem assessments which include benefit and maintenance assessments and assessments for the acquisition, construction, or reconstruction of assessable improvements, as authorized by constitutional and statutory home rule and by Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code.
2. The term "Assessment" means those certain levies by the District, which purport to constitute non-ad valorem special assessments for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. A non-ad valorem special assessment is lienable under Section 4, Article X, Florida Constitution, if it results in a special benefit peculiar to the parcels of property involved, over and above general community benefit, as a result of a logical connection to the property involved from the system, facility and service provided by the District and if it is apportioned to the property fairly and reasonably.
3. The uniform statutory collection methodology is provided in Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code ("uniform methodology"), with its enforcement provisions, including the use of tax certificates and tax deeds for enforcing against any delinquencies.
4. The uniform methodology is more fair to the delinquent property owner than traditional lien foreclosure methodology.
5. The uniform methodology provides for more efficiency of collection by virtue of the Assessment being on the official tax notice issued by the Tax Collector, which will produce positive economic benefits to the District and its citizens and taxpayers.
6. The uniform methodology, through use of the official tax notice, will tend to eliminate confusion and promote local government accountability.

7. The Tax Collector, as the state constitutional officer for the Lake County political subdivision, is charged by general law in Chapter 197, Florida Statutes, and related rules and regulations to function as the agent of the Florida Department of Revenue for purposes of the uniform methodology for the Assessment.

8. The sole and exclusive responsibility to determine, impose and levy the Assessment and to determine that it is a legal, constitutional and lienable non-ad valorem special assessment is that of the District and no other person, entity or officer.

### **SECTION II: General.**

1. Section 2, Article VIII, Florida Constitution; Section 166.021, Florida Statutes; Sections 197.3631, 3632 and 3635, Florida Statutes; Rule 12D-18, Florida Administrative Code, and all other applicable provisions of constitutional and statutory law govern the exercise by the District of its local self-government power to render and pay for municipal services.

2. Section 1(d), Article VIII, Florida Constitution; Chapter 197, Florida Statutes; Rule 12D-13, Florida Administrative Code; Rule 12D-18, Florida Administrative Code, and other applicable provisions of constitutional and statutory law apply to the Tax Collector in his capacity as a state constitutional county officer and agent of the Florida Department of Revenue for the purpose of collecting and enforcing the collection of non-ad valorem special assessments levied by the District, an independent special district.

3. Section 197.3631, Florida Statutes, constitutes supplemental authority for the District to levy non-ad valorem assessments including such non-ad valorem special assessments as the Assessment for paying principal and interest on any and all its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements.

4. Section 197.3632, Florida Statutes, and Rule 12D-18, Florida Administrative Code, have provisions that apply both to the District and to the Tax Collector in and for Lake County, as well as the Department of Revenue.

### **SECTION III: Purpose.**

The purpose of this Agreement under Rule 12D-18, Florida Administrative Code, is to establish the terms and conditions under which the Tax Collector shall collect and enforce the collection of certain non-ad valorem special assessments, the Assessment, levied by the District to include compensation by the District to the Tax Collector for the cost of collection pursuant to Section 197.3632(8)(c), Florida Statutes and payment by the District of any costs involved in separate mailings because of non-merger of any non-ad valorem special assessment roll as certified by the District or its designee, pursuant to Section 197.3632(7), Florida Statutes; and reimbursement by the District for necessary administrative costs, including, but not limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage and programming which attend all of the collection and enforcement duties imposed upon the Tax Collector by the

uniform methodology, as provided in section 197.3632(2), Florida Statutes.

#### **SECTION IV: Term.**

The term of this Agreement shall commence upon execution, effective for the 2023 tax notice purposes, and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the District shall inform the Tax Collector, as well as the Property Appraiser and the Department of Revenue by January 10 of each calendar year, if the District intends to discontinue to use the uniform methodology for such Assessment pursuant to Section 197.3632(6), Florida Statutes, and Rule 12D-18.006(3), Florida Administrative Code, using Form DR-412 promulgated by the Florida Department of Revenue. Either party may terminate this Agreement for convenience with thirty (30) days written notice to the other parties.

#### **SECTION V: Duties and Responsibilities of the District.**

The District agrees, covenants and contracts to:

1. Provide the Tax Collector with a certified copy of the Resolution expressing the intent to utilize the uniform method, a copy of the newspaper advertisement, and a certification of proof of publication.
2. Compensate the Tax Collector for the actual costs of collection, not to exceed two (2) percent, on the amount of the Assessment collected under the uniform methodology, pursuant to Sections 197.3632(8)(c), 192.091(2)(b)2, Florida Statutes, and 12D-18.004(2), Florida Administrative Code.
3. To pay for or alternatively to reimburse the Tax Collector for any separate tax notice necessitated by the inability of the Tax Collector to merge the non-ad valorem special assessment roll certified by the District pursuant to Section 197.3632(7), Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
4. The District shall be directly responsible for any requirements and costs associated with advertising relating to implementation of the uniform non-ad valorem special assessment law pursuant to Sections 197.3632 and 197.3635, Florida Statutes, and Rule 12D-18.004(2), Florida Administrative Code.
5. By September 15 of each calendar year, the District shall certify, using DR Form 408A, to the Tax Collector the non-ad valorem special assessment roll on compatible electronic medium, tied to the property parcel identification number and otherwise in conformance with the ad valorem tax rolls submitted by the Property Appraiser in July to the Department of Revenue. The District or its agent on behalf of the District shall post the non-ad valorem special assessment for each parcel on the said non-ad valorem special assessment roll and shall exercise its responsibility that such non-ad valorem special



assessment roll be free of errors and omissions. Section 197.3632(5), Florida Statutes, and Rule 12D-18.006, Florida Administrative Code.

