Panama City North
Community Development District

Meeting Agenda

September 29, 2026

AGENDA

Panama City North
Community Development District

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

September 22, 2026

Board of Supervisors Meeting
Panama City North Community Development District

Dear Board Members:

A meeting of the Board of Supervisors of the **Panama City North Community Development District** will be held on **Tuesday, September 29, 2026** at **11:00 AM (CDT – Local Time) / 12:00 PM (EDT)** at the **Offices of Panhandle Engineering, 600 Ohio Avenue, Lynn Haven, FL 32444.**

Zoom Video Link: https://us06web.zoom.us/j/85876058489
Call-In Information: 1-646-876-9923
Meeting ID: 858 7605 8489

Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period (Public Comments will be limited to three (3) minutes each)
3. Approval of Minutes of the July 29, 2026 Organizational Meeting and Landowners' Meeting
4. Public Hearings
    A. Public Hearing on the Imposition of Special Assessments
        i. Presentation of Engineer's Report
        ii. Presentation of Master Assessment Methodology
        iii. Consideration of Resolution 2026-33 Levying Special Assessments
        iv. Consideration of Master Notice of Special Assessments
    B. Public Hearing on the District's Use of the Uniform Method of Levying, Collection, and Enforcement of Non-Ad Valorem Assessments
        i. Consideration of Resolution 2026-34 Expressing the District's Intent to Utilize the Uniform Method of Collection
    C. Public Hearing on the Adoption of the Fiscal Year 2025/2026 Budget & the Fiscal Year 2026/2027 Budget
        i. Consideration of Resolution 2026-35 Adopting the District's Fiscal Year 2025/2026 Budget & Fiscal Year 2026/2027 Budget and Appropriating Funds

D. Public Hearing on the Adoption of Rules of Procedure and Amenity Rates & Disciplinary Rules for the District
    i. Consideration of Resolution 2026-36 Adopting Rules of Procedure and Amenity Rates & Disciplinary Rules for the District
5. Consideration of Resolution 2026-37 Designation of Regular Monthly Meeting Date, Time, and Location for Fiscal Year 2027 Meetings
6. Review and Ranking of Proposals for District Engineering Services and Selection of a District Engineer
7. Ratification of Construction Funding Agreement
8. Ratification of Work Authorizations #1 through #5
9. Staff Reports
    A. Attorney
    B. Engineer
    C. District Manager's Report
        i. Presentation of Funding Requests #2 and #3
10. Other Business
11. Supervisors Requests and Audience Comments
12. Adjournment

MINUTES

MINUTES OF MEETING
PANAMA CITY NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Landowners meeting of the Board of Supervisors of the Panama City North Community Development District was held **Wednesday July 29, 2026,** at 2:01 p.m. at the Offices of Panhandle Engineering, 600 Ohio Avenue, Lynn Haven, Florida.

Present for the meeting were:

Andrew Rhinehart
Albert S. Cassidy
Nicholas Rhinehart
Matthew Cassidy
Austin Childree
Jill Burns
Jennifer Kilinski
Chris Forehand
Jason Gonzalez *by Zoom*
Doug Crook

FIRST ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Ms. Burns stated Al Cassidy is authorized on behalf of the landowner entity. There are five seats up for election.

SECOND ORDER OF BUSINESS **Call to Order**

Ms. Burns called the meeting to order.

THIRD ORDER OF BUSINESS **Election of Chairman for the Purpose of Conducting the Landowners' Meeting**

Ms. Burns noted that she will act as Chair for the purpose of conducting the meeting.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisor**

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Mr. Cassidy nominated Andrew Rhinehart with 100 votes, Albert S. Cassidy with 100 votes, Nicholas Rhinehart with 50 votes, Matthew Cassidy with 50 votes and Austin Childree with 50 votes.

SIXTH ORDER OF BUSINESS **Ballot Tabulation**

Ms. Burns stated Andrew Rhinehart and Albert S. Cassidy will serve a four-year term and the remaining Supervisors will serve a two-year term.

SEVENTH ORDER OF BUSINESS **Landowner's Questions and Comments**

There being no comments or questions, the next item followed.

EIGHTH ORDER OF BUSINESS **Adjournment**

Ms. Burns adjourned the meeting.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

MINUTES OF MEETING
PANAMA CITY NORTH
COMMUNITY DEVELOPMENT DISTRICT

The Organizational meeting of the Board of Supervisors of the Panama City North Community Development District was held **Wednesday**, **July 29, 2026,** at 2:05 p.m. at the Offices of Panhandle Engineering, 600 Ohio Avenue, Lynn Haven, Florida.

Present and constituting a quorum:

Andrew Rhinehart	Appointed as Chairman
Albert S. Cassidy	Appointed as Vice Chairman
Nicholas Rhinehart	Appointed as Assistant Secretary
Matthew Cassidy	Appointed as Assistant Secretary
Austin Childree	Appointed as Assistant Secretary

Also present were:

Jill Burns	District Manager, GMS
Jennifer Kilinski *by Zoom*	District Counsel, KVW
Jason Gonzalez *by Zoom*	Bond Counsel, Greenberg Traurig
Chris Forehand	District Engineer, Panhandle Engineering
Doug Crook	District Engineer, Panhandle Engineering

FIRST ORDER OF BUSINESS **Introduction**

A. Call to Order

Ms. Burns called the meeting to order and called roll. Five Board members were in attendance constituting a quorum.

B. Public Comment Period

Ms. Burns stated there were no members of the public present at this time.

C. Oath of Office

Ms. Burns administered the oath of office to Andrew Rhinehart, Albert S. Cassidy, Nicholas Rhinehart, Matthew Cassidy, and Austin Childree.

SECOND ORDER OF BUSINESS **Organizational Matters**

A. Confirmation of Notice of Meeting

Ms. Burns confirmed the notice for this meeting has run in the paper.

B. Information on Community Development Districts and Public Official Responsibilities and Florida Statutes Chapter 190

Ms. Kilinski stated she will send the welcome package to Board members which contains information about public records, sunshine law, chapter 112 code of ethics and other information about the District. She reviewed the sunshine law and public records law. She spoke about form 8B for Supervisor Childree as needed.

C. Election of Officers

1. Consideration of Resolution 2026-01 Electing Officers

Ms. Burns stated Andrew Rhinhart will be Chair, Albert S. Cassidy will be Vice Chair and Nicholas Rhinehart, Matthew Cassidy and Austin Childree will be Assistant Secretaries. Herself – Jill Burns will be Secretary and George Flint in her office will be an Assistant Secretary as well.

> On MOTION by Mr. Andrew Rhinehart, seconded Mr. Childree, with all in favor, Resolution 2026-01 Electing Officers as slated above, was approved.

2. Consideration of Resolution 2026-02 Appointing Treasurer and Assistant Treasurer

Ms. Burns stated this would appoint George Flint, Katie Costa and Darrin Mossing as the Treasurer and Assistant Treasurers.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-02 Appointing Officers Treasurer and Assistant Treasurer, was approved.

3. Consideration of Resolution 2026-03 Canvassing and Certifying the Results of the Landowners' Election

Ms. Burns noted the landowner's election was held prior to the start of this meeting so the results will be filled in from that landowner's election that the five Supervisors were elected and sworn in.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-03 Canvassing and Certifying the Results of the Landowners' Election, was approved.

THIRD ORDER OF BUSINESS Consent Agenda

- **A. Consideration of Contract for District Management Services**
  - **1. Consideration of Resolution 2026-04 Appointing District Manager**
- **B. Consideration of Contract for District Counsel Services**
  - **1. Consideration of Resolution 2026-05 Appointing District Counsel**
- **C. Consideration of Resolution 2026-06 Selection of Registered Agent and Office**
- **D. Consideration of Resolution 2026-07 Appointing Interim District Engineer**
- **E. Consideration of Interim District Engineering Agreement**
- **F. Request Authorization to Issue RFQ for Engineering Services**
- **G. Consideration of Resolution 2026-08 Designating a Qualified Public Depository**
- **H. Consideration of Resolution 2026-09 Authorization of Bank Account Signatories**
- **I. Consideration of Resolution 2026-10 Relating to Defense of Board Members**
- **J. Consideration of Resolution 2026-11 Spending Authorization Resolution**
- **K. Consideration of Resolution 2026-12 Adopting Investment Guidelines**
- **L. Consideration of Resolution 2026-13 Authorizing Execution of Public Depositor Report**
- **M. Consideration of Resolution 2026-14 Designating a Policy for Public Comment**
- **N. Consideration of Resolution 2026-15 Adopting Prompt Payment Policy**
- **O. Consideration of Resolution 2026-16 Adopting a Records Retention Policy**
- **P. Consideration of Compensation to Board Members**
- **Q. Consideration of Resolution 2026-17 Selecting District Records Office Within Bay County**
- **R. Consideration of Resolution 2026-18 Designating the Primary Administrative Office and Principal Headquarters of the District**
- **S. Consideration of Website Services Agreement**
- **T. Authorization to Prepare Public Facilities Report in Accordance with Chapter 189.08 Florida Statutes to Coincide with Special District Filing Date for Bay County**
- **U. Consideration of Resolution 2026-19 Authorizing District Counsel to Record in the Property Records of Bay County the "Notice of Establishment" in Accordance with Chapter 190.0485, Florida Statutes**
  - **1. Notice of Establishment**
- **V. Consideration of Resolution 2026-20 Granting the Chairperson and Vice Chairperson the Authority to Execute Plats and Documents Related to the Development of the District's Improvements**
- **W. Consideration of Resolution 2026-21 Direct Purchase Resolution**
- **X. Consideration of Resolution 2026-22 Authorizing the Use of Electronic Documents and Signatures**
- **Y. Consideration of Resolution 2026-23 Adopting an Internal Controls Policy**
- **Z. Consideration of Resolution 2026-24 Public Facilities Resolution**

AA. Adopting Goals and Objectives for the District for Fiscal Year 2026 & Fiscal Year 2027

Ms. Burns noted items A through AA, under the consent agenda can be taken in one motion. These are all standard resolutions. Items Q and R are selecting a records office within Bay County and then designating a primary administrative office.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, the Consent Agenda Items A through AA with the exception of D & E, were approved.

Ms. Burns asked for a motion to approve items D & E. Mr. Childree did not participate in the vote.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Cassidy, with all in favor, Consent Agenda Items D & E, were approved.

FOURTH ORDER OF BUSINESS New Business

A. Consideration of Resolution 2026-25 Ratifying Staff's Actions in Noticing the Initial Landowners' Meeting

Ms. Burns stated this is saying that they placed the ad today for that landowner's election.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-25 Ratifying Staff's Actions in Noticing the Initial Landowners' Meeting, was approved.

B. Designation of Date of Public Hearing to Adopt Rules of Procedure and Amenity Rates & Disciplinary Rules in accordance with Section 120.54 and Chapter 190, Florida Statutes

1. **Consideration of Resolution 2026-26 Setting the Public Hearing to Consider the Adoption of Proposed Rules and Amenity Rates & Disciplinary Rules of the District**
    a. **Rules of Procedure**
    b. **Amenity Rates & Disciplinary Rules**

Ms. Burns suggested September 29th at 11:00 a.m. at this location.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-26 Setting a Public Hearing to Consider the Adoption of Proposed Standard Rules of Procedure on September 29, 2026 at 11:00 a.m. at this location, was approved.

C. Designation of Date of Public Hearing on the Budgets for Fiscal Year 2025/2026 and Fiscal Year 2026/2027

1. Consideration of Resolution 2026-27 Setting the Public Hearing and Approving the Proposed Fiscal Year 2025/2026 and Fiscal Year 2026/2027 Budgets

Ms. Burns stated this will be the public hearing for FY2026 which will be a small portion through September 30th and then FY2027 which will run from October 1, 2026 thru September 30th. This is going to be developer funded and expenses will only be billed as they are incurred.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-27 Setting the Public Hearing for September 29, 2026 at 11:00 a.m. and Approving the Proposed Fiscal Year 2025/2026 and Fiscal Year 2026/2027 Budgets, were approved.

2. Approval of the Fiscal Year 2025/2026 and Fiscal Year 2026/2027 Developer Funding Agreement

Ms. Burns stated this is with SE Land Dev, LLC which is the entity that will fund the operations and maintenance of the District.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, the Fiscal Year 2025/2026 and Fiscal Year 2026/2027 Developer Funding Agreement, was approved.

D. Consideration of Resolution 2026-28 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes

Ms. Burns stated this is the public hearing they will set that will allow them to use the property appraiser and tax collector office to collect their assessments when they are ready to do so. She suggested September 29, 2026 at 11:00 a.m. at this location.

> On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-08 Setting Date of Public Hearing Expressing the District's Intent to Utilize the Uniform Method of

Levying, Collecting and Enforcing Non-Ad-Valorem Assessments in accordance with Section 197.3632, Florida Statutes, was approved.

FIFTH ORDER OF BUSINESS Capital Improvements

A. Appointment of Financing Team

1. Consideration of Resolution 2026-29 Appointing Bond Counsel

Ms. Burns stated this is appointing bond counsel. Greenberg Traurig is the suggested firm and Jason Gonzalez is on the line if anyone has any questions.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-29 Appointing Greenberg Traurig as Bond Counsel, was approved.

2. Consideration of Resolution 2026-30 Appointing Investment Banker

Ms. Burns stated this will be FMS Bonds.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-30 Appointing FMS Bonds as Investment Banker, was approved.

3. Assessment Administrator

Ms. Burns stated this is included in the GMS contract that the Board already approved.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, GMS as Assessment Administrator, was approved.

4. Trustee

Ms. Burns stated this would name US Bank as your Trustee.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, US Bank as Trustee, was approved.

B. Approval of Financing Team Agreement

Ms. Burns stated this is with SE Land Dev, LLC. This one could be reimbursable.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Approval of Financing Team Agreement, was approved.

SIXTH ORDER OF BUSINESS Financing Matters

A. Consideration of the Engineer's Report

Mr. Forehand reviewed the Engineer's Report for the Board.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Cassidy, with all in favor, the Engineer's Report, was approved.

B. Consideration of Master Assessment Methodology

Ms. Burns provided a brief overview of the Master Assessment Methodology. There is a legal description included.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, the Master Assessment Methodology authoring GMS to update table 7 and swap out the legal to update the landowner to CBD, was approved in substantial form.

C. Consideration of Resolution 2026-31 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings

Mr. Gonzalez reviewed Resolution 2026-31 for Board consideration.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-31 Authorizing the Issuance of Bonds and Authorizing the Commencement of Validation Proceedings, was approved.

D. Consideration of Resolution 2026-32 Declaring Special Assessments and Setting a Public Hearing on Special Assessments

Ms. Burns stated they will do the mailed and publish notice – September 29th at 11:00 a.m. If they need to move that, she will let everyone know.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Resolution 2026-32 Declaring Special Assessments and Setting a Public Hearing for September 29, 2026 at 11:00 a.m. on Special Assessments, was approved.

SEVENTH ORDER OF BUSINESS Other Business

A. Presentation of Funding Request No. 1

Ms. Burns noted this is the standard initial funding request that will be used to pay for all the ads for the public hearings, get the District insurance and open up the bank account.

On MOTION by Mr. Andrew Rhinehart, seconded by Mr. Childree, with all in favor, Funding Request No. 1, was approved.

B. Staff Reports

i. Attorney

a) E-Verify Memorandum

Ms. Kilinski reviewed a memo in the agenda package regarding E-Verify in the state of Florida for Special Districts.

On MOTION by Mr. Andrew Rhinehart seconded by Mr. Childree, with all in favor, Funding Request No. 1, was approved.

ii. District Manager

Ms. Burns had nothing further to report.

C. Supervisors Requests

There being no comments, the next item followed.

EIGHTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Andrew Rhinehart seconded by Mr. Childree, with all in favor, the meeting was adjourned.

_____ _____

Secretary/Assistant Secretary Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION 1

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

This item has been digitally signed and sealed by Christopher B. Forehand on 09/01/2026 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature be verified on any electronic copies.

July 29, 2026

PREPARED FOR:

BOARD OF SUPERVISORS
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

PANHANDLE ENGINEERING, INC.

Chritopher B. Forehand, P.E.
FL Registration # 58028

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the initial Capital Improvement Plan ("**CIP**"), and estimated costs of the CIP, for the Panama City North Community Development District (the "**District**" or "**CDD**"). The District plans to design, permit, finance, acquire, and/or construct, operate, and maintain all or part of certain infrastructure necessary for community development within the District.

The District was established pursuant to Ordinance No. 3305 adopted by the City Commission of the City of Panama City, Florida ("**City**"), on June 9, 2026. The developer is SE Land Dev, LLC (the "**Developer**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within the City, and covers approximately 1,219.450 acres of land, more or less. **Exhibit A** is a metes and bounds legal description of the District's boundaries. The District is generally located east of Amber Way, west of Majette Tower Road, and southeast of U.S. 231. A Vicinity Map is included as **Exhibit B**. The project and surrounding areas, land use, and zoning classifications are depicted in **Exhibit C**.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 1,800 residential units. The proposed site plan for the District is attached as **Exhibit D**. The following tables show the planned product types and land uses for the District:

PRODUCT TYPES

Product Type	Total Units
Single Family – 40'	900
Single Family – 50'	900
TOTAL	1,800

LAND USE

Land Use	Acreage
Lot Development	218.07
Roads	91.29
Common Areas	22.00
Stormwater Ponds	99.73
Open Space	753.35
TOTAL	1,219.450 +/-

The CIP infrastructure includes the following:

Roadway Improvements

The CIP includes the construction of subdivision roads within the District. Generally, roads internal to the District will be two-lane, undivided roads. The construction of such roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage and sidewalks. All roads will be designed in accordance with City standards (for roadways that are not conveyed to the City) and all roadway improvements financed by the District will be available for use by the general public.

Stormwater Management System

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the District discharges to on-site retention and detention facilities in accordance with Northwest Florida Water Management District ("**NWFWMD**"), and City requirements. The stormwater system will be designed consistent with the criteria established by the NWFWMD and City of Panama City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems throughout the District.

Water and Wastewater Utilities

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way or dedicated utility easements and used for potable water service and fire protection. This also includes the connection of newly constructed utilities to existing off-site water and wastewater utility lines. The water distribution and wastewater collection systems for all phases will be completed by the District and dedicated to the City for operation and maintenance. Significant offsite utilities and onsite plant utilities will be required and will be dedicated to the City when complete.

Hardscape, Landscape, and Irrigation

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping. All such landscaping and hardscaping will be owned, maintained, and funded by the District. Additionally, the District intends to construct an irrigation system for the development that will provide a lower-cost alternative to potable water for District landowners. The system may also provide water for the common areas, pond side slopes, etc. Installation, operation, and maintenance of any irrigation system will be the responsibility of the District.

Undergrounding of Electrical Utility Lines

The CIP includes the undergrounding of electrical utility conduit within right-of-way and utility easements. The electrical lines and transformers installed in such conduit will be owned, operated, and maintained by Gulf Coast Electric Cooperative ("**GCEC**"), and the District's funding obligation is limited to the installation of conduit only.

Recreational Amenities

In conjunction with the CIP, the District intends to construct amenity facilities including a pool with restrooms, tot lot, dog park, a picnic pavilion, walking trails, and other passive recreational park areas or similar facilities. These improvements will be funded, owned and maintained by the District.

The Developer may also privately construct and finance other amenity facilities at the Developer's sole expense, which facilities shall not be funded by the District. All District-funded improvements and any privately-funded improvements that are dedicated to the District will be considered common elements for the benefit of the District landowners.

Off-Site Improvements

Off-site improvements will consist of roadway and utility extensions to serve the District. The following off-site improvements are proposed for construction by the District:

- Activation of 16" City Forcemain (wastewater)
- Water Booster Pump Station (on-site) (water)
- Roadway Improvements are To Be Determined

Environmental Conservation/Mitigation

The District will be responsible for the design, permitting, construction, maintenance, and government reporting of any on-site environmental conservation areas required by governmental permits or approvals. The initial installation costs are estimated to be minimal, but the improvements are included within the CIP and may be subject to adjustment based on final permit requirements.

Professional Services

The CIP includes various professional services. These include: (i) engineering, surveying, architectural, and legal fees associated with implementation of the CIP, and (ii) permitting and plan review costs that are required for the design, permitting, construction, and maintenance of the public improvements and community facilities.

As noted, the CIP functions as a system of improvements benefitting all lands within the District.

4. PERMITTING

The status of the applicable permits necessary for the CIP is as follows:

Agency	Permit Description	Permit Status
City of Panama City	Development Orders	Under Design
Bay County	Right of Way/Transportation Permit	Under Design
FDOT	Right of Way/Transportation Permit	Under Design
FDEP	Water and Wastewater Permitting	Under Design
NWFWMD	ERP Permit	Under Design

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the cost estimate for the CIP. It is our professional opinion that the costs set forth in the table below are reasonable and consistent with market pricing.

Cost Estimate for District Facilities

Improvement	Estimated Costs	Construction Entity	Operation and Maintenance Entity
Stormwater Management System	$35,500,000.00	CDD	CDD
Roadways (Internal)	$12,500,000.00	CDD	CDD
Water & Wastewater Systems	$26,500,000.00	CDD	City
Undergrounding of Electrical Conduit	$3,500,000.00	CDD	GCEC
Hardscape, Landscape, & Irrigation	$1,000,000.00	CDD	CDD
Amenities, Parks, & Recreation	$4,000,000.00	CDD	CDD
Conservation & Mitigation Areas	$4,000,000.00	CDD	CDD
Off-Site Roadway Improvements	$1,000,000.00	CDD	County
Off-Site Utility Improvements	$8,150,000.00	CDD	City
Professional Services	$9,000,000.00	N/A	N/A
Contingency (15%)	$15,772,500.00	N/A	N/A
Total	$120,922,500.00		

*The probable costs estimated herein are subject to change and do not include bond issuance costs, capitalized interest, debt service reserve funds, or other financing costs that may be incurred by the District. All cost estimates are based on current market conditions as of the date of this Report and may require adjustment based on actual conditions at the time of construction, changes in regulatory requirements, or unforeseen site conditions.

6. CONCLUSION

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the CIP are necessitated by and reasonably required to serve the development within the District as contemplated by applicable development approvals and local government comprehensive plans;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of the CIP.

As described above, this report identifies the benefits from the CIP to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The CIP will be owned by the District or, upon dedication and acceptance, by other governmental units, and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements or rights-of-way dedicated to and in favor of the District or other governmental entity with authority to own and maintain such improvements. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations to the plans, provided such modifications comply with all applicable governmental regulations and approvals, and the District expressly reserves the right to do so subject to these conditions.

Christopher Forehand, P.E.
Florida License No. 58028
Date _____
[SEAL]

EXHIBIT A: Legal Descriptions of the District
EXHIBIT B: Vicinity Map
EXHIBIT C: Land Use Map
EXHIBIT D: Proposed Site Plan

EXHIBIT A- LEGAL DESCRIPTION

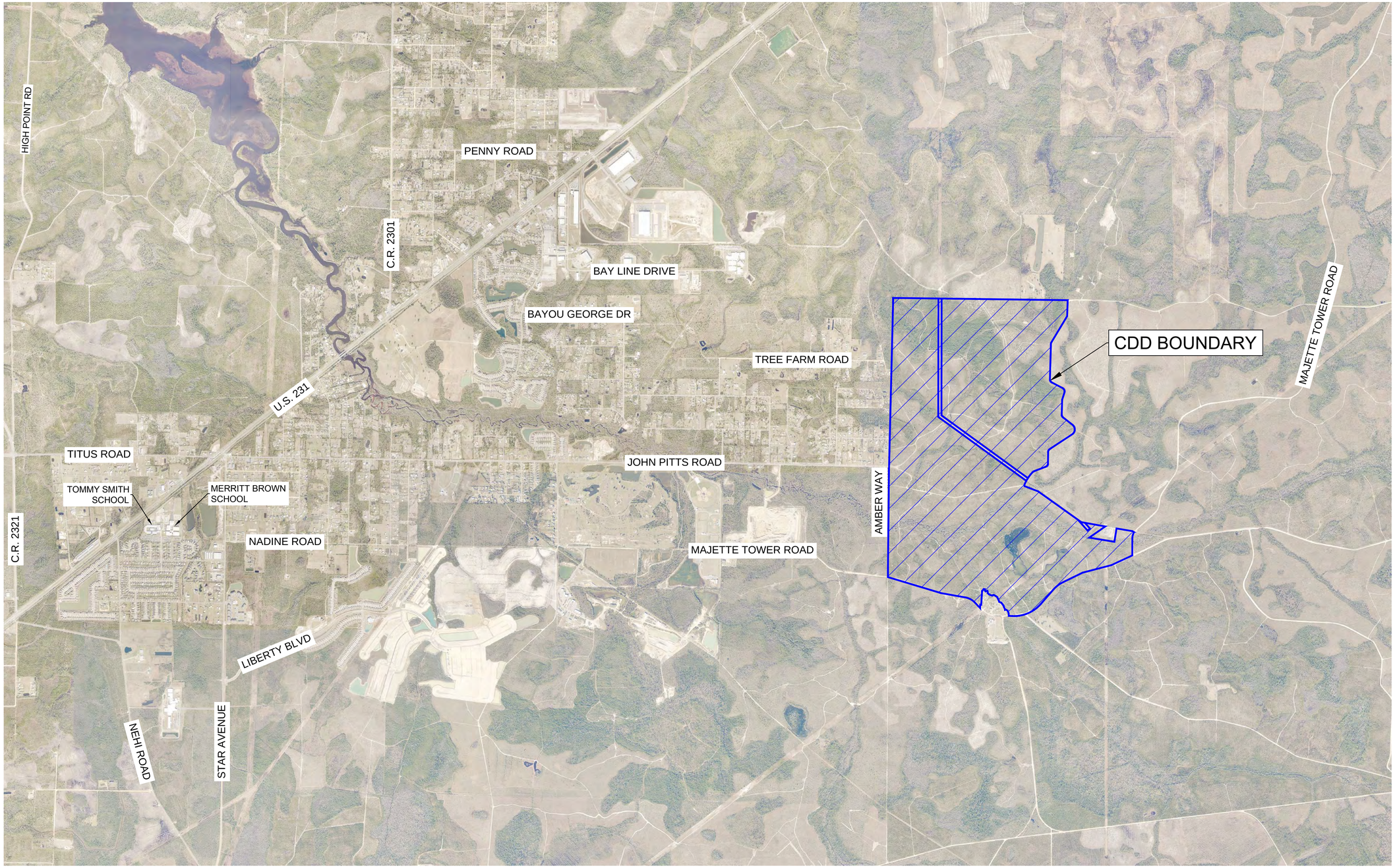
DESCRIPTION: A parcel of land lying in Section 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of

31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 1,500'

0 750' 1,500' 3,000'

SCALE: 1" = 1,500'

1909.04 GENERAL LOCATION MAP COMMUNITY DEVELOPMENT DISTRICT GENERAL LOCATION MAP Sheet EXHIBIT 1

REV	DATE	BY	REVISIONS

NOT RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	JDC
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	FEBRUARY 2026
ACAD FILE NAME:	1909.04loc map.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS ● CIVIL ENGINEERS ● LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

VICINITY MAP
PANAMA CITY NORTH
COMMUNITY DEVELOPMENT DISTRICT
PANAMA CITY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

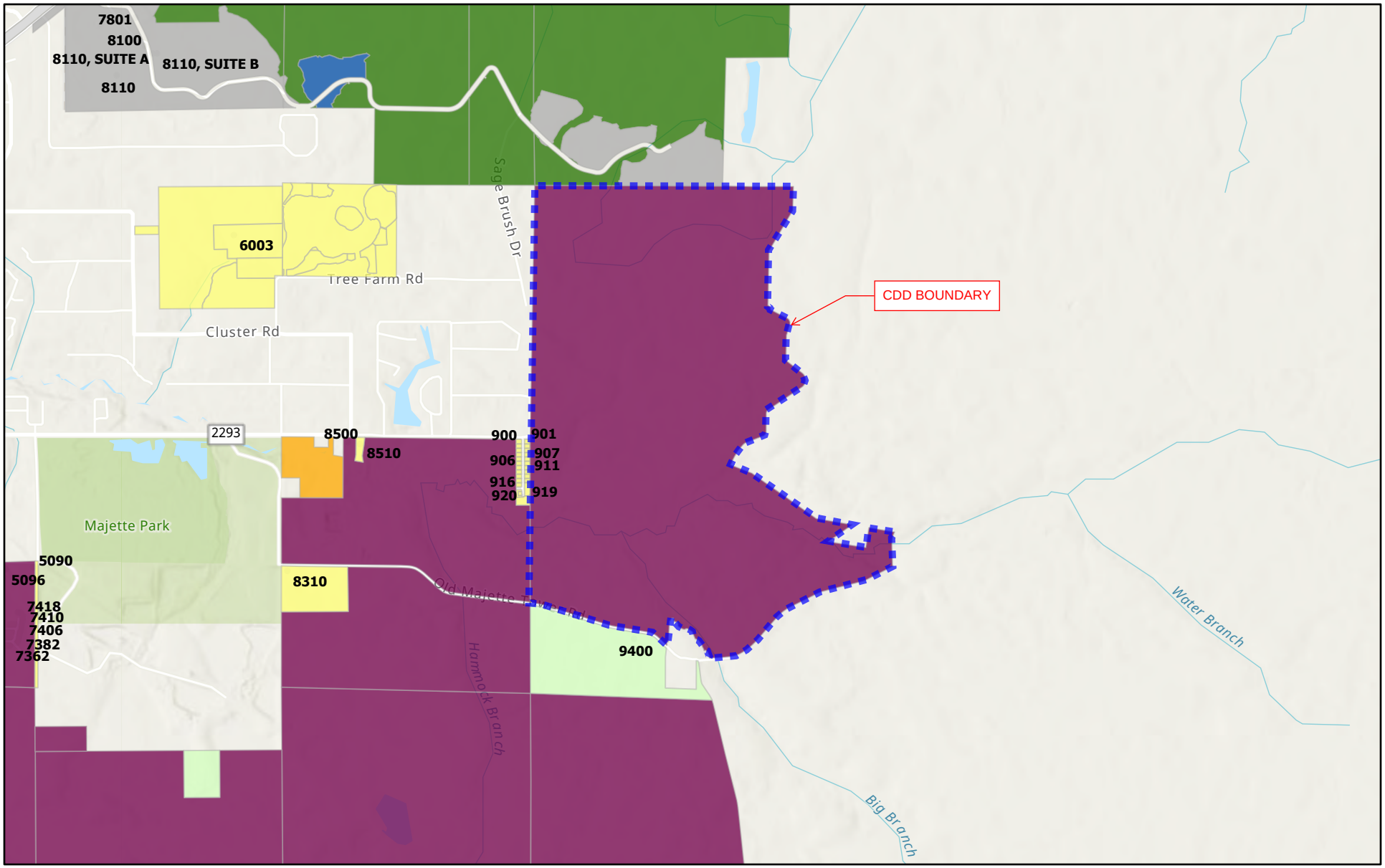
SHEET NUMBER
EXHIBIT B

PROJECT NUMBER
1909.04

Date: 2/5/2026 8:42 AM File: P:\1909.04 Shelton CDD\1 CIVIL 3D\Folder\Drawings\1909.04loc map.dwg