6. The District agrees to abide by and implement its duties in connection with or related to the uniform methodology pursuant to all the provisions of Sections 197.3632 and 197.3635, Florida Statutes, or its successor of statutory provisions and all applicable State and Federal laws, regulations and rules.

7. The District acknowledges that the Tax Collector has no duty, authority or responsibility in the imposition and levy of any non-ad valorem special assessments, including the District's Assessment and that it is the sole responsibility and duty of the District to follow all procedural and substantive requirements for the levy and imposition of constitutionally lienable non-ad valorem special assessments, including the Assessment.

### **SECTION VI: Duties of the Tax Collector.**

1. The Tax Collector shall merge timely the legally certified Assessment roll of the District with all non-ad valorem special assessment rolls, merge said rolls with the tax roll, prepare a collection roll and prepare a combined notice (the tax notice) for both ad valorem taxes and non-ad valorem special assessments for all levying authorities (all the local governments) within the county political subdivision, pursuant to sections 197.3632 and 197.3635, Florida Statutes, and its successor provisions and any applicable rules, and their successor rules, promulgated by the Department of Revenue, and in accordance with any specific ordinances or resolutions adopted by the District, so long as said ordinances and resolutions shall themselves each and every one clearly state intent to use the uniform method for collecting such assessments and so long as they are further not inconsistent with, or contrary to, the provisions of sections 197.3632 and 197.3635, Florida Statutes, and their successor provisions, and any applicable rules.

2. The Tax Collector shall collect the Assessments of the District as certified by the Chairman of the District Board of Supervisors, or his or her designee, to the Tax Collector no later than September 15 of each calendar year on compatible electronic medium, tied to the property identification number for each parcel, and in the format used in July by the Property Appraiser for the ad valorem rolls submitted to the Department of Revenue, using DR Form 408A, and free of errors and omissions.

3. The Tax Collector agrees to cooperate with the District in implementation of the uniform methodology for collecting Assessments pursuant to sections 197.3632 and 197.3635, Florida Statutes, and any successor provisions and applicable rules. The Tax Collector shall not accept any non-ad valorem special assessment roll for the "Assessments" of the District that is not officially, timely and legally certified to the Tax Collector pursuant to Chapter 197, Florida Statutes, and Rule 12D-18, Florida Administrative Code.

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

5. If the Tax Collector determines that a separate mailing is authorized pursuant to section 197.3632(7), Florida Statutes, and any applicable State laws, regulations and rules, and any successor provision to said laws, regulations or rules, the Tax Collector shall either mail a separate notice of the particular non-ad valorem special assessment or shall direct the District to mail such a separate notice. In making this decision, the Tax Collector shall consider all costs to the District and to the taxpayers of such a separate mailing as well as the adverse effect to the taxpayers of delay in multiple notices. Tax Collector shall have sole discretion in making such decision. If such a separate mailing is affected, the District shall bear all costs associated with the separate notice for the non-ad valorem special assessment that could not be merged, upon timely billing by the Tax Collector.

### **SECTION VII: Miscellaneous Provisions.**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.

2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein and may not be amended, modified or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is found to be invalid, altering substantially the benefits of the Agreement for either of the parties or rendering the statutory and regulatory obligations unperformable.

3. This Agreement shall be governed by the laws of the State of Florida.

4. In the event that either party retains an attorney relating to a dispute between the parties to this Agreement, the prevailing party shall be entitled to collect from the non-prevailing party, all attorney's fees and costs incurred in connection therewith (including all levels of appeal, administrative proceedings and alternative dispute resolution proceedings).

5. Any written notice associated with this Agreement shall be given to the parties at the following addresses or such other place or person as each of the parties shall designate by similar notice:

a. As to the Tax Collector:

David W. Jordan  
Lake County Tax Collector  
320 West Main Street  
P.O. Box 327

Tavares, Florida 32778

b. As to the District:

Hicks Ditch Community Development District  
219 East Livingston Street  
Orlando, FL 32801

IN WITNESS WHEREOF, the parties hereunto have made and executed this Agreement on the respective dates under each signature: HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT through its BOARD OF SUPERVISORS, signing by and through its Chairman, on \_\_\_\_ of \_\_\_\_\_, 2023, and David W. Jordan, Lake County Tax Collector, duly authorized to execute same.

ATTEST:

DAVID W. JORDAN, LAKE COUNTY  
TAX COLLECTOR

\_\_\_\_\_  
Christina Hasley

By: \_\_\_\_\_  
David W. Jordan

Date: \_\_\_\_\_

ATTEST:

HICKS DITCH COMMUNITY  
DEVELOPMENT DISTRICT

\_\_\_\_\_  
District Manager

By: \_\_\_\_\_  
Chairman

Date: \_\_\_\_\_

# SECTION VI

**UNIFORM COLLECTION AGREEMENT**  
**BETWEEN THE LAKE COUNTY PROPERTY APPRAISER**  
**AND HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the **HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**, a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 219 East Livingston Street, Orlando, 32801 (the “District”), and the **LAKE COUNTY PROPERTY APPRAISER**, a Constitutional Officer of the State of Florida, whose address is 320 West Main St. Suite A, Tavares, Florida 32778 (the “Property Appraiser”).