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EXHIBIT C - LAND USE MAP
ArcGIS Web Map



7/8/2026, 8:24:29 AM

Addresses_CPC

Future Land Use

- City Neighborhood Planning Area
- Residential
- Urban Residential
- Residential Vested
- Mixed Use
- General Commercial
- Downtown District
- Urban Community
- East Robinson Bayou
- Industry
- Public/Institutional
- Recreation
- Preservation
- Silviculture
- Lake
- Ditch
- Water
- Bay

World_Hillshade

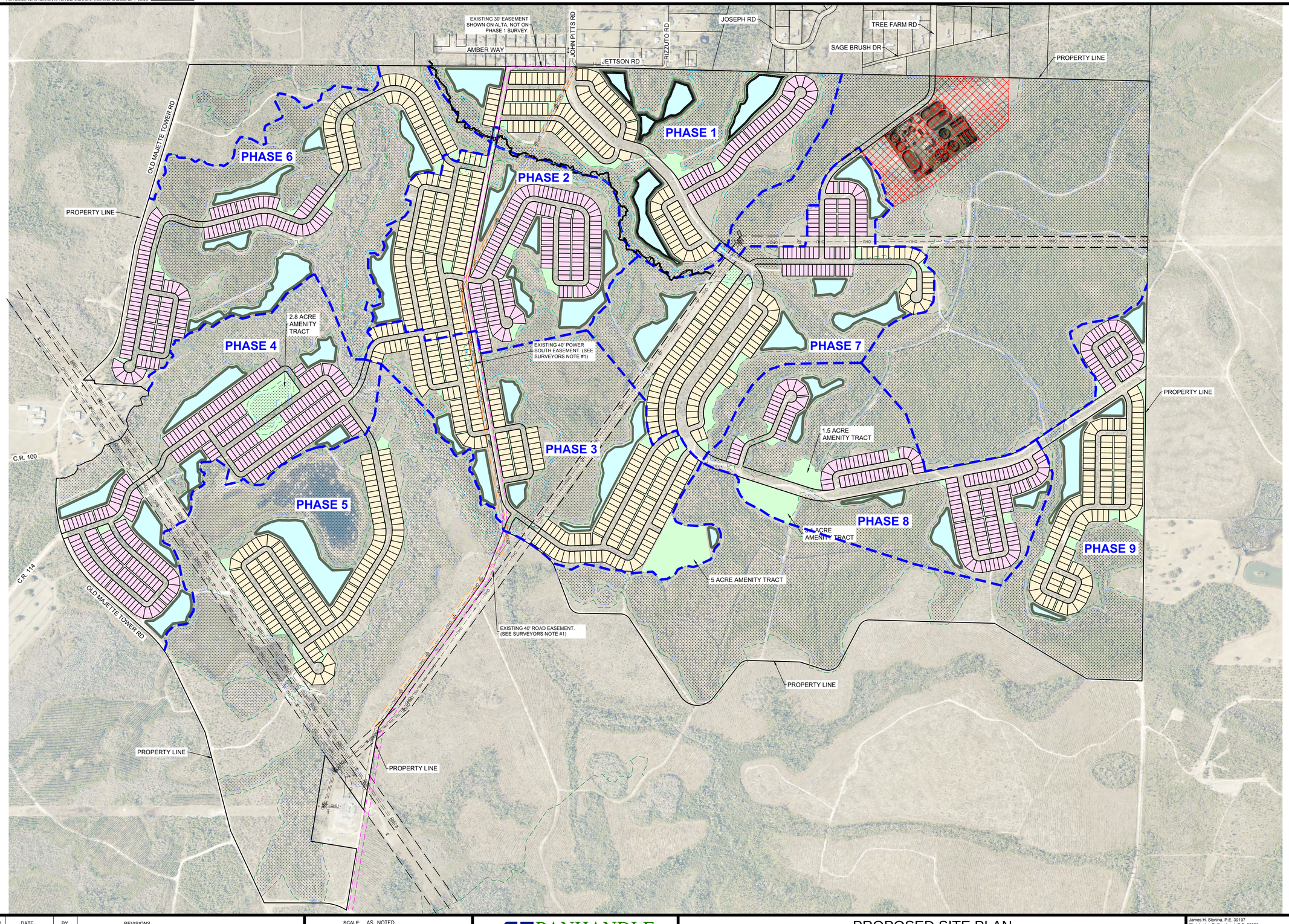
1:40,811

0 0.3 0.6 1.2 mi

0 0.5 1 2 km

Development Services and City of Panama City GIS, Developement Services and City of Panama City GIS, Sources: Esri, TomTom, Garmin, FAO, NOAA,

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 400'

0' 200' 400' 800'

SCALE: 1" = 400'

PREPARED WITHOUT BENEFIT OF TOPO OR BOUNDARY SURVEY AND SOIL PERCOLATION TEST. THEREFORE SITE LAYOUT & STORMWATER BASIN SIZING IS PRELIMINARY.

ZONED:
PLANNED UNIT DEVELOPMENT (PUD)

FUTURE LAND USE:
URBAN COMMUNITY (PC)

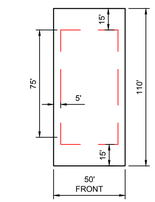
BUILDING SETBACKS:
FRONT: 15'
FRONT FUNCTIONING AS A SIDE: 15'
SIDE: 5'
REAR: 15'

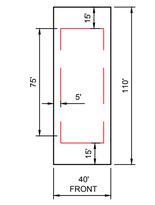
LOT LEGEND

DENOTES 50' WIDE LOTS

DENOTES 40' WIDE LOTS

50' WIDE LOTS = 900
40' WIDE LOTS = 900
NUMBER OF LOTS SHOWN = 1,800





TYPICAL LOT LAYOUT DETAILS
SCALE: 1" = 50'

LOT DATA TABLE			
PHASE	40' LOTS	50' LOTS	TOTAL LOTS
1	70	112	182
2	159	129	288
3	0	209	195
4	266	0	192
5	0	155	196
6	138	57	203
7	68	124	231
8	160	0	160
9	39	114	153
TOTAL	900	900	1800

SURVEYOR'S NOTE (GEOPOINT)

1. MULTIPLE EASEMENTS SHOWN HEREON WERE MOVED TO MATCH THE INTENT OF THE WRITTEN EASEMENT. INGRESS/EGRESS EASEMENTS WERE MOVED TO THE CENTERLINE OF DIRT ROADS AND POWERLINE EASEMENTS WERE MOVED TO THE CENTER OF EACH POWERLINE. HOWEVER THESE LOCATIONS DO NOT MATCH THE WRITTEN DEEDS OF RECORD IS IS THE UNDERSIGN'S OPINION THAT THESE WERE THE INTENDED LOCATIONS.

REV	DATE	BY	REVISIONS
NOT			RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	CBF
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	JUNE 2026
ACAD FILE NAME:	1909.13 master.dwg

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600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

PROPOSED SITE PLAN
SHELTON PARCEL DEVELOPMENT
BAY COUNTY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

SHEET NUMBER
EXHIBIT D

PROJECT NUMBER
1909.13

1909.13 MASTER SITE LAYOUT DEVELOPMENT MASTER SITE LAYOUT Sheet 1

Date: 6/30/2026 8:33 AM File: P:\1909.13 Shelton Master Planning\1 CIVIL\3DFolder\Drawings\1909.13 master.dwg

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SECTION 2

MASTER

ASSESSMENT METHODOLOGY

FOR

PANAMA CITY NORTH

COMMUNITY DEVELOPMENT DISTRICT

Date: July 29, 2026

Prepared by

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801

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GMS-Central Florida, LLC does not represent Panama City North Community Development District as a Municipal Advisor or Securities Broker nor is GMS-Central Florida, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-Central Florida, LLC does not provide Panama City North Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

Panama City North Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District plans to issue up to $157,965,000 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 Master Engineer's Report dated July 29, 2026, prepared by Panhandle Engineering, Inc as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's capital improvement plan ("CIP"). This Assessment Report 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 Bonds. This Assessment Report is designed to conform to the requirements of Chapters 170, 190, and 197, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, collected directly, or through any other legal means of collection available to the District. It is not the intent of this Assessment 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 currently includes approximately 1,219.45 acres within Panama City within Bay County, Florida. The development program currently envisions approximately 1,800 residential units (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency along with any other public projects authorized by Florida law. The acquisition and construction costs are summarized in Table 2.

The Assessment Report is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries. The District has

determined that the general benefits conferred upon the public at large and properties outside the District are de minimis in relation to the special and peculiar benefits conferred upon assessed properties within the District. Accordingly, no portion of the assessments levied hereunder represents a charge for general benefits, and the full amount of the assessments reflects only special benefits conferred upon the assessed properties.

1.4 Requirements of a Valid Assessment Methodology

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

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

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately $120,922,500. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately $157,965,000. Additionally, funding required to complete the CIP which is not financed with Bonds is expected to be funded by SE Land Dev, LLC, its successors, assigns or future purchaser or another related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community. For each product type within the District, the special and peculiar benefits received - including the added use of the property, added enjoyment, and increased marketability and value resulting from the CIP - are greater than the assessments allocated to that product type as set forth in Tables 5 and 6. This finding is supported by the fact that the CIP is necessary to enable any development of the property and that the market value attributable to a fully serviced lot in this location exceeds the per-unit assessment obligations set forth herein.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to $157,965,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the $157,965,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development. These construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost $120,922,500. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately $157,965,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,800 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

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

2.3 Allocation of Benefit

The CIP consists of stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency. There are two residential product types within the planned development. The Single Family 50' unit has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The ERU factors for each product type are based on the relative special benefit each product type receives from the CIP, as measured by factors including lot size, anticipated impervious surface area, demand placed on stormwater, utility and roadway infrastructure, and access to parks and amenities. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These may include but are not limited to stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

1) the added use of the property,
2) added enjoyment of the property, and
3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto 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 is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. 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 then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner 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 net annual debt service assessments will be required. In addition, if any Unassigned Property is permanently removed from the developable land base for any reason (including changes in entitlements, environmental restrictions, dedication, or condemnation), the District shall treat such removal as a triggering event requiring a true-up calculation, and the landowner shall be required to make a true-up payment or the District shall reduce the outstanding par amount of the Bonds to a level supportable by the remaining assessable properties.

4.0 Assessment Roll

The District will initially distribute the liens 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 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 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. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family - 40'	900	900	0.80	720.00
Single Family - 50'	900	900	1.00	900.00
Total Units	1,800	1,800		1,620.0

(1) Benefit is allocated on an ERU basis based on the special benefit received from the CIP improvements. The allocation is density of planned development, with a Single Family 50' unit equal to 1 ERU. The District has determined that this allocation methodology provides a fair and reasonable apportionment of the debt among the benefited properties in accordance with Section 170.201, Florida Statutes

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Management System	$35,500,000
Roadways (Internal)	$12,500,000
Water & Wastewater Systems	$26,500,000
Undergrounding of Electrical Conduit	$3,500,000
Hardscape, Landscape, & Irrigation	$1,000,000
Amenities, Parks, & Recreation	$4,000,000
Conservation & Mitigation Areas	$4,000,000
Off-Site Roadway Improvements	$1,000,000
Off-Site Utility Improvements	$8,150,000
Professional Services	$9,000,000
Contingency	$15,772,500
	$120,922,500

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated July 29, 2026

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	**Total**
Construction Funds	$120,922,500
Debt Service Reserve	$12,096,556
Capitalized Interest	$20,535,450
Underwriters Discount	$3,159,300
Cost of Issuance	$1,250,000
Rounding	$1,194
Par Amount*	**$157,965,000**

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	900	0.80	720.00	44.44%	$53,743,333	$59,715
Single Family - 50'	900	1.00	900.00	55.56%	$67,179,167	$74,644
Totals	1,800		1,620.00	100.00%	$120,922,500	

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

TABLE 5
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 40'	900	$53,743,333	$70,206,667	$78,007
Single Family - 50'	900	$67,179,167	$87,758,333	$97,509
Totals	1,800	$120,922,500	$157,965,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	900	$70,206,667	$78,007	$5,376,247	$5,974	$6,355
Single Family - 50'	900	$87,758,333	$97,509	$6,720,309	$7,467	$7,944
Totals	1,800	$157,965,000		$12,096,556		

(1) This amount includes 6% for collection fees and early payment discounts when collected on the Bay County Tax Bill

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
SE Land Dev, LLC	Panama City North CDD	1219.45	$129,538	$157,965,000	$12,096,556	$12,868,676
Totals		1219.45		$157,965,000	$12,096,556	$12,868,676

(1) This amount includes 6% to cover collection costs and early payment discounts when collected utilizing the uniform method. As authorized by Section 197.3632, Florida Statutes, when collected utilizing the uniform method of collection pursuant to Chapter 197, Florida Statutes

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	$12,096,556

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT A- LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Section 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of

31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

SECTION 3

RESOLUTION 2026-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE 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 METHODS PROVIDED FOR BY CHAPTERS 170, 190, AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO GOVERNMENTAL BODIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR TRUE-UP PAYMENTS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, Panama City North Community Development District (the "**District**") previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the "**Board**") noticed and conducted a public hearing pursuant to Chapters 170, 190, and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190, and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) 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 by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, stormwater management systems, water, wastewater, and reclaim water utilities, landscape and irrigation, parks and amenities, undergrounding of conduit, offsite improvements, entry features and signage, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District (together, the "**Capital Improvements**").

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose

special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190, and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that (i) the District provide the Capital Improvements, the nature and location of which are described in the *Panama City North Community Development District Master Engineer's Report*, dated July 29, 2026 (the "**Engineer's Report**") (attached as **Exhibit A** hereto and incorporated herein by this reference), and which plans and specifications are on file and available for public inspection during normal business hours at the office of the District Manager c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; (ii) the cost of such Capital Improvements be assessed against the lands specially benefited by such Capital Improvements; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Capital Improvements, the levying of such Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners, and residents.

(f) In order to provide funds with which to pay all or a portion of the costs of the Capital Improvements which are to be assessed against the benefited properties, pending the collection of such Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the "**Bonds**").

(g) By Resolution 2026-32, the Board determined to provide the Capital Improvements and to defray the costs thereof by making Assessments on benefited property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide all or a portion of the funds needed for the Capital Improvements prior to the collection of such Assessments. Resolution 2026-32 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2026-32, 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.

(i) As directed by Resolution 2026-32, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2026-32, 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 (1) the propriety and advisability of making the infrastructure improvements, including the Capital Improvements, (2) the cost thereof, (3) the manner of payment therefor, and (4) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190, and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required

by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On September 29, 2026, at the time and place specified in Resolution 2026-32 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board, conducted such public hearing, and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(m) Having considered the estimated costs of the Capital Improvements, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

i. that the estimated costs of the Capital Improvements are as specified in the Engineer's Report, which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

ii. it is reasonable, proper, just and right to assess the cost of such Capital Improvements against the properties specially benefited thereby using the method determined by the Board set forth in *the Master Assessment Methodology for Panama City North Community Development District*, dated July 29, 2026, as may be supplemented from time to time (the "**Assessment Report**," attached hereto as **Exhibit B** and incorporated herein by this reference), for the Bonds, which results in the special assessments set forth on the final assessment roll included within such **Exhibit B** (the "**Assessments**"); and

iii. the Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the issuance of the Bonds; and

iv. it is hereby declared that the Capital Improvements will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Assessments thereon when allocated as set forth in **Exhibit B**; and

v. that the costs of the Capital Improvements are fairly and reasonably apportioned to the properties specially benefited as set forth in **Exhibit B**; and

vi. it is in the best interests of the District that the Assessments be paid and collected as herein provided; and

vii. it is reasonable, proper, just and right for the District to utilize the true-up mechanisms and calculations contained in the Assessment Report in order to ensure that all parcels of real property benefiting from the Capital Improvements are assessed accordingly and that sufficient assessment receipts are being generated in order to pay the corresponding bond debt service when due.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That construction of Capital Improvements initially described in Resolution 2026-32, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper

officers, employees and/or 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.

SECTION 4. ESTIMATED COST OF CAPITAL IMPROVEMENTS. The total estimated costs of the Capital Improvements and the costs to be paid by Assessments on all specially benefited property are set forth in **Exhibits A** and **B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Assessments on the parcels specially benefited by the Capital Improvements, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution, these Assessments, as reflected in **Exhibit B** attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and 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. Prior to the issuance of any Bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District among individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of Bonds, including refunding bonds, by the District would result in a decrease of the Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such Bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the Capital Improvements project, or any phase thereof funded by a particular series of Bonds, has 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 Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Assessment the difference, if any, between the Assessment as hereby made, approved and confirmed and the proportionate part of the actual costs of the Capital Improvements, 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 credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION; DEFAULT AND REMEDIES.

(a) The Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest, calculated in accordance with the Assessment Report and any applicable bond indenture or supplemental resolution. The Assessments may be paid in full without interest at any time within thirty (30) days after both (i) the completion of the Capital Improvements and (ii) the adoption by the Board of a resolution accepting the Capital Improvements, unless such option has been waived by the owner of the land subject to the Assessments; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. All impact fee credits received and/or value received for impact fee credits shall be applied against the Capital Improvements costs and/or the outstanding indebtedness of any debt issuance that funded the improvement giving rise to the credits, which application shall be addressed by the applicable supplemental assessment resolution adopted for each series of Bonds. At any time subsequent to thirty (30) days after the Capital Improvements have been completed and a resolution accepting the Capital Improvements has been adopted by the Board, the Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Assessments may prepay the entire remaining balance of the Assessments at any time, or a portion of the remaining balance of the Assessment one time per parcel, if there is also paid, in addition to the prepaid principal balance of the Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Assessments does not entitle the property owner to any discounts for early payment, except as may be expressly provided in the applicable bond indenture or supplemental resolution for a particular series of Bonds.

(b) The District hereby elects to use the method of collecting Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "**Uniform Method**"), unless the Board determines by subsequent resolution that an alternative collection method is in the District's best interest. The District has heretofore taken or hereby commits to take within the timeframes required by law, all necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law, including but not limited to filing foreclosure proceedings pursuant to Chapter 170, Florida Statutes, or pursuing any other available legal or equitable remedies.

(c) For the period the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Bay County, Florida, who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.

(a) Pursuant to the Assessment Report attached hereto as **Exhibit B**, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels of land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board shall be required. The District's review shall be limited to the assessment reallocation function, the enforcement of the lien established by this Resolution, and any other matters within the District's jurisdiction. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with **Exhibit B**, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in **Exhibit B**, which process is incorporated herein as if fully set forth (the "**True-Up Methodology**"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

(b) The District will take all necessary steps to ensure that true-up payments are made in a timely fashion to ensure its debt service obligations are met. The District shall record all true-up payments in its Improvement Lien Book.

(c) The foregoing is based on the District's understanding with the landowner and/or developer that it intends to develop the unit numbers and types shown in **Exhibit B**, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, nothing in this Resolution prohibits the development of more units than the maximum number shown in **Exhibit B**. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvements, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvements, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

(d) The application of the monies received from true-up payments or Assessments to the actual debt service obligations of the District, whether long term or short term, shall be set forth in the supplemental assessment resolution adopted for each series of Bonds actually issued. Such subsequent resolution shall be adopted at a noticed meeting of the District, and shall set forth the actual amounts financed, costs of issuance, expected costs of collection, and the total amount of the assessments pledged to that issue, which amount shall be consistent with the lien imposed by this Resolution. Each such supplemental resolution shall also address the allocation of any impact fee credits expected to be received from the provision of the project funded by the

corresponding series of Bonds issued or to be issued.

SECTION 9. GOVERNMENT PROPERTY; TRANSFERS OF PROPERTY TO UNITS OF LOCAL, STATE, AND FEDERAL GOVERNMENT. Property owned by units of local, state, and federal government shall not be subject to the Assessments without specific written consent thereto from the applicable governmental unit. If at any time, any real property on which Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Assessments thereon), all future unpaid Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 10. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Bay County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 11. 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 12. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 13. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED this 29th day of September 2026.

Attest:	**PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Chair/Vice Chair, Board of Supervisors

Exhibit A: *Panama City North Community Development District Master Engineer's Report*, dated July 29, 2026

Exhibit B: *Master Assessment Methodology for Panama City North Community Development District*, dated July 29, 2026

Exhibit A:

Panama City North Community Development District Master Engineer's Report, dated July 29, 2026

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

This item has been digitally signed and sealed by Christopher B. Forehand on 09/01/2026 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature be verified on any electronic copies.

July 29, 2026

PREPARED FOR:

BOARD OF SUPERVISORS
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

PANHANDLE ENGINEERING, INC.

Chritopher B. Forehand, P.E.
FL Registration # 58028

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the initial Capital Improvement Plan ("**CIP**"), and estimated costs of the CIP, for the Panama City North Community Development District (the "**District**" or "**CDD**"). The District plans to design, permit, finance, acquire, and/or construct, operate, and maintain all or part of certain infrastructure necessary for community development within the District.

The District was established pursuant to Ordinance No. 3305 adopted by the City Commission of the City of Panama City, Florida ("**City**"), on June 9, 2026. The developer is SE Land Dev, LLC (the "**Developer**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within the City, and covers approximately 1,219.450 acres of land, more or less. **Exhibit A** is a metes and bounds legal description of the District's boundaries. The District is generally located east of Amber Way, west of Majette Tower Road, and southeast of U.S. 231. A Vicinity Map is included as **Exhibit B**. The project and surrounding areas, land use, and zoning classifications are depicted in **Exhibit C**.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 1,800 residential units. The proposed site plan for the District is attached as **Exhibit D**. The following tables show the planned product types and land uses for the District:

PRODUCT TYPES

Product Type	Total Units
Single Family – 40'	900
Single Family – 50'	900
TOTAL	1,800

LAND USE

Land Use	Acreage
Lot Development	218.07
Roads	91.29
Common Areas	22.00
Stormwater Ponds	99.73
Open Space	753.35
TOTAL	1,219.450 +/-

The CIP infrastructure includes the following:

Roadway Improvements

The CIP includes the construction of subdivision roads within the District. Generally, roads internal to the District will be two-lane, undivided roads. The construction of such roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage and sidewalks. All roads will be designed in accordance with City standards (for roadways that are not conveyed to the City) and all roadway improvements financed by the District will be available for use by the general public.

Stormwater Management System

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the District discharges to on-site retention and detention facilities in accordance with Northwest Florida Water Management District ("**NWFWMD**"), and City requirements. The stormwater system will be designed consistent with the criteria established by the NWFWMD and City of Panama City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems throughout the District.

Water and Wastewater Utilities

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way or dedicated utility easements and used for potable water service and fire protection. This also includes the connection of newly constructed utilities to existing off-site water and wastewater utility lines. The water distribution and wastewater collection systems for all phases will be completed by the District and dedicated to the City for operation and maintenance. Significant offsite utilities and onsite plant utilities will be required and will be dedicated to the City when complete.

Hardscape, Landscape, and Irrigation

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping. All such landscaping and hardscaping will be owned, maintained, and funded by the District. Additionally, the District intends to construct an irrigation system for the development that will provide a lower-cost alternative to potable water for District landowners. The system may also provide water for the common areas, pond side slopes, etc. Installation, operation, and maintenance of any irrigation system will be the responsibility of the District.

Undergrounding of Electrical Utility Lines

The CIP includes the undergrounding of electrical utility conduit within right-of-way and utility easements. The electrical lines and transformers installed in such conduit will be owned, operated, and maintained by Gulf Coast Electric Cooperative ("**GCEC**"), and the District's funding obligation is limited to the installation of conduit only.

Recreational Amenities

In conjunction with the CIP, the District intends to construct amenity facilities including a pool with restrooms, tot lot, dog park, a picnic pavilion, walking trails, and other passive recreational park areas or similar facilities. These improvements will be funded, owned and maintained by the District.

The Developer may also privately construct and finance other amenity facilities at the Developer's sole expense, which facilities shall not be funded by the District. All District-funded improvements and any privately-funded improvements that are dedicated to the District will be considered common elements for the benefit of the District landowners.

Off-Site Improvements

Off-site improvements will consist of roadway and utility extensions to serve the District. The following off-site improvements are proposed for construction by the District:

- Activation of 16" City Forcemain (wastewater)
- Water Booster Pump Station (on-site) (water)
- Roadway Improvements are To Be Determined

Environmental Conservation/Mitigation

The District will be responsible for the design, permitting, construction, maintenance, and government reporting of any on-site environmental conservation areas required by governmental permits or approvals. The initial installation costs are estimated to be minimal, but the improvements are included within the CIP and may be subject to adjustment based on final permit requirements.

Professional Services

The CIP includes various professional services. These include: (i) engineering, surveying, architectural, and legal fees associated with implementation of the CIP, and (ii) permitting and plan review costs that are required for the design, permitting, construction, and maintenance of the public improvements and community facilities.

As noted, the CIP functions as a system of improvements benefitting all lands within the District.

4. PERMITTING

The status of the applicable permits necessary for the CIP is as follows:

Agency	Permit Description	Permit Status
City of Panama City	Development Orders	Under Design
Bay County	Right of Way/Transportation Permit	Under Design
FDOT	Right of Way/Transportation Permit	Under Design
FDEP	Water and Wastewater Permitting	Under Design
NWFWMD	ERP Permit	Under Design

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the cost estimate for the CIP. It is our professional opinion that the costs set forth in the table below are reasonable and consistent with market pricing.

Cost Estimate for District Facilities

Improvement	Estimated Costs	Construction Entity	Operation and Maintenance Entity
Stormwater Management System	$35,500,000.00	CDD	CDD
Roadways (Internal)	$12,500,000.00	CDD	CDD
Water & Wastewater Systems	$26,500,000.00	CDD	City
Undergrounding of Electrical Conduit	$3,500,000.00	CDD	GCEC
Hardscape, Landscape, & Irrigation	$1,000,000.00	CDD	CDD
Amenities, Parks, & Recreation	$4,000,000.00	CDD	CDD
Conservation & Mitigation Areas	$4,000,000.00	CDD	CDD
Off-Site Roadway Improvements	$1,000,000.00	CDD	County
Off-Site Utility Improvements	$8,150,000.00	CDD	City
Professional Services	$9,000,000.00	N/A	N/A
Contingency (15%)	$15,772,500.00	N/A	N/A
Total	$120,922,500.00		

*The probable costs estimated herein are subject to change and do not include bond issuance costs, capitalized interest, debt service reserve funds, or other financing costs that may be incurred by the District. All cost estimates are based on current market conditions as of the date of this Report and may require adjustment based on actual conditions at the time of construction, changes in regulatory requirements, or unforeseen site conditions.

6. CONCLUSION

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the CIP are necessitated by and reasonably required to serve the development within the District as contemplated by applicable development approvals and local government comprehensive plans;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of the CIP.

As described above, this report identifies the benefits from the CIP to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The CIP will be owned by the District or, upon dedication and acceptance, by other governmental units, and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements or rights-of-way dedicated to and in favor of the District or other governmental entity with authority to own and maintain such improvements. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations to the plans, provided such modifications comply with all applicable governmental regulations and approvals, and the District expressly reserves the right to do so subject to these conditions.