**WITNESSETH:**

**WHEREAS**, the District is authorized to impose non-ad valorem assessments and by resolution has elected to use the uniform method of collecting such assessments as authorized by Section 197.3632, Florida Statutes; and

**WHEREAS**, the uniform method will provide an efficient method of collection of non-ad valorem assessments levied by the District; and

**WHEREAS**, Section 197.3632(2), Florida Statutes, provides that the District shall enter into a written agreement with the Property Appraiser, for reimbursement of necessary administrative costs incurred under Section 197.3632, Florida Statutes.

**NOW THEREFORE**, in consideration of the foregoing, the parties agree as follows:

**SECTION 1. PURPOSE.** The purpose of this Agreement is to establish the terms and conditions under which the Property Appraiser shall assess the District non-ad valorem assessments, and to require that the District reimburse the Property Appraiser for necessary administrative costs pursuant to Section 197.3632, Florida Statutes. These expenses shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming.

**SECTION 2. TERM.** The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each, unless the District shall inform the Property Appraiser, as well as the Tax Collector and the Department of Revenue by January 10 of each calendar year, if the District intends to discontinue to use the uniform methodology for its assessments pursuant to Section 197.3632 (6), Florida Statutes.

**SECTION 3. COMPLIANCE WITH LAWS AND REGULATIONS.** The parties shall abide by all statutes, ordinances, rules and regulations pertaining to the levy and collection of the District non-ad valorem assessments, including those now in effect and hereafter adopted. To the extent permitting by §768.28, Florida Statutes, and without waiving sovereign immunity, the District shall hold the Property Appraiser harmless for any mistakes the District makes in levying its non-ad valorem special assessments, noticing, and implementing of the uniform collection methodology procedures. In the event of lawsuits filed by District taxpayers, the District agrees to support a motion to dismiss the Property Appraiser from the case. The Property Appraiser has no involvement with either the levy of the non-ad valorem special assessments or with the proper notices and procedures required of the District in adhering to the uniform collection methodology procedure.

**SECTION 4. RESPONSIBILITY OF THE DISTRICT**

- a. The District agrees to reimburse the Property Appraiser for necessary administrative costs incurred pursuant to Section 197.3632, Florida Statutes. Administrative costs shall include, but not be limited to, those costs associated with personnel, forms, supplies, data processing, computer equipment, postage, and programming. The District shall only compensate the Property Appraiser for the actual cost of imposing the District's non-ad valorem assessments, which include all its benefit and maintenance assessments, as may be billed to the District in a timely manner.
- b. The District is responsible for necessary advertising relating to the non-ad valorem assessment program.
- c. By September 15<sup>th</sup> of each year the District shall certify a non-ad valorem assessment roll on compatible electronic medium to the Tax Collector. The District shall post the non-ad valorem assessment for each parcel on the non-ad valorem assessment roll to be certified. It is the responsibility of the District to ensure that such roll be free of errors and omissions. If the Property Appraiser discovers errors and omissions on such roll, he may request the District to file a corrected roll or a correction of the amount of any assessment. The District shall bear the cost of any such error and omission.
- d. The District agrees to cooperate with the Property Appraiser in implementation of the uniform method of collecting non-ad valorem assessments pursuant to, and consistent with all of the provisions of Section 197.3632 and 197.3635, Florida Statutes, or its successor provisions.

- e. The District shall supply to the Property Appraiser a written boundary description of the area within which the non-ad valorem assessments are to be imposed. The Property Appraiser will impose a fee based on actual cost for mapping and programming time in excess of one (1) hour; not to exceed \$100.00 annually, plus an annual fee for the data file; also known as the CRA or non-ad valorem NAL (name, address, legal) file; not to exceed \$100.00.
- f. The Property Appraiser has determined that the total costs referenced in this Agreement and associated with the District's utilization of the Uniform Method shall not exceed \$200.00 annually.

**SECTION 5. RESPONSIBILITY OF PROPERTY APPRAISER.**

The Property Appraiser shall provide any information or services required of the Property Appraiser by §197.3632(3)(b). The Property Appraiser is unable to utilize the Truth in Millage statement mailed annually to taxpayers for providing notice of non-ad valorem assessments under this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

**LAKE COUNTY PROPERTY APPRAISER**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Carey Baker

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_

WITNESS

**HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

# SECTION VII



**NONDISCLOSURE AGREEMENT  
FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE  
UNDER CHAPTER 119, FLORIDA STATUTES**

**BETWEEN THE LAKE COUNTY PROPERTY APPRAISER  
AND HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**

**THIS NONDISCLOSURE AGREEMENT FOR INFORMATION EXEMPT FROM PUBLIC DISCLOSURE UNDER CHAPTER 119, FLORIDA STATUTES (“Agreement”)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by and between the **HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**, (the “Authority”) a unit of special purpose government created pursuant to Chapter 190, Florida Statutes, as amended, whose address is 219 East Livingston Street, Orlando, Florida 32801, and the **LAKE COUNTY PROPERTY APPRAISER**, (the “Property Appraiser”) a Constitutional Officer of the State of Florida, whose address is 320 West Main St. Suite A, Tavares, Florida 32778.