Christopher Forehand, P.E.
Florida License No. 58028
Date _____
[SEAL]

EXHIBIT A: Legal Descriptions of the District
EXHIBIT B: Vicinity Map
EXHIBIT C: Land Use Map
EXHIBIT D: Proposed Site Plan

EXHIBIT A- LEGAL DESCRIPTION

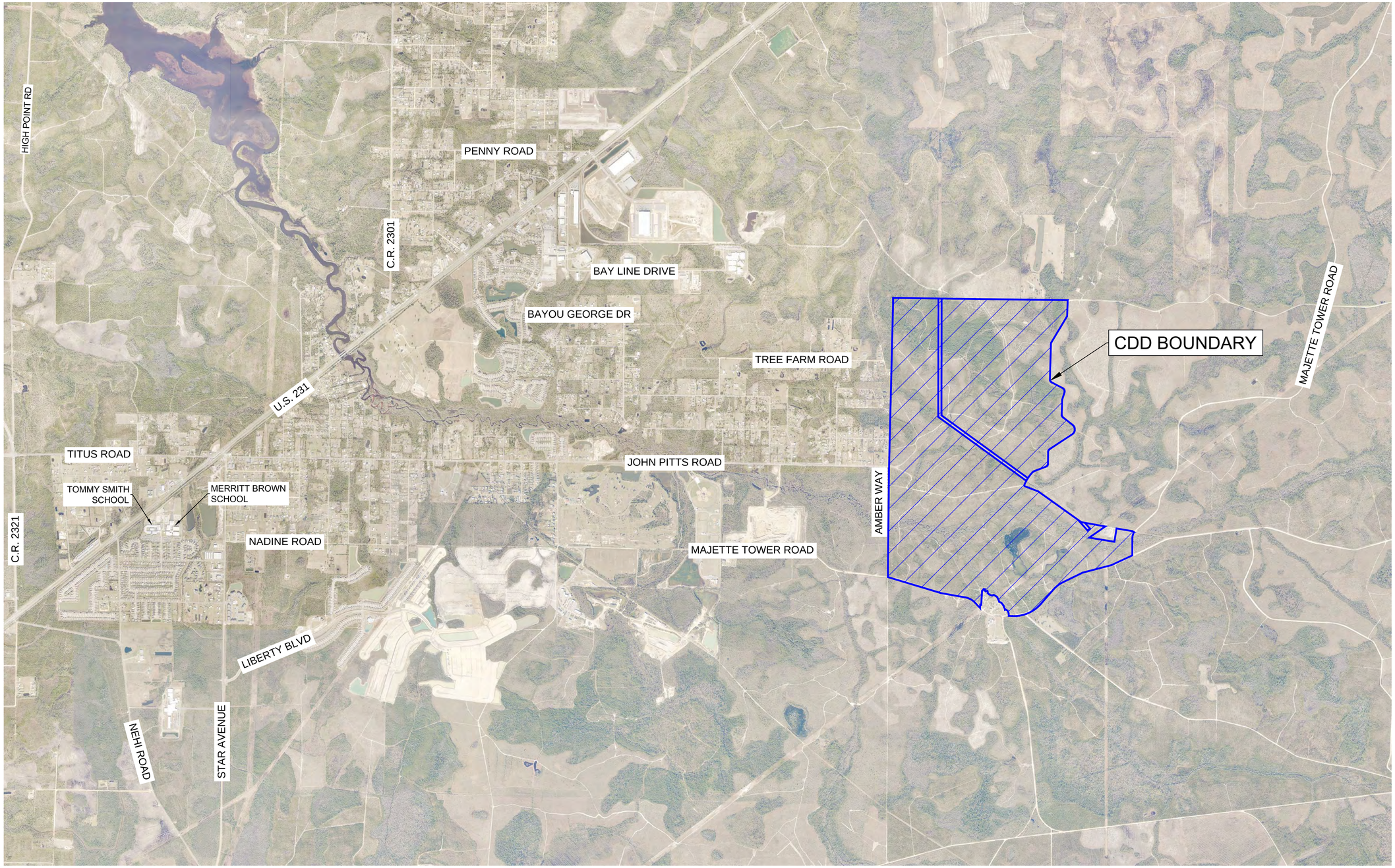
DESCRIPTION: A parcel of land lying in Section 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of

31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 1,500'

0 750' 1,500' 3,000'

SCALE: 1" = 1,500'

1909.04 GENERAL LOCATION MAP COMMUNITY DEVELOPMENT DISTRICT GENERAL LOCATION MAP Sheet EXHIBIT 1

REV	DATE	BY	REVISIONS

NOT RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	JDC
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	FEBRUARY 2026
ACAD FILE NAME:	1909.04loc map.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS ● CIVIL ENGINEERS ● LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

VICINITY MAP
PANAMA CITY NORTH
COMMUNITY DEVELOPMENT DISTRICT
PANAMA CITY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

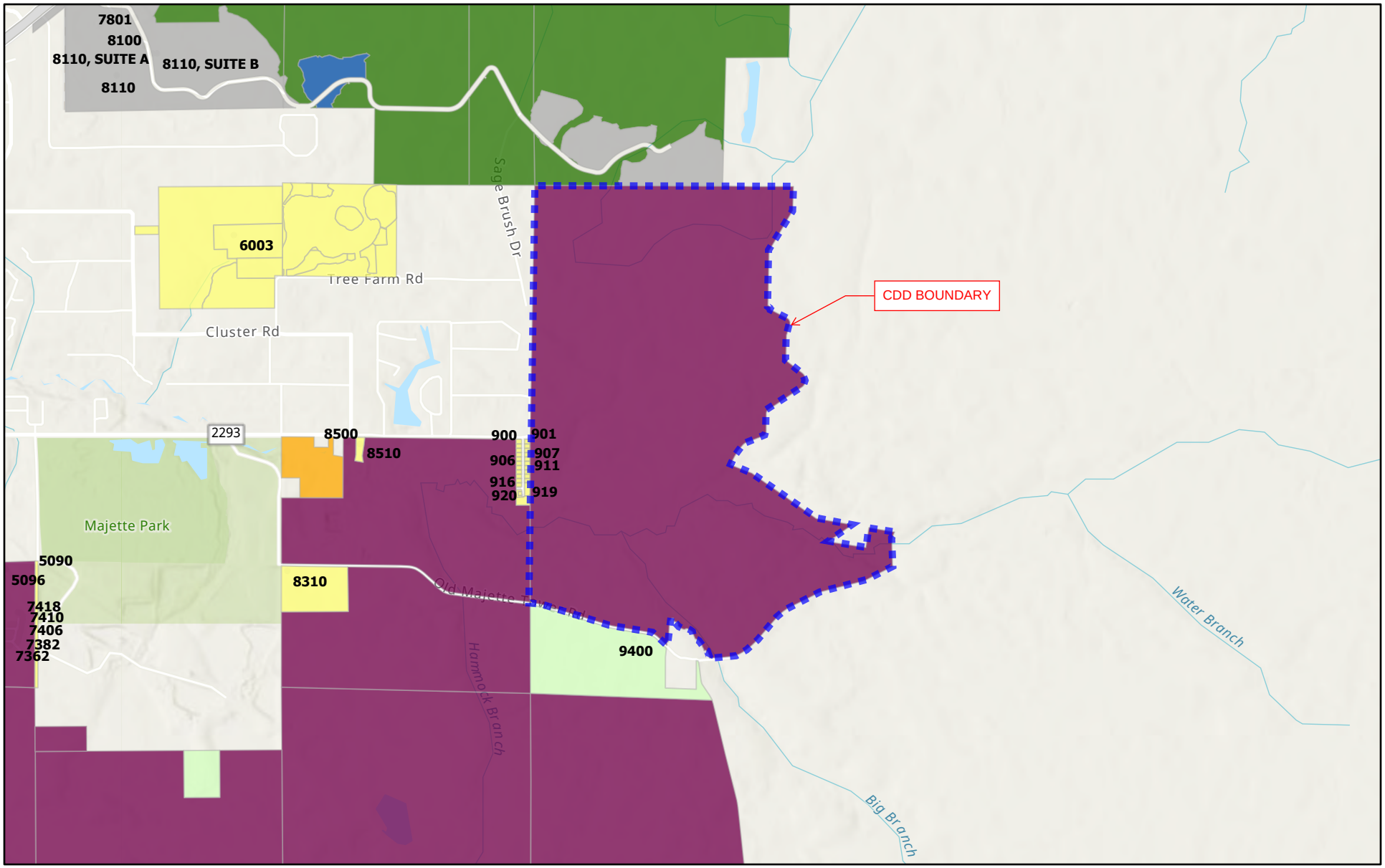
SHEET NUMBER
EXHIBIT B

PROJECT NUMBER
1909.04

Date: 2/5/2026 8:42 AM File: P:\1909.04 Shelton CDD\1 CIVIL 3D\Folder\Drawings\1909.04loc map.dwg

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EXHIBIT C - LAND USE MAP
ArcGIS Web Map



7/8/2026, 8:24:29 AM

Addresses_CPC

Future Land Use

- City Neighborhood Planning Area
- Residential
- Urban Residential
- Residential Vested
- Mixed Use
- General Commercial
- Downtown District
- Urban Community
- East Robinson Bayou
- Industry
- Public/Institutional
- Recreation
- Preservation
- Silviculture
- Lake
- Ditch
- Water
- Bay

World_Hillshade

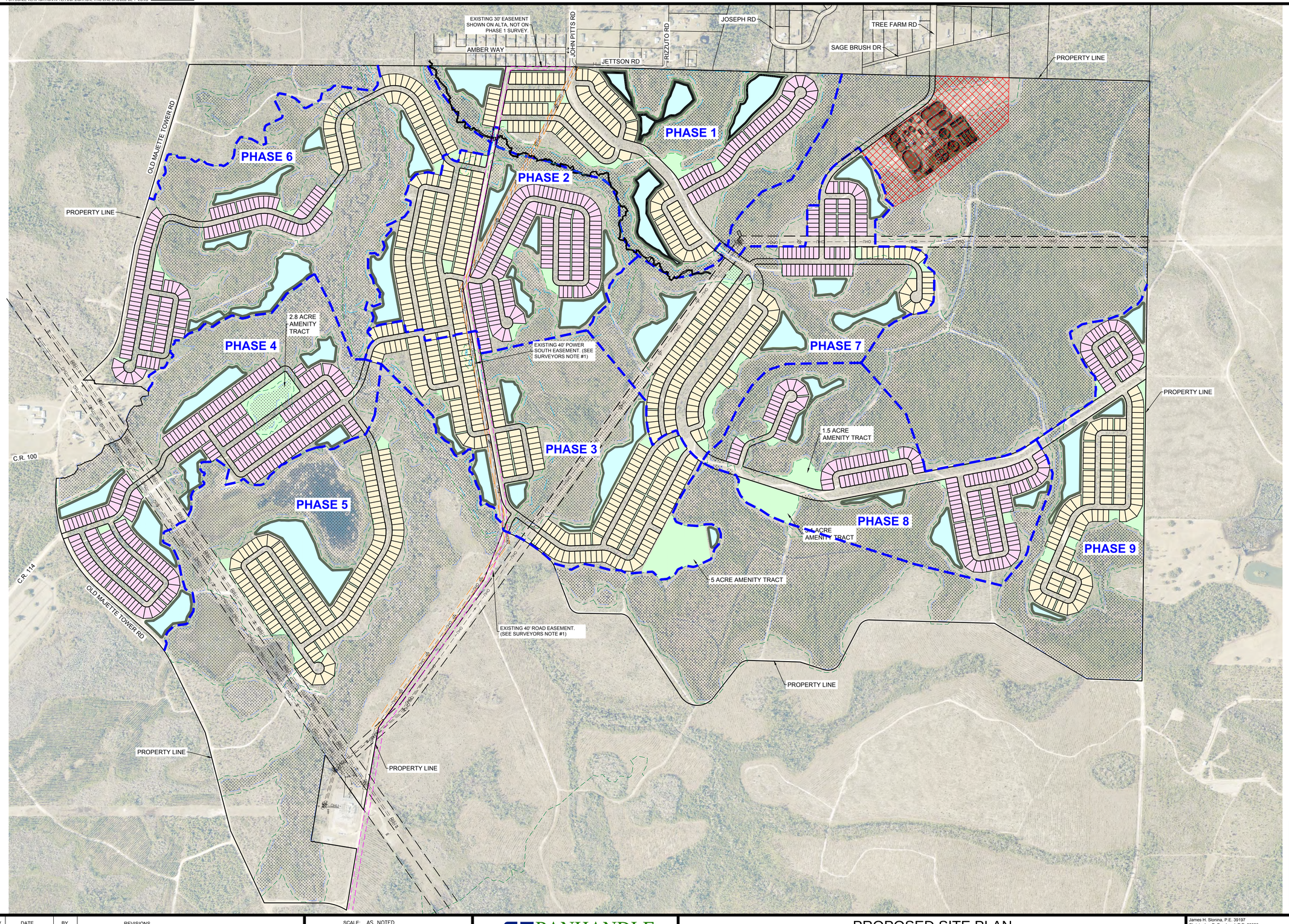
1:40,811

0 0.3 0.6 1.2 mi

0 0.5 1 2 km

Development Services and City of Panama City GIS, Developement Services and City of Panama City GIS, Sources: Esri, TomTom, Garmin, FAO, NOAA,

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 400'

0' 200' 400' 800'

SCALE: 1" = 400'

PREPARED WITHOUT BENEFIT OF TOPO OR BOUNDARY SURVEY AND SOIL PERCOLATION TEST. THEREFORE SITE LAYOUT & STORMWATER BASIN SIZING IS PRELIMINARY.

ZONED:
PLANNED UNIT DEVELOPMENT (PUD)

FUTURE LAND USE:
URBAN COMMUNITY (PC)

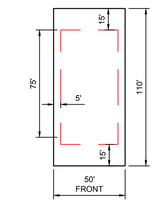
BUILDING SETBACKS:
FRONT: 15'
FRONT FUNCTIONING AS A SIDE: 15'
SIDE: 5'
REAR: 15'

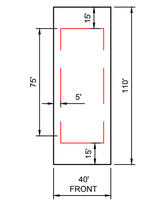
LOT LEGEND

DENOTES 50' WIDE LOTS

DENOTES 40' WIDE LOTS

50' WIDE LOTS = 900
40' WIDE LOTS = 900
NUMBER OF LOTS SHOWN = 1,800





TYPICAL LOT LAYOUT DETAILS
SCALE: 1" = 50'

LOT DATA TABLE			
PHASE	40' LOTS	50' LOTS	TOTAL LOTS
1	70	112	182
2	159	129	288
3	0	209	195
4	266	0	192
5	0	155	196
6	138	57	203
7	68	124	231
8	160	0	160
9	39	114	153
TOTAL	900	900	1800

SURVEYOR'S NOTE (GEOPOINT)

1. MULTIPLE EASEMENTS SHOWN HEREON WERE MOVED TO MATCH THE INTENT OF THE WRITTEN EASEMENT. INGRESS/EGRESS EASEMENTS WERE MOVED TO THE CENTERLINE OF DIRT ROADS AND POWERLINE EASEMENTS WERE MOVED TO THE CENTER OF EACH POWERLINE. HOWEVER THESE LOCATIONS DO NOT MATCH THE WRITTEN DEEDS OF RECORD IS IS THE UNDERSIGN'S OPINION THAT THESE WERE THE INTENDED LOCATIONS.

REV	DATE	BY	REVISIONS
NOT			RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	CBF
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	JUNE 2026
ACAD FILE NAME:	1909.13 master.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

PROPOSED SITE PLAN
SHELTON PARCEL DEVELOPMENT
BAY COUNTY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

SHEET NUMBER
EXHIBIT D

PROJECT NUMBER
1909.13

1909.13 MASTER SITE LAYOUT DEVELOPMENT MASTER SITE LAYOUT Sheet 1

Date: 6/30/2026 8:33 AM File: P:\1909.13 Shelton Master Planning\1 CIVIL\3DFolder\Drawings\1909.13 master.dwg

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Exhibit B:

Master Assessment Methodology for Panama City North Community Development District, dated July 29, 2026

MASTER

ASSESSMENT METHODOLOGY

FOR

PANAMA CITY NORTH

COMMUNITY DEVELOPMENT DISTRICT

Date: July 29, 2026

Prepared by

Governmental Management Services – Central Florida, LLC
219 E. Livingston Street
Orlando, FL 32801

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GMS-Central Florida, LLC does not represent Panama City North Community Development District as a Municipal Advisor or Securities Broker nor is GMS-Central Florida, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-Central Florida, LLC does not provide Panama City North Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

Panama City North Community Development District is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes, as amended (the "District"). The District plans to issue up to $157,965,000 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 Master Engineer's Report dated July 29, 2026, prepared by Panhandle Engineering, Inc as may be amended and supplemented from time to time (the "Engineer's Report"). The District anticipates the construction of public infrastructure improvements consisting of improvements that benefit property owners within the District.

1.1 Purpose

This Master Assessment Methodology Report (the "Assessment Report") provides for an assessment methodology for allocating the debt to be incurred by the District to benefiting properties within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the District's capital improvement plan ("CIP"). This Assessment Report 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 Bonds. This Assessment Report is designed to conform to the requirements of Chapters 170, 190, and 197, Florida Statutes, with respect to special assessments and is consistent with our understanding of case law on this subject.

The District intends to impose non ad valorem special assessments on the benefited lands within the District based on this Assessment Report. It is anticipated that all of the proposed special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes, collected directly, or through any other legal means of collection available to the District. It is not the intent of this Assessment 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 currently includes approximately 1,219.45 acres within Panama City within Bay County, Florida. The development program currently envisions approximately 1,800 residential units (herein the "Development"). The proposed Development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified accordingly.

The public improvements contemplated by the District in the CIP will provide facilities that benefit certain property within the District. The CIP is delineated in the Engineer's Report. Specifically, the District may construct and/or acquire certain stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency along with any other public projects authorized by Florida law. The acquisition and construction costs are summarized in Table 2.

The Assessment Report is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the CIP.
2. The District Engineer determines the assessable acres that benefit from the District's CIP.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct CIP.
4. This amount is initially divided equally among the benefited properties on a prorated gross acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the number of platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property, different in kind and degree than general benefits, for properties outside its borders as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to the assessable property within the District. The implementation of the CIP enables properties within its boundaries to be developed. Without the District's CIP, there would be no infrastructure to support development of land within the District. Without these improvements, development of the property within the District would be prohibited by law.

There is no doubt that the general public and property owners outside the District will benefit from the provision of the District's CIP. However, these benefits will be incidental to the District's CIP, which is designed solely to meet the needs of property within the District. Properties outside the District boundaries do not depend upon the District's CIP. The property owners within the District are therefore receiving special benefits not received by those outside the District's boundaries. The District has

determined that the general benefits conferred upon the public at large and properties outside the District are de minimis in relation to the special and peculiar benefits conferred upon assessed properties within the District. Accordingly, no portion of the assessments levied hereunder represents a charge for general benefits, and the full amount of the assessments reflects only special benefits conferred upon the assessed properties.

1.4 Requirements of a Valid Assessment Methodology

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

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

Florida law provides for a wide application of special assessments that meet these two requirements for valid special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District are greater than the costs associated with providing these benefits. The District Engineer estimates that the District's CIP that is necessary to support full development of property will cost approximately $120,922,500. The District's Underwriter projects that financing costs required to fund the infrastructure improvements, including project costs, the cost of issuance of the Bonds, the funding of debt service reserves and capitalized interest, will be approximately $157,965,000. Additionally, funding required to complete the CIP which is not financed with Bonds is expected to be funded by SE Land Dev, LLC, its successors, assigns or future purchaser or another related entity (the "Developer"). Without the CIP, the property would not be able to be developed and occupied by future residents of the community. For each product type within the District, the special and peculiar benefits received - including the added use of the property, added enjoyment, and increased marketability and value resulting from the CIP - are greater than the assessments allocated to that product type as set forth in Tables 5 and 6. This finding is supported by the fact that the CIP is necessary to enable any development of the property and that the market value attributable to a fully serviced lot in this location exceeds the per-unit assessment obligations set forth herein.

2.0 Assessment Methodology

2.1 Overview

The District is planning to issue up to $157,965,000 in Bonds, in one or more series to fund the District's CIP, provide for capitalized interest, a debt service reserve account and cost of issuance. It is the purpose of this Assessment Report to allocate the $157,965,000 in debt to the properties benefiting from the CIP.

Table 1 identifies the proposed land uses as identified by the Developer and current landowners of the land within the District. The District has relied on the Engineer's Report to develop the costs of the CIP needed to support the Development. These construction costs are outlined in Table 2. The improvements needed to support the Development are described in detail in the Engineer's Report and are estimated to cost $120,922,500. Based on the estimated costs, the size of the Bond issue under current market conditions needed to generate funds to pay for the CIP and related costs was determined by the District's Underwriter to total approximately $157,965,000. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. The CIP funded by District Bonds benefits all developable acres within the District.

The initial assessments will be levied on an equal basis to all acres within the District. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. At this point all of the lands within the District are benefiting from the improvements.

Once platting, site planning, or the recording of declaration of condominium, ("Assigned Properties") has begun, the assessments will be levied to the Assigned Properties based on the benefits they receive. The Unassigned Properties, defined as property that has not been platted, assigned development rights or subjected to a declaration of condominium, will continue to be assessed on a per acre basis ("Unassigned Properties"). Eventually the development plan will be completed and the debt relating to the Bonds will be allocated to the planned 1,800 residential units within the District, which are the beneficiaries of the CIP, as depicted in Table 5 and Table 6. If there are changes to the development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

Until all the land within the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

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

2.3 Allocation of Benefit

The CIP consists of stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency. There are two residential product types within the planned development. The Single Family 50' unit has been set as the base unit and has been assigned one equivalent residential unit ("ERU"). The ERU factors for each product type are based on the relative special benefit each product type receives from the CIP, as measured by factors including lot size, anticipated impervious surface area, demand placed on stormwater, utility and roadway infrastructure, and access to parks and amenities. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the improvements on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed CIP will provide several types of systems, facilities and services for its residents. These may include but are not limited to stormwater management systems, roadways (internal), water & wastewater systems, undergrounding of electrical conduit, hardscape, landscape, and irrigation, amenities, parks, and recreation, conservation and mitigation areas, off-site roadway improvements, off-site utility improvements, professional services, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection from the improvements in fact actually provided.

For the provision of CIP, the special and peculiar benefits are:

1) the added use of the property,
2) added enjoyment of the property, and
3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the District's CIP have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed CIP is developed or acquired and financed by the District.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto 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 is processed, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Property. 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 then no adjustment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner 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 net annual debt service assessments will be required. In addition, if any Unassigned Property is permanently removed from the developable land base for any reason (including changes in entitlements, environmental restrictions, dedication, or condemnation), the District shall treat such removal as a triggering event requiring a true-up calculation, and the landowner shall be required to make a true-up payment or the District shall reduce the outstanding par amount of the Bonds to a level supportable by the remaining assessable properties.

4.0 Assessment Roll

The District will initially distribute the liens 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 7. If the land use plan changes, then the District will update Tables 1, 4, 5 and 6 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. At this time the debt associated with the District's CIP will be distributed evenly across the acres within the District. As the development process occurs, the debt will be distributed against the Assigned Property in the manner described in this Assessment Report. The current assessment roll is depicted in Table 7.

TABLE 1
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
DEVELOPMENT PROGRAM
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Totals	ERUs per Unit (1)	Total ERUs
Single Family - 40'	900	900	0.80	720.00
Single Family - 50'	900	900	1.00	900.00
Total Units	1,800	1,800		1,620.0

(1) Benefit is allocated on an ERU basis based on the special benefit received from the CIP improvements. The allocation is density of planned development, with a Single Family 50' unit equal to 1 ERU. The District has determined that this allocation methodology provides a fair and reasonable apportionment of the debt among the benefited properties in accordance with Section 170.201, Florida Statutes

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 2
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
INFRASTRUCTURE COST ESTIMATES
MASTER ASSESSMENT METHODOLOGY

Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Management System	$35,500,000
Roadways (Internal)	$12,500,000
Water & Wastewater Systems	$26,500,000
Undergrounding of Electrical Conduit	$3,500,000
Hardscape, Landscape, & Irrigation	$1,000,000
Amenities, Parks, & Recreation	$4,000,000
Conservation & Mitigation Areas	$4,000,000
Off-Site Roadway Improvements	$1,000,000
Off-Site Utility Improvements	$8,150,000
Professional Services	$9,000,000
Contingency	$15,772,500
	$120,922,500

(1) A detailed description of these improvements is provided in the Master Engineer's Report dated July 29, 2026

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 3
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
BOND SIZING
MASTER ASSESSMENT METHODOLOGY

Description	**Total**
Construction Funds	$120,922,500
Debt Service Reserve	$12,096,556
Capitalized Interest	$20,535,450
Underwriters Discount	$3,159,300
Cost of Issuance	$1,250,000
Rounding	$1,194
Par Amount*	**$157,965,000**

Bond Assumptions:

Average Coupon	6.50%
Amortization	30 years
Capitalized Interest	24 months
Debt Service Reserve	Max Annual D/S
Underwriters Discount	2%

* Par amount is subject to change based on the actual terms at the sale of the Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF BENEFIT
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvements Costs Per Product Type	Improvement Costs Per Unit
Single Family - 40'	900	0.80	720.00	44.44%	$53,743,333	$59,715
Single Family - 50'	900	1.00	900.00	55.56%	$67,179,167	$74,644
Totals	1,800		1,620.00	100.00%	$120,922,500	

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

TABLE 5
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
ALLOCATION OF TOTAL BENEFIT/PAR DEBT TO EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Total Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Single Family - 40'	900	$53,743,333	$70,206,667	$78,007
Single Family - 50'	900	$67,179,167	$87,758,333	$97,509
Totals	1,800	$120,922,500	$157,965,000	

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
MASTER ASSESSMENT METHODOLOGY

Product Types	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Single Family - 40'	900	$70,206,667	$78,007	$5,376,247	$5,974	$6,355
Single Family - 50'	900	$87,758,333	$97,509	$6,720,309	$7,467	$7,944
Totals	1,800	$157,965,000		$12,096,556		

(1) This amount includes 6% for collection fees and early payment discounts when collected on the Bay County Tax Bill

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

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 7
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
MASTER ASSESSMENT METHODOLOGY

Owner	Property*	Net Acres	Total Par Debt Allocation Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
SE Land Dev, LLC	Panama City North CDD	1219.45	$129,538	$157,965,000	$12,096,556	$12,868,676
Totals		1219.45		$157,965,000	$12,096,556	$12,868,676

(1) This amount includes 6% to cover collection costs and early payment discounts when collected utilizing the uniform method. As authorized by Section 197.3632, Florida Statutes, when collected utilizing the uniform method of collection pursuant to Chapter 197, Florida Statutes

Annual Assessment Periods	30
Average Coupon Rate (%)	6.50%
Maximum Annual Debt Service	$12,096,556

* - See Metes and Bounds, attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

EXHIBIT A- LEGAL DESCRIPTION

DESCRIPTION: A parcel of land lying in Section 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of

31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

SECTION 4

This instrument was prepared by:

Savannah Hancock, Esq.
Kilinski | Van Wyk PLLC
517 E. College Avenue
Tallahassee, Florida 32301

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF MASTER SPECIAL ASSESSMENTS / GOVERNMENTAL LIEN OF RECORD
(Master Debt Assessments)

PLEASE TAKE NOTICE that the Board of Supervisors of Panama City North Community Development District ("**District**") in accordance with Chapters 170, 190, and 197, *Florida Statutes*, previously adopted Resolution Nos. 2026-32 and 2026-33 (together, "**Master Assessment Resolutions**"). The Master Assessment Resolutions levy and impose one or more non-ad valorem, debt service special assessment lien(s) ("**Master Assessments**"), which are levied on the property described in **Exhibit A** ("**Master Assessment Area**") and are intended to secure the District's repayment of debt service on future special assessment revenue bonds ("**Master Bonds**"). Such Master Bonds are intended to finance all or a portion of the District's capital improvement plan, which is defined in the Master Assessment Resolutions and described in *Panama City North Community Development District Master Engineer's Report*, dated July 29, 2026, as may be amended or supplemented from time to time ("**Master Engineer's Report**"). The Master Assessments are further described in the District's *Master Assessment Methodology for Panama City North Community Development District*, dated July 29, 2026, as may be amended or supplemented from time to time ("**Master Assessment Report**").

A copy of the Master Engineer's Report, Master Assessment Report and Master Assessment Resolutions may be obtained from the registered agent of the District as designated to the Florida Department of Commerce in accordance with Section 189.014, *Florida Statutes*, or by contacting the District Manager by mail at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801, or by phone at (407) 841-5524.

The Master Assessments were legally and validly determined and levied in accordance with all applicable requirements of Florida law, and constitute and will at all relevant times in the future constitute, legal, valid, and binding first liens on the land against which they are assessed until paid, coequal with the lien of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims, except for liens of state, county, district, and municipal taxes. Please note that, as part of the Master Assessments, the Master Assessment Resolutions require that certain "True-Up Payments" be made in certain circumstances including those described in the Master Assessment Report, and landowners should familiarize themselves with those requirements, as they constitute a requirement under the liens. Failure to make required True-Up Payments when due will constitute a default under the Master Assessments and may result in foreclosure proceedings or the exercise of any other remedies available to the District at law or in equity.

The District is a special-purpose form of local government established pursuant to and governed by Chapter 190, *Florida Statutes*. The Master Assessments constitute liens that run with the land and are binding upon all current and future owners and their successors and assigns. This notice will remain effective even if the District undergoes merger, boundary amendment, or name change. Further, upon recording, this notice will constitute a lien of record under Florida law, including but not limited to Chapters 170, 190, and 197, *Florida Statutes*, and Sections 197.552 and 197.573, *Florida Statutes*, among others.

Pursuant to Section 190.048, *Florida Statutes*, you are hereby notified that: **PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THE MASTER ASSESSMENT AREA. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

IN WITNESS WHEREOF, this Notice is effective as of the 29th day of September 2026 and will be recorded in the Public Records of Bay County, Florida.