**SECTION I  
Findings and Determinations**

The parties find and determine:

1. The Property Appraiser has the statutory responsibility to list and appraise all real and tangible personal property in the County each year for purposes of ad valorem taxation. During the normal course of business, the Property Appraiser acquires, stores, and maintains an abundance of property and ownership information, some of which is exempt from public disclosure; and
2. In order to carry out its duties related to the production of non-ad valorem assessments; the delivery of a non-ad valorem tax roll to the Lake County Tax Collector; perform analysis using value and land data, and to provide certain necessary municipal functions, the Authority requires certain property and ownership information held by the Property Appraiser for properties within the city’s jurisdictional boundary.

**SECTION II  
Applicable Law and Regulations**

1. Chapter 119, Florida Statutes, provides that any records made or received by any public agency in the course of its official business are available for inspection, unless specifically exempted by the Florida Legislature; and
2. Section 119.071, Florida Statutes, contains multiple exemptions from disclosure under the mandatory access requirement of section 119.07(1), Florida Statutes. Under section 119.071(4)(d)3., Florida

Statutes, an agency that is not the employer of, but is the custodian of records pertaining to, one of the persons enumerated in section 119.071(4)(d), Florida Statutes, is required to maintain such person's exemption if the person or his or her employing agency submits a written request to the custodian; and

3. Section 119.071(4)(d), Florida Statutes, defines "Home Addresses" to mean the dwelling location at which an individual resides and includes the physical address, mailing address, street address, parcel identification number, plot identification number, legal property description, neighborhood name and lot number, GPS coordinates, and any other descriptive property information that may reveal the home address; and
4. The Office of the Attorney General of Florida ("Attorney General") released Advisory Legal Opinion 2017-05 on November 22, 2017 that noted a clear distinction is made between public records that are "exempt" from disclosure and records that are "confidential." "If information is made confidential in the statutes, the information is not subject to inspection by the public and may only be released to the persons or organizations designated in the statute.... If records are not confidential but are only exempt from the Public Records Act, the exemption does not prohibit the showing of such information." Based upon this distinction, the Attorney General concluded that when there is a statutory or substantial policy need for information that is otherwise exempt from disclosure under the Public Records Act, the information should be made available to the requesting agency or entity. The Attorney General also noted that there is nothing in Chapter 119, Florida Statutes, indicating that an exempt address loses its exempt status by being shared with another agency.

### **SECTION III**

#### **Purpose**

1. The purpose of this Agreement is to facilitate the transfer between the Property Appraiser and the Authority of data elements maintained by the Property Appraiser that constitute Home Address as defined and that are exempt under Chapter 119, Florida Statutes, for which the Property Appraiser has received a request to withhold such Home Addresses from disclosure pursuant to Section 119.071(4)(d)3., Florida Statutes ("Exempt Home Addresses"); and
2. To ensure that Exempt Home Addresses retain their exempt status, and are withheld from disclosure in accordance with applicable law, once in the Authority's possession.

### **SECTION IV**

#### **Term**

1. The term of this Agreement shall commence upon execution and shall continue and extend uninterrupted from year-to-year, automatically renewed for successive periods not to exceed one (1) year each; and
2. Either party has the right to terminate this Agreement by giving at least 30 days' notice in writing to the other party to expire at the end of the initial or last renewal term.

**SECTION V**  
**Duties and Responsibilities of Property Appraiser**

1. The Property Appraiser agrees to provide the Exempt Home Addresses in the same manner that it provides other non-exempt property and ownership information; and
2. The Property Appraiser agrees to clearly identify which properties contain Exempt Home Addresses. This information will be conveyed in the data file(s) using a field named NPR. The NPR field will contain a "1" if the parcel has an Exempt Home Address. Otherwise, the NPR field will contain a "0".

**SECTION VI**  
**Duties and Responsibilities of the Authority**

1. The Authority agrees that Exempt Home Addresses will retain their exempt status once in its possession; and
2. To the extent permitted by applicable law, the Requesting Entity agrees to withhold from public disclosure Exempt Home Addresses or Names as outlined pursuant to Florida Statute 119.071(4) and Florida Statute 493, and as otherwise identified by the Property Appraiser pursuant to Section V, above.

**SECTION VII**  
**Miscellaneous**

1. The parties shall perform all their obligations under this Agreement in accordance with good faith and prudent practice.
2. If either party receives any letter, action, suit or investigation from a non-party to this Agreement regarding the withholding of the Exempt Home Addresses pursuant to this Agreement, the other party shall cooperate and assist the other parties in this agreement in defending claims to such Exempt Home Addresses. The parties agree that neither party shall be entitled to any additional fees and/or compensation for their cooperation and assistance under this paragraph of the Agreement.