WITNESSES

By: _____
Name: _____
Address: _____
_____
_____

By: _____
Name: _____
Address: _____
_____
_____

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____ 2026, by Jill Burns, as District Manager of **Panama City North Community Development District**, who appeared before me, and who is either personally known to me, or produced _____ as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name:_____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

EXHIBIT A

Legal Description of Master Assessment Area (District Boundaries)

DESCRIPTION: A parcel of land lying in Sections 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the

Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of 31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1,219.450 acres, more or less.

SECTION B

SECTION 1

RESOLUTION 2026-34

RESOLUTION OF THE BOARD OF SUPERVISORS OF PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS THAT MAY BE LEVIED BY PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, FLORIDA STATUTES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Panama City North Community Development District ("**District**") was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments that include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapters 170 and 197, *Florida Statutes*, for the acquisition, maintenance, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

WHEREAS, the above referenced assessments are non-ad valorem in nature and, therefore, may be levied and collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levy, collection, and enforcement of such non-ad valorem assessments (the "**Uniform Method**"); and

WHEREAS, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing on the District's intent to use the Uniform Method to be advertised weekly in a newspaper of general circulation within Bay County for four (4) consecutive weeks prior to such hearing; and

WHEREAS, the District has held a public hearing pursuant to Section 197.3632, *Florida Statutes*, at which the public and landowners were given an opportunity to be heard regarding the use of the Uniform Method; and

WHEREAS, the District desires to use the Uniform Method for the levy, collection, and enforcement of non-ad valorem special assessments authorized by Section 197.3632, Florida Statutes, including benefit and maintenance assessments, over all the lands in the District as further described in **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. Panama City North Community Development District, upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its need and intent to use the Uniform Method of collecting assessments imposed by the District over the lands described in **Exhibit A**, as provided in Chapters 170 and 197, *Florida Statutes*, each of which are non-ad valorem assessments that may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on all of its indebtedness

and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District's use of the Uniform Method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the Uniform Method for that year is in the best interests of the District.

SECTION 2. The District's Secretary must provide, by United States mail no later than January 10, 2027, the Property Appraiser and Tax Collector of Bay County and the Department of Revenue of the State of Florida with a copy of this Resolution, and is authorized to enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

SECTION 3. If any provision of this Resolution is held to be illegal or invalid, the other provisions will remain in full force and effect.

SECTION 4. This Resolution will become effective upon its passage and will remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of September 2026.

ATTEST:

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

EXHIBIT A:
Legal Description of Panama City North Community Development District

DESCRIPTION: A parcel of land lying in Sections 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance

of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of 31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet; thence S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

SECTION C

SECTION 1

RESOLUTION 2026-35

THE ANNUAL APPROPRIATION RESOLUTION OF THE PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2025, AND ENDING SEPTEMBER 30, 2026; AND FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Panama City North Community Development District ("**District**") was established by Ordinance No. 3305 of the City of Panama City, Florida, effective June 9, 2026, as amended by Ordinance No. 3314 of the City of Panama City, Florida, effective September 8, 2026; and

WHEREAS, the District Manager has submitted to the Board of Supervisors ("**Board**") of the District proposed budgets for the remainder of the fiscal year beginning October 1, 2025, and ending September 30, 2026 ("**Fiscal Year 2026**"), and for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**Fiscal Year 2027**"), along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statute*s ("**Proposed Budgets**"); and

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. BUDGET

a. The Board has reviewed the Proposed Budgets, copies of which are on file with the office of the District Manager and at the District's Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

b. The Proposed Budget for the remainder of Fiscal Year 2026, attached hereto as **Exhibit A,** as amended by the Board, and the Proposed Budget for Fiscal Year 2027, attached hereto as **Exhibit B**, as amended by the Board, are hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (together, the "**Adopted Budgets**"), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budgets may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

c. The Adopted Budgets, as amended, must be maintained in the office of the District Manager and at the District's Local Records Office and identified as: "*The Budget for the Panama City North Community Development District for the Fiscal Year Ending September 30, 2026*"; and "*The Budget for the Panama City North Community Development District for the Fiscal Year Ending September 30, 2027*".

d. The Adopted Budgets must be posted by the District Manager on the District's official website within thirty (30) days after adoption and must remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

a. ***Fiscal Year 2026.*** There is hereby appropriated out of the revenues of the District, for Fiscal Year 2026, the sum of $_____ to be raised by developer funding or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND $_____

b. ***Fiscal Year 2027.*** There is hereby appropriated out of the revenues of the District, for Fiscal Year 2027, the sum of $_____ to be raised by developer funding or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND $_____

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, at any time within Fiscal Year 2026 or Fiscal Year 2027, as applicable, or within sixty (60) days following the end of the Fiscal Year 2026 or Fiscal Year 2027, as applicable, the District may amend its Adopted Budget for that fiscal year as follows:

a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, if the total appropriations of the fund do not increase.

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

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

The District Manager or Treasurer must ensure that any amendments to the budget under Section 3.c. above are posted on the District's website within five (5) days after adoption and remain on the website for at least two (2) years.

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

PASSED AND ADOPTED THIS 29TH DAY OF SEPTEMBER, 2026.

ATTEST:

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson/Vice Chairperson, Board of Supervisors

Exhibit A: Adopted Budget for Fiscal Year 2026 & Fiscal Year 2027

Exhibit A:
Adopted Budget for Fiscal Year 2026 & Fiscal Year 2027

Panama City North

Community Development District

Proposed Budget

FY2026 - FY2027

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1 General Fund

2-4 General Fund Narrative

Panama City North
Community Development District
Proposed Budget
General Fund

Description	Proposed Budget FY2026*	Proposed Budget FY2027
Revenues		
Developer Contributions	$ 30,101	$ 141,628
Total Revenues	**$ 30,101**	**$ 141,628**
Expenditures		
Panama City North		
Supervisor Fees	$ 2,000	$ 12,000
FICA Expenditures	$ 153	$ 918
Engineering	$ 2,500	$ 15,000
Attorney	$ 4,167	$ 25,000
Audit Fees	$ -	$ 4,500
Assessment Administration	$ -	$ 5,000
Arbitrage	$ -	$ 450
Dissemination	$ -	$ 5,000
Disclosure Software	$ -	$ 2,500
Trustee Fees	$ -	$ 4,500
Management Fees	$ 6,667	$ 40,000
Information Technology	$ 300	$ 1,800
Website Maintenance **	$ 1,950	$ 1,200
Telephone	$ 50	$ 300
Postage & Delivery	$ 167	$ 1,000
Insurance	$ 833	$ 5,000
Copies	$ 167	$ 1,000
Legal Advertising	$ 10,000	$ 10,000
Contingencies	$ 833	$ 5,000
Office Supplies	$ 104	$ 625
Travel Per Diem	$ 110	$ 660
Dues, Licenses & Subscriptions	$ 100	$ 175
Total Expenditures	**$ 30,101**	**$ 141,628**
Excess Revenues/(Expenditures)	$ -	$ -

* This budget is prorated for August 2026
**Budget amount includes a one-time website creation fee.

Panama City North
Community Development District
General Fund Narrative

Revenues:

Developer Contributions

The District will enter into a funding agreement with the Developer to fund the General Fund expenditures for the Fiscal Year.

Expenditures:

General & Administrative:

Supervisor Fees

Represents costs associated with compensation paid to members of the Board of Supervisors pursuant to Chapter 190, Florida Statutes, which allows each Board member to receive $200 per meeting, not to exceed $4,800 per year, for time devoted to District business and meetings.

FICA Expenditures

Represents the Employer's share of Social Security and Medicare taxes withheld from Board of Supervisors checks.

Engineering

Represents costs associated with general engineering services to the District, including attendance and preparation for monthly Board meetings, review of invoices, and assistance with various projects as directed by the Board of Supervisors and the District Manager.

Attorney

Represents costs associated with general legal services, including attendance and preparation for Board meetings, preparation and review of agreements, resolutions, contracts, and other legal services requested by the Board of Supervisors and District Manager.

Audit Fees

Represents the cost to contract with an independent certified public accountant to annually audit the District's financial records as required by Florida Statutes.

Assessment Administration

Represents costs associated with assessment administration services provided by Governmental Management Services – Central Florida, LLC, including levying and administering the collection of non-ad valorem assessments on assessable property within the District.

Arbitrage

Represents the cost of contracting with an independent certified public accountant to annually calculate the District's Arbitrage Rebate Liability on its anticipated bonds.

Dissemination

Represents costs associated with compliance with Securities and Exchange Commission (SEC) Rule 15c2-12(b)(5), including continuing disclosure and reporting requirements related to the District's anticipated bond series.

Disclosure Software

Represents costs associated with disclosure software services provided by Disclosure Technology Services, LLC for filing reports required pursuant to the Continuing Disclosure Agreements related to the District's anticipated bond series.

Trustee Fees

Represents costs associated with trustee services related to the issuance of the District's anticipated bond series.

Management Fees

Represents of Board costs associated with management, accounting, and administrative services provided under a Management Agreement with Governmental Management Services – Central Florida, LLC, including recording and transcription meetings, administrative support, budget preparation, financial reporting, and coordination of annual audits.

Information Technology

Represents costs associated with information technology services provided by Governmental Management Services – Central Florida, LLC, including video conferencing services, cloud storage, servers, cybersecurity, accounting software, and related systems support.

Website Maintenance

Represents costs associated with monitoring and maintaining the District's website in accordance with Chapter 189, Florida Statutes, provided by Governmental Management Services – Central Florida, LLC, including site performance assessments, security and firewall maintenance, updates, document uploads, hosting, domain renewals, and website backups.

Telephone

Represents costs associated with telephone and fax services utilized for District operations and administration.

Postage & Delivery

Represents costs associated with mailing and delivery services for District operations, including Board meeting agenda packages, overnight deliveries, correspondence, and related administrative mailings.

Insurance

Represents costs associated with the District's general liability and public officials' liability insurance coverages provided by Florida Insurance Alliance (FIA).

Copies

Represents costs associated with printing and binding Board meeting agenda packages, printing computerized checks, stationery, envelopes, and other administrative materials utilized for District operations.

Legal Advertising

Represents costs associated with advertising legally required notices for monthly Board meetings, public hearings, and other District-related matters in a newspaper of general circulation.

Contingencies

Represents costs associated with bank charges and other miscellaneous expenses incurred during the fiscal year related to District operations.

Office Supplies

Represents costs associated with office and administrative supplies purchased throughout the fiscal year, including paper, minute books, file folders, labels, paper clips, and other materials utilized for District operations.

Travel Per Diem

Represents costs associated with reimbursement of travel expenditures incurred by the Board of Supervisors while conducting official District business.

Dues, Licenses & Subscriptions

Represents costs associated with the $175 annual fee required to be paid to the Florida Department of Commerce. This is the only expense budgeted under this category for the District.

SECTION D

SECTION 1

RESOLUTION 2026-36

A RESOLUTION OF THE BOARD OF SUPERVISORS OF PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING RULES OF PROCEDURE; ADOPTING A SUSPENSION AND TERMINATION OF ACCESS RULE; ADOPTING RATES, FEES AND CHARGES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Panama City North Community Development District ("District") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, which owns, operates and maintains, or anticipates owning, operating and maintaining, certain amenity facilities and other public facilities (collectively, "Amenity Facilities"); and

WHEREAS, Chapters 190 and 120, *Florida Statutes*, authorize the District to adopt rules, rates, charges and fees to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

WHEREAS, to provide for efficient and effective District operations and to maintain compliance with Florida law, the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board also desires to adopt rules relating to the suspension or termination of patrons' rights to use the Amenity Facilities; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the *Suspension and Termination of Access Rule* ("Disciplinary Rule"), which is attached hereto as **Exhibit B** and incorporated herein by this reference, for immediate use and application; and

WHEREAS, the Board finds that it is in the best interests of the District and necessary for the efficient operation of the District to adopt by resolution the fee schedule, which is attached hereto as **Exhibit C** and incorporated herein by this reference, for immediate use and application ("Fee Schedule"); and

WHEREAS, the Board finds that the Fee Schedule outlined in **Exhibit C** is just and equitable, and uniform for users of the same class, having been based upon (i) the amount of service furnished; and (ii) other factors affecting the use of the facilities furnished; and

WHEREAS, the Board has complied with applicable Florida law concerning rule development, ratemaking, and rule and rate adoption, including without limitation the requirements of Sections 120.54 and 190.035, *Florida Statutes*, and the holding of public hearings thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Rules of Procedure set forth in **Exhibit A** are hereby adopted pursuant to this Resolution as necessary for the conduct of District business. The Rules of Procedure will remain in full force and effect until the Board amends the Rules of Procedure in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 2. The Disciplinary Rule set forth in **Exhibit B** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business and will remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes.*

SECTION 3. The Fee Schedule set forth in **Exhibit C** is hereby adopted pursuant to this Resolution as necessary for the conduct of District business and the Board of Supervisors hereby finds the rates, fees and charges contained in the Fee Schedule as reasonable, just, equitable and in the District's best interests. The Fee Schedule will remain in full force and effect unless revised or repealed by the District in accordance with Chapters 120 and 190, *Florida Statutes*.

SECTION 4. If any provision of this Resolution is held to be illegal or invalid, the other provisions will remain in full force and effect.

SECTION 5. This Resolution will become effective upon its passage and will remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 29th day of September, 2026.

ATTEST:

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary / Assistant Secretary

_____
Chairperson, Board of Supervisors

Exhibit A: Rules of Procedure
Exhibit B: Disciplinary Rule
Exhibit C: Fee Schedule

EXHIBIT A:
RULES OF PROCEDURE

[BEGINS AT FOLLOWING PAGE]

RULES OF PROCEDURE
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

EFFECTIVE AS OF SEPTEMBER 29, 2026

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Rule 1.0 General.

(1) Panama City North Community Development District ("District") was created pursuant to the provisions of Chapter 190 of the 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 ("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) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

Rule 1.1 Board of Supervisors; Officers and Voting.

(1) Board of Supervisors. The Board of Supervisors of the District ("Board") shall consist of five (5) members. Members of the Board ("Supervisors") appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.

(a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.

(b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.

(c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.

(d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.

(2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.

(a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District's behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a

meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

(b) The Vice-Chairperson 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-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson 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. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars ($1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars ($1,000,000) that names the District as an additional insured.

(e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff 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. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

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

(g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.

(3) Committees. The Board may establish committees of the Board, 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, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation. Florida Open Meetings Laws apply to such Committees.

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

(5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accordance with the provisions of Chapter 286 of the Florida Statutes.

(6) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution and Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.

(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 Board member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board

member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

(b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (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 of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.

(c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.

(d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.3143, 190.006, 190.007, Fla. Stat.

Rule 1.2 District Offices; Public Information and Inspection of Records; Policies; Service Contract Requirements; Financial Disclosure Coordination.