3. Each party, as a state agency or political subdivision as defined by Florida Statute § 768.28, shall indemnify each other party and defend and hold it harmless as to any claim, judgment or damage award whatsoever arising out of or related to that indemnifying party's own negligent or wrongful acts or omissions, to the extent permitted by law, and subject to the dollar limitations set forth in Florida Statute § 768.28. The parties understand that pursuant to Florida Statute § 768.28(19), no party is entitled to be indemnified or held harmless by another party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable, and each party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9). The parties to this Agreement do not intend that this Agreement benefit any third party, and nothing herein should be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement.
4. This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein and may not be amended, modified, or rescinded unless otherwise provided in this Agreement, except in writing and signed by all the parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision found to be invalid alters substantially the benefits or the Agreement for either of the parties or renders the statutory and regulatory obligations unable to be performed. All prior agreements between the parties hereto, addressing the matters set forth herein, are hereby terminated and superseded by this Agreement.
5. This Agreement shall be governed by the laws of the State of Florida.
6. Written notice shall be given to the parties at the following addresses, or such other place or person as each of the parties shall designate by similar notice:

**As to Property Appraiser:**

The Honorable Carey Baker,  
Lake County Property Appraiser  
320 W. Main St. Suite A  
Tavares, FL 32778

**As to the Authority:**

HICKS DITCH Community Development District  
219 East Livingston Street  
Orlando, FL 32801

IN WITNESS WHEREOF, the parties have hereunto set, their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

WITNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**LAKE COUNTY PROPERTY APPRAISER**

By: \_\_\_\_\_  
Carey Baker

Date: \_\_\_\_\_

WITNESS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

**HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

# SECTION VIII

**RESOLUTION 2023-35**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT PROVIDING FOR AND AUTHORIZING THE USE OF ELECTRONIC DOCUMENTS AND SIGNATURES; ADOPTING AND IMPLEMENTING ELECTRONIC DOCUMENT CONTROL PROCESSES AND PROCEDURES; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Hicks Ditch Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated within Lake County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to construct, install, operate, and/or maintain systems and facilities for certain basic infrastructure; and

**WHEREAS**, Chapter 190, *Florida Statutes* authorizes the District Board of Supervisors, to enter into various contracts for the purposes set forth therein; and

**WHEREAS**, the District Board of Supervisors finds that it is the interest of the District and its residents to reduce waste, costs, and to enhance services; and

**WHEREAS**, the District Board of Supervisors recognizes that the Florida Legislature, through the passage of the Electronic Signature Act of 1996, codified in Chapter 668, *Florida Statutes* (“Act”), intended to, among other goals, facilitate economic development and efficient delivery of government services by means of reliable electronic messages and foster the development of electronic commerce through the use of electronic signatures to lend authenticity and integrity to writings in any electronic medium; and

**WHEREAS**, the District Board of Supervisors wishes to further these goals through the use of electronic documents and signatures.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2. FORCE AND EFFECT OF ELECTRONIC DOCUMENTS AND SIGNATURES.** Unless otherwise provided by law, electronic documents and signatures submitted to and on behalf of the District may be used for all purposes and shall have the same force and effect as printed documents and manual signatures.

**SECTION 3. AUTHORIZING UTILIZATION OF ELECTRONIC SIGNATURES AND DOCUMENTS.** All contractors and personnel associated with the District are hereby authorized and encouraged to utilize electronic documents and signatures when reasonably practicable and as permitted by law. The District Manager is authorized and directed to obtain the provision of electronic document services or platforms offered by nationally recognized third party vendors that increase the efficiency of the District's operations.

**SECTION 4. CONTROLS PROCESSES AND PROCEDURES.** The District Board of Supervisors hereby authorizes and directs the District Manager to create and implement control processes and procedures consistent with Florida Law to ensure adequate integrity, security, confidentiality, and auditability of all transactions conducted using electronic commerce.

**SECTION 5. SEVERABILITY.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6. EFFECTIVE DATE.** This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this \_\_\_\_ day of February 2023.

ATTEST:

**HICKS DITCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair



# SECTION IX

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES** (the “**Agreement**”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between:

**HICKS DITCH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Eustis, Florida, with a mailing address c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (“**District**”); and

**APIAN ENGINEERING, LLC**, a Florida limited liability company, with a mailing address of 2221 Lee Road, Suite 27, Winter Park, Florida, 32789 (“**Engineer**,” and together with the District, the “**Parties**”).

**RECITALS**

**WHEREAS**, the District is a local unit of special purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the City Commission of the City of Eustis, Florida; and

**WHEREAS**, the District is authorized to plan, finance, construct, install, acquire and/or maintain improvements, facilities and services in conjunction with the development and maintenance of the lands within the District; and

**WHEREAS**, pursuant to Sections 190.033 and 287.055, *Florida Statutes*, the District solicited qualifications from qualified firms and individuals to provide professional engineering services to the District on a continuing basis; and

**WHEREAS**, Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, on January 25, 2023, the District's Board of Supervisors (the “**Board**”) ranked Engineer as the most qualified firm to provide professional engineering services for the District and authorized the negotiation of a contract pursuant to Section 287.055, *Florida Statutes*; and

**WHEREAS**, the District intends to employ Engineer to perform engineering, surveying, planning, construction administration, environmental management and permitting, financial and economic studies, as defined by a separate work authorization; and

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

**NOW, THEREFORE**, for and in consideration of the mutual covenants herein contained, the acts and deeds to be performed by the parties hereto and the payments by the District to the Engineer of the sums of money herein specified, it is mutually covenanted and agreed as follows:

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

**ARTICLE 2. SCOPE OF SERVICES.**

**A.** The Engineer will provide general engineering services for the District, including:

1. Preparation of any necessary reports and attendance at meetings of the Board.
2. Assisting in meeting with necessary parties involving bond issues, special reports, feasibility studies or other tasks.
3. Providing professional engineering services, including but not limited to, review and execution of documents under the District's Trust Indentures and monitoring of District projects.
4. Any other items requested by the Board.

**B.** Engineer shall, when authorized by the Board, provide general services related to construction of any District projects, including but not limited to:

1. Periodic visits to the site, or full-time construction management of District projects, as directed by District.
2. Processing of contractors' pay estimates.
3. Preparation of, and/or assistance with, the preparation of work authorizations, requisitions, change orders and acquisitions for review by the District Manager, District Counsel, and the Board.
4. Final inspection and requested certificates for construction, including the final certificate of construction.
5. Consultation and advice during construction, including performing all roles and actions required of any construction contract between District and any contractor(s) in which Engineer is named as owner's representative or "Engineer."
6. Any other activity related to construction as authorized by the Board.

**C.** With respect to maintenance of the facilities, Engineer shall render such services as authorized by the Board.

**ARTICLE 3. 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 which shall include the scope of services, compensation, project schedule, and special provisions or conditions specific to the service or project being authorized ("**Work Authorization**"). Authorization of services or projects under this Agreement shall be at the sole option of the District.

**ARTICLE 4. COMPENSATION.** It is understood and agreed that the payment of compensation for services under this Agreement shall be stipulated in each Work Authorization. One of the following methods will be utilized:

**A. Lump Sum Amount** – The District and Engineer shall mutually agree to a lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in Section 287.017 of the Florida Statutes for CATEGORY FOUR, the District shall require the Engineer 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. The price for any lump sum Work Authorization, and any additions thereto, will be adjusted to exclude any significant sums by which the District determines the Work Authorization

was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such adjustments must be made within one (1) year following the completion of the work contemplated by the lump sum Work Authorization.

- B. Hourly Personnel Rates** – For services or projects where the scope of services is not clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the rates outlined in **Exhibit A**, attached hereto and incorporated by this reference, shall apply. The District and Engineer may agree to a “not to exceed” amount when utilizing hourly personnel rates for a specific work authorization.

**ARTICLE 5. REIMBURSABLE EXPENSES.** Reimbursable expenses consist of actual expenditures made by Engineer, its employees, or its consultants in the interest of the services for the incidental expenses as listed as follows:

- A.** Expenses of transportation and living when traveling in connection with a project and fees paid for securing approval of authorities having jurisdiction over the project. All expenditures shall be made in accordance with Chapter 112, *Florida Statutes*, and with the District’s travel policy.
- B.** Expense of reproduction, postage and handling of drawings and specifications.

**ARTICLE 6. TERM OF AGREEMENT.** It is understood and agreed that the term of this Agreement will be from the time of execution of this Agreement by the parties hereto until terminated in accordance with its terms.

**ARTICLE 7. SPECIAL CONSULTANTS.** When authorized in writing by the District, additional special consulting services may be utilized by Engineer and paid for on a cost basis.

**ARTICLE 8. BOOKS AND RECORDS.** Engineer shall maintain comprehensive books and records relating to any services performed under this Agreement, which shall be retained by Engineer for a period of at least four (4) years from and after completion of any services hereunder, or such further time as required under Florida law. The District, or its authorized representative, shall have the right to audit such books and records at reasonable times upon prior notice to Engineer.

**ARTICLE 9. OWNERSHIP OF DOCUMENTS.**

- A.** All rights in and title to all plans, drawings, specifications, ideas, concepts, designs, sketches, models, programs, software, creation, inventions, reports, or other tangible work product originally developed by Engineer pursuant to this Agreement (the “**Work Product**”) shall be and remain the sole and exclusive property of the District when developed and shall be considered work for hire.
- B.** The Engineer shall deliver all Work Product to the District upon completion thereof, unless it is necessary for the Engineer in the District’s sole discretion to retain possession for a longer period of time. Upon early termination of the Engineer’s services hereunder, the Engineer shall deliver to the District all such Work Product, whether complete or not, upon payment of all outstanding balances due Engineer for Work Product. The District shall have all rights to use any and all Work Product. Engineer shall retain copies of the Work Product for its permanent records, provided the Work Product is not used without the District’s prior express written consent. The

Engineer agrees not to recreate any Work Product contemplated by this Agreement, or portions thereof, which if constructed or otherwise materialized, would be reasonably identifiable with the District. If said Work Product is used by the District for any purpose other than that purpose which is intended by this Agreement, the District shall indemnify Engineer from any and all claims and liabilities which may result from such re-use, in the event Engineer does not consent to such use.

- C. The District exclusively retains all manufacturing rights to all materials or designs developed under this Agreement. To the extent the services performed under this Agreement produce or include copyrightable or patentable materials or designs, such materials or designs are work made for hire for the District as the author, creator, or inventor thereof upon creation, and the District shall have all rights therein including, without limitation, the right of reproduction, with respect to such work. The Engineer hereby assigns to the District any and all rights the Engineer may have including, without limitation, the copyright, with respect to such work. The Engineer acknowledges that the District is the motivating factor for, and for the purpose of copyright or patent, has the right to direct and supervise, the preparation of such copyrightable or patentable materials or designs.

**ARTICLE 10. REUSE OF DOCUMENTS.** All documents including drawings and specifications furnished by Engineer pursuant to this Agreement are instruments of service. Such documents are not intended or represented to be suitable for reuse by District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by Engineer will be at the District's sole risk and without liability or legal exposure to Engineer. All documents including drawings, plans and specifications furnished by Engineer to District are subject to reuse in accordance with Section 287.055(10), *Florida Statutes*.

**ARTICLE 11. ESTIMATE OF COST.** Since 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, Engineer's opinions of probable cost provided as a service hereunder are to be made on the basis of its experience and qualifications and represent Engineer's best judgment as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinions of probable cost prepared by Engineer. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and justify additional fees.

**ARTICLE 12. INSURANCE.**

- A. Subject to the provisions of this Article, the Engineer shall, at a minimum, maintain throughout the term of this Agreement the following insurance:
  - 1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
  - 2. Commercial General Liability Insurance, including but not limited to, bodily injury (including contractual), property damage (including contractual), products and completed operations, and personal injury with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) per occurrence, and

not less than Two Million Dollars and No Cents (\$2,000,000.00) in the aggregate covering all work performed under this Agreement.

3. Automobile Liability Insurance, including without limitation bodily injury and property damage, including all vehicles owned, leased, hired, and non-owned vehicles with limits of not less than One Million Dollars and No Cents (\$1,000,000.00) combined single limit covering all work performed under this Agreement.
  4. Professional Liability Insurance for Errors and Omissions, with limits of not less than One Million Dollars and No Cents (\$1,000,000.00).
- B.** All insurance policies secured by Engineer pursuant to the terms of this Agreement shall be written on an “occurrence” basis to the extent permitted by law, except with respect to the Professional Liability Insurance which shall be on a claims-made basis.
- C.** The District and the District’s officers, supervisors, agents, staff, and representatives shall be named as additional insured parties, except with respect to the Worker’s Compensation Insurance and Professionally Liability Insurance for which only proof of insurance shall be provided. The Engineer shall furnish the District with the Certificate of Insurance evidencing compliance with the requirements of this Section. No certificate shall be acceptable to the District, unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the state of Florida
- D.** If the Engineer fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however), to secure such required insurance in which event, the Engineer shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District’s obtaining the required insurance.

**ARTICLE 13. 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 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 Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**ARTICLE 14. AUDIT.** Records of the 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. The Engineer agrees that the District or any of its duly authorized representatives shall have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement for a period of four (4) years or longer as required by law. 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 either (a) the completion of an audit and resolution of all questions arising therefrom, or (b) three years after the expenditure of all funds

under this Agreement, or (c) the public record retention period established by the District's records retention policy, whichever comes later.

**ARTICLE 15. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by the Engineer, shall comply with all applicable laws, ordinances, rules, regulations, and orders of any public or governmental authority having appropriate jurisdiction. If the Engineer fails to notify the District in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by any local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of the Engineer or any of its agents, servants, or employees, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order request to comply notice, or report of a violation or an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

**ARTICLE 16. COMPLIANCE WITH PROFESSIONAL STANDARDS.** In performing its obligations under this Agreement, the Engineer and each of its agents, servants, employees, or anyone directly or indirectly employed by Engineer, shall maintain the standard of care, skill, diligence, and professional competency for such work and/or services ordinarily used by members of the Engineer's profession practicing under similar circumstances at the same time and in the same locality. Any designs, drawings, reports, or specifications prepared or furnished by Engineer that contain errors, conflicts, or omissions will be promptly corrected by Engineer at no cost to the District.

**ARTICLE 17. INDEMNIFICATION.**

- A. The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold harmless the District, its officers, supervisors, agents, staff, and representatives from any and all liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct or errors or omissions of the Engineer and persons employed or utilized by the Engineer in the performance of this Agreement.
- B. Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to Section 768.28, *Florida Statutes*, or other applicable law. The District agrees, to the extent permitted by Section 768.28, *Florida Statutes*, and other applicable law, to indemnify and hold the Engineer harmless from any damage, liability or cost to the extent caused by the District's negligence, recklessness, or intentionally wrongful conduct of the District and persons employed or utilized by the District in the performance of this Agreement.
- C. The following shall apply only to the extent a limitation on liability is required by Section 725.06, *Florida Statutes*, or other applicable law: liability under this section shall in no event exceed the sum of Two Million Dollars (\$2,000,000). Engineer shall carry, at its own expense, insurance in a company satisfactory to District to cover the aforementioned liability. Engineer agrees such limitation bears a reasonable commercial relationship to the Agreement.
- D. Disclaimer of Consequential Damages - Notwithstanding anything to the contrary in this Agreement, the Parties shall have no liability to each other for indirect, consequential, or

special damages including, but not limited to, liability or damages for delays of any nature, loss of anticipated revenues or profits, costs of shutdown or startup.

**E. UNDER THIS AGREEMENT, AND SUBJECT TO THE REQUIREMENTS OF SECTION 558.0035, FLORIDA STATUTES, WHICH REQUIREMENTS ARE EXPRESSLY INCORPORATED HEREIN, AN INDIVIDUAL EMPLOYEE OR AGENT OF ENGINEER MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.**

**F.** In the event that any indemnification, defense, or hold harmless provision of this Agreement is determined to be unenforceable, the provision shall be reformed in accordance with the mutual intent of the Engineer and the District to provide indemnification, defense, and hold harmless provisions to the maximum effect allowed by Florida law and for the benefit of the Indemnites.

**ARTICLE 18. 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 19. INDEPENDENT CONTRACTOR.** In all matters relating to this Agreement, the District and the Engineer agree and acknowledge that the Engineer shall serve as an independent contractor of the District. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any Federal or State unemployment, insurance laws, or any other potentially applicable laws. The Engineer agrees to assume all liabilities or obligations by any one or more of such laws with respect to employees of the Engineer, if any, in the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District, unless set forth differently herein or authorized by vote of the Board.

**ARTICLE 20. CONTROLLING LAW.** The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. Venue for all proceedings with respect to this Agreement shall be Lake County, Florida.

**ARTICLE 21. NOTICE.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to Engineer:** Appian Engineering, LLC  
2221 Lee Road, Suite 27  
Winter Park, Florida 32789  
Attn: Major Stacy, P.E.



**B. If to District:** Hicks Ditch Community  
Development District  
219 E. Livingston Street  
Orlando, Florida 32801  
Attn: District Manager

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

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

**ARTICLE 22. PUBLIC RECORDS.** Engineer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Engineer agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, *Florida Statutes*. Engineer acknowledges that the designated public records custodian for the District is George Flint ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Engineer shall 1) keep and maintain public records required by the District to perform the Services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Engineer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the Agreement, transfer to the District, at no cost, all public records in Engineer's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Engineer, the Engineer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

**IF THE ENGINEER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE ENGINEER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 841-5524,**

**GFLINT@GMSCFL.COM, OR 219 E. LIVINGSTON STREET,  
ORLANDO, FLORIDA 32801.**

**ARTICLE 23. NO THIRD PARTY BENEFITS.** 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 24. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**ARTICLE 25. ASSIGNMENT.** Except as provided otherwise in this Agreement, neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Any purported assignment without such written consent is void. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants as Engineer deems appropriate and consistent with this Agreement.

**ARTICLE 26. CONSTRUCTION DEFECTS. ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

**ARTICLE 27. AMENDMENT.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing that is executed by both the District and the Engineer.

**ARTICLE 28. ARM'S LENGTH TRANSACTION.** This Agreement reflects the negotiated agreement of the District and the Engineer, 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.

**ARTICLE 29. TERMINATION.** The District may terminate this Agreement for cause immediately upon notice to Engineer. The District or the Engineer may terminate this Agreement without cause upon thirty (30) days' written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services, unless directed to do so in writing by the District. In the event of any termination or breach of any kind, the Engineer shall not be entitled to consequential damages of any kind (including but not limited to lost profits), but instead the Engineer's sole remedy will be to recover payment for services rendered to the date of the notice of termination, subject to any offsets.

**ARTICLE 30. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

**ARTICLE 31. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Engineer is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover from the other party all costs incurred, including reasonable attorney's fees, paralegal fees, expert witness fees, and costs at all judicial levels.

**ARTICLE 33. ACCEPTANCE.** Acceptance of this Agreement is indicated by the signatures of the authorized representatives of the District and the Engineer in the spaces provided below.

**ARTICLE 34. COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**(Signatures on Following Page)**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

**Attest:**

**HICKS DITCH COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairperson / Vice Chairperson,  
Board of Supervisors

**APPIAN ENGINEERING, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**EXHIBIT A:** Schedule of Rates

## EXHIBIT "A" HOURLY RATE SHEET

Principal / Expert Witness	\$250.00 / Hour
Sr. Project Manager	\$185.00 / Hour
Project Manager	\$165.00 / Hour
Sr. Engineer / Sr. Planner	\$150.00 / Hour
Sr. CADD Designer	\$135.00 / Hour
Project Engineer	\$120.00 / Hour
Project Planner	\$110.00 / Hour
Engineer III	\$105.00 / Hour
Engineer II	\$95.00 / Hour
CADD Designer	\$85.00 / Hour
Permitting Administrator	\$80.00 / Hour
Jr. Engineer	\$80.00 / Hour
CADD Technician / Operator	\$70.00 / Hour
Administrative Assistant	\$65.00 / Hour
Engineering Intern	\$55.00 / Hour
Word Processor / Secretary	\$55.00 / Hour
Mileage	\$0.625/mile + 15%
Tolls	Actual Cost + 15%
Copies (In-House)	
B&W 8.5 x 11	\$0.25 / page
8.5 x 14	\$0.30 / page
11 x 17	\$0.40 / page
12 x 18	\$0.65 / page
Color 8.5 x 11	\$1.00 / page
8.5 x 14	\$1.35 / page
11 x 17	\$1.75 / page
12 x 18	\$2.00 / page
Out of House Prints (Full Submittals, Reports, and Spec Books, etc.)	Actual Cost + 15%
Shipping/Overnight Parcels/Postage	Actual Cost + 15%
Immediate Courier Service	Actual Cost + 15%
Application / Permits Fees	Actual Cost
Sub-Consultant Services / Fees	Actual Cost + 15%
Reference Data (Codes, Maps, Aerials, etc.)	Actual Cost + 15%
Equipment / Specialty Rentals	Actual Cost + 15%

THESE HOURLY RATES ARE VALID THROUGH October 31, 2023