(1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:

(a) Agenda packages for prior twenty-four (24) months and next meeting;

(b) Official minutes of meetings, including adopted resolutions of the Board;

(c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;

(d) Adopted engineer's reports;

(e) Adopted assessment methodologies/reports;

(f) Adopted disclosure of public financing;

(g) Limited Offering Memorandum for each financing undertaken by the District;

(h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;

(i) District policies and rules;

(j) Fiscal year end audits; and

(k) Adopted budget for the current fiscal year.

The District Manager shall ensure that each District records office contains the documents required by Florida law.

(2) Public Records. District public records include, but are not limited to, all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received in connection with the transaction of official business of the District. All District public records not otherwise restricted by law may be copied or inspected at the District Manager's office during regular business hours. Certain District records can also be inspected and copied at the District's local records office during regular business hours. All written public records requests shall be directed to the Secretary who by these rules

is appointed as the District's records custodian. Regardless of the form of the request, any Board member or staff member who receives a public records request shall immediately forward or communicate such request to the Secretary for coordination of a prompt response. The Secretary, after consulting with District Counsel as to the applicability of any exceptions under the public records laws, shall be responsible for responding to the public records request. At no time can the District be required to create records or summaries of records, or prepare opinions regarding District policies, in response to a public records request.

(3) Service Contracts. Any contract for services, regardless of cost, shall include provisions required by law that require the contractor to comply with public records laws. The District Manager shall be responsible for initially enforcing all contract provisions related to a contractor's duty to comply with public records laws.

(4) Fees; Copies. Copies of public records shall be made available to the requesting person at a charge of $0.15 per page for one-sided copies and $0.20 per page for two-sided copies if not more than 8 ½ by 14 inches. For copies of public records in excess of the sizes listed in this section and for outside duplication services, the charge shall be equal to the actual cost of reproduction. Certified copies of public records shall be made available at a charge of one dollar ($1.00) per page. If the nature or volume of records requested requires extensive use of information technology resources or extensive clerical or supervisory assistance, the District may charge, in addition to the duplication charge, a special service charge that is based on the cost the District incurs to produce the records requested. This charge may include, but is not limited to, the cost of information technology resource, employee labor, and fees charged to the District by consultants employed in fulfilling the request. In cases where the special service charge is based in whole or in part on the costs incurred by the District due to employee labor, consultant fees, or other forms of labor, those portions of the charge shall be calculated based on the lowest labor cost of the individual(s) who is/are qualified to perform the labor, taking into account the nature and volume of the public records to be inspected or copied. The charge may include the labor costs of supervisory and/or clerical staff whose assistance is required to complete the records request, in accordance with Florida law. For purposes of this Rule, the word "extensive" shall mean that it will take more than 15 minutes to locate, review for confidential information, copy and re-file the requested material. In cases where extensive personnel time is determined by the District to be necessary to safeguard original records being inspected, the special service charge provided for in this section shall apply. If the total fees, including but not limited to special service charges, are anticipated to exceed twenty-five dollars ($25.00), then, prior to commencing work on the request, the District will inform the person making the public records request of the estimated cost, with the understanding that the final cost may vary from that estimate. If the person making the public records request decides to proceed with the request, payment of the estimated cost is required in advance. Should the person fail to pay the estimate, the District is under no duty to produce the requested records. After the request has been fulfilled, additional payments or credits may be

due. The District is under no duty to produce records in response to future records requests if the person making the request owes the District for past unpaid duplication charges, special service charges, or other required payments or credits.

(5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.

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

(7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Supervisors and other persons required by Florida law to file a statement of financial interest due to their affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Supervisor and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Supervisor and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, 190.006, Fla. Stat.

Rule 1.3 Public Meetings, Hearings, and Workshops.

(1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days' public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week, and shall satisfy the requirement to give at least seven (7) days' public notice stated herein. Each Notice shall state, as applicable:

(a) The date, time and place of the meeting, hearing or workshop;

(b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;

(c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and

(d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least three (3) business days before the meeting/hearing/workshop by contacting the District Manager at Jill Burns, jburns@gmscfl.com, Governmental Management Services - Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (407) 841-5524. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."

(e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

(f) The following or substantially similar language: "The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record."

The date, time, and place of each meeting, hearing, or workshop of the Board shall additionally be posted on the District's website at least seven (7) days before each meeting, hearing, or workshop.

(2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has 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.

(3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop, except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval ("Meeting Materials"). Inclusion of additional materials for Board consideration other than those defined herein as "meeting materials" shall not convert such materials into Meeting Materials. For good cause, which includes but is not limited to emergency situations, time-sensitive matters, or newly discovered information essential for Board consideration, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

The District may, but is not required to, use the following format, or similar format, in preparing its agenda for its regular meetings:

Call to order
Roll call
Public comment
Organizational matters
Review of minutes
Specific items of old business
Specific items of new business
Staff reports
(a) District Counsel
(b) District Engineer
(c) District Manager

1. Financial Report
2. Approval of Expenditures

Supervisor's requests and comments
Public comment
Adjournment

(4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.

(5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.

(6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, including the specific reasons for the emergency meeting. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. 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. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.

(7) Public Comment. The Board shall set aside three (3) minutes per person, unless extended or reduced by the Chairperson based on the number of speakers, the meeting agenda and other reasonable factors, at each meeting for public comment, and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.

(8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the

funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.

(9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

(10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist. Extraordinary circumstances may include, but are not limited to, illness, family emergencies, or other significant schedule conflicts which prevent in-person meeting attendance.

(11) Board Authorization. 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, an opportunity for final board discussion and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.

(12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:

(a) The Board identifies on the record at the original meeting a reasonable need for a continuance;

(b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and

(c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.

(13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened, and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

(14) Security and Firesafety Board Discussions. Portions of a meeting which relate to or would reveal a security or firesafety system plan or portion thereof made confidential and exempt by section 119.071(3)(a), Florida Statutes, are exempt from the public meeting requirements and other requirements of section 286.011, *Florida Statutes*, and section 24(b), Article 1 of the State Constitution. Should the Board wish to discuss such matters, members of the public shall be required to leave the meeting room during such discussion. Any records of the Board's discussion of such matters, including recordings or minutes, shall be maintained as confidential and exempt records in accordance with Florida law.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 189.069(2)(a)16, 190.006, 190.007, 190.008, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse

(1) Internal Controls. The District shall establish and maintain internal controls designed to:

(a) Prevent and detect "fraud," "waste" and "abuse" as those terms are defined in section 11.45(1), *Florida Statutes*; and
(b) Promote and encourage compliance with applicable laws, rules,, contracts, grant agreements, and best practices; and
(c) Support economical and efficient operations; and
(d) Ensure reliability of financial records and reports; and
(e) Safeguard assets.

(2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 218.33(3), Fla. Stat.

Rule 2.0 Rulemaking Proceedings.

(1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District Rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A "rule" is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District ("Rule"). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.

(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 a proposed rule 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 (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least seven (7) days before the notice of rulemaking described in Section 2.0(3), infra., and at least thirty-five (35) days prior to the public hearing on the proposed 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 grant of rulemaking authority for the proposed rule and law being implemented, include the proposed rule number, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.

(b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the 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, including: a short, plain explanation of the purpose and effect of the proposed action, the proposed rule number (if applicable), a reference to the specific rulemaking authority pursuant to which the rule is adopted, a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific, and the name, e-mail address, and telephone number of the staff member who may be contacted regarding the intended action. The notice shall include a summary of the District's statement of estimated regulatory costs and the website address where the complete statement of estimated regulatory costs may be viewed, if such a

statement has been prepared pursuant to 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), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

(b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule and any material proposed to be incorporated by reference shall be available for inspection and copying by the public at the time of the publication of notice.

(c) The notice shall be mailed, delivered electronically to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to publication of the notice, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.

(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 Chairperson 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 to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, 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 rulemaking. Not later than thirty (30) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.

(6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the 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 of the Florida Statutes; and

(d) The published notice.

(7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, 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. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (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. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.

(8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that it is necessitated by immediate danger to the public health, safety, or welfare which requires immediate action, or if the Legislature authorizes the Board to adopt emergency rules. 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 the emergency rules together with the Board's findings of immediate danger, necessity, and procedural fairness or a citation to the grant of emergency rulemaking authority shall be published as soon as possible 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 provided that such procedure protects the public interest and complies with applicable law and these provisions.

(9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may

be published in a newspaper of general circulation in the county in which the District is located.

(10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

(a) The texts of the proposed rule and the adopted rule;

(b) All notices given for a proposed rule;

(c) Any statement of estimated regulatory costs for the rule;

(d) A written summary of hearings, if any, on the proposed rule;

(e) All written comments received by the District and responses to those written comments; and

(f) All notices and findings pertaining to an emergency rule.

(11) Petitions to Challenge Existing Rules.

(a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.

(b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.

(c) The petition shall be filed with the District. Within ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer who shall conduct a hearing within thirty (30) days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.

(d) Within thirty (30) days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.

(e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:

(i) Administer oaths and affirmations;

(ii) Rule upon offers of proof and receive relevant evidence;

(iii) Regulate the course of the hearing, including any pre-hearing matters;

(iv) Enter orders; and

(v) Make or receive offers of settlement, stipulation, and adjustment.

(f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.

(12) Variances and Waivers. A "variance" means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A "waiver" means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:

(a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, safety-related, or other significant type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.

(b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:

(i) The rule from which a variance or waiver is requested;

(ii) The type of action requested;

(iii) The specific facts that would justify a waiver or variance for the petitioner; and

(iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.

(c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

(d) The Board shall grant or deny a petition for variance or waiver and shall announce such disposition at a publicly held meeting of the Board, within ninety (90) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

(13) Rates, Fees, Rentals and Other Charges. All rates, fees, rentals, or other charges shall be subject to rulemaking proceedings. Policies adopted by the District which do not consist of rates, fees, rentals or other charges may be, but are not required to be, implemented through rulemaking proceedings.

Specific Authority: §§ 190.011(5), 190.011(15), 190.035, Fla. Stat.
Law Implemented: §§ 120.54, 190.011(5), 190.035(2), Fla. Stat.

Rule 3.0 Competitive Purchase.

(1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.

(3) Definitions.

(a) "Competitive Solicitation" means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.

(b) "Continuing Contract" means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars ($2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars ($200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.

(c) "Contractual Service" means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

(d) "Design-Build Contract" means a single contract with a Design-Build Firm for the design and construction of a public construction project.

(e) "Design-Build Firm" means a partnership, corporation or other legal entity that:

(i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or

(ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.

(f) "Design Criteria Package" means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District's Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. 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.

(g) "Design Criteria Professional" means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.

(h) "Emergency Purchase" means a purchase necessitated by a sudden unexpected turn of events (for example, 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 finds that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where

the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

(i) "Invitation to Bid" is a written or electronically posted solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.

(j) "Invitation to Negotiate" means a written or electronically posted solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.

(k) "Negotiate" means to conduct legitimate, arm's length discussions and conferences to reach an agreement on a term or price.

(l) "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 services 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.

(m) "Proposal (or Reply or Response) Most Advantageous to the District" means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:

(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) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and

(iii) For a cost to the District deemed by the Board to be reasonable.

(n) "Purchase" means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

(o) "Request for Proposals" or "RFP" is a written or electronically posted solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.

(p) "Responsive and Responsible Bidder" means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. "Responsive and Responsible Vendor" means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:

(i) The ability and adequacy of the professional personnel employed by the entity/individual;

(ii) The past performance of the entity/individual for the District and in other professional employment;

(iii) The willingness of the entity/individual to meet time and budget requirements;

(iv) The geographic location of the entity's/individual's headquarters or office in relation to the project;

(v) The recent, current, and projected workloads of the entity/individual;

(vi) The volume of work previously awarded to the entity/individual, provided that for a public works project as defined in Section 255.0992, *Florida Statutes*, the District may not penalize a bidder for performing a larger volume of construction work for the District or reward a bidder for performing a smaller volume of construction work for the District;

(vii) Whether the cost components of the bid or proposal are appropriately balanced; and

(viii) Whether the entity/individual is a certified minority business enterprise as defined in Section 287.0943, *Florida Statutes*.

(q) "Responsive Bid," "Responsive Proposal," "Responsive Reply," and "Responsive Response" all mean a bid, proposal, reply, or response which conforms in all material respects to the specifications and conditions in the Invitation to Bid, Request for Proposals, Invitations to Negotiate, or Competitive Solicitation document and these Rules, and the cost components of which, if any, are appropriately balanced. A bid, proposal, reply or response is not responsive if the person or firm submitting it fails to meet any material requirement relating to the qualifications, financial stability, or licensing of the bidder.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0992, 255.20, 287.055, Fla. Stat.

Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.

(1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "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 of the 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 or adjusted from time to time.

(2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:

(a) Hold all required applicable state professional licenses 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 the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and

(d) Meet any qualification requirements set forth in the District's Request for Qualifications.

Evidence of compliance with this Rule may be submitted with the qualifications, if requested by the District. In addition, evidence of compliance must be submitted any time requested by the District.

(3) Public Announcement. 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 a 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 (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the right to reject any and all

qualifications, and such reservation shall be included in the published notice. Consultants not receiving a contract award shall not be entitled to recover from the District any costs of qualification package preparation or submittal.

(4) Competitive Selection.

(a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule 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 consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, 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:

(i) The ability and adequacy of the professional personnel employed by each consultant;

(ii) Whether a consultant is a certified minority business enterprise;

(iii) Each consultant's past performance;

(iv) The willingness of each consultant to meet time and budget requirements;

(v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;

(vi) The recent, current, and projected workloads of each consultant; and

(vii) The volume of work previously awarded to each consultant by the District.

(b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.

(c) If the selection process is administered by any person or committee 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.

(d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants

by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(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 of the 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 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 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, 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 one of the top three (3) ranked consultants, 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.

(6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

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

(8) 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), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, 287.055, Fla. Stat.

Rule 3.2 Procedure Regarding Auditor Selection.

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts. For audits required under Chapter 190 of the Florida Statutes but not meeting the thresholds of Chapter 218 of the Florida Statutes, the District need not follow these procedures but may proceed with the selection of a firm or individual to provide Auditing Services and for the negotiation of such contracts in the manner the Board determines is in the best interests of the District.

(1) Definitions.

(a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

(2) Establishment of Auditor Selection Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an auditor selection committee ("Committee"), the primary purpose of which is to assist the Board in selecting an auditor to conduct the annual financial audit required by Section 218.39 of the Florida Statutes. The Committee shall include at least three individuals, at least one of which must also be a member of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board. The Chairperson of the Committee must be a member of the Board. An employee, a chief executive officer, or a chief financial officer of the District may not serve as a member of the Committee; provided however such individual may serve the Committee in an advisory capacity.

(3) Establishment of Minimum Qualifications and Evaluation Criteria. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Committee shall meet at a publicly noticed meeting to establish minimum qualifications and factors to use for the evaluation of Auditing Services to be provided by a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.

(a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and

(iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

If requested in the RFP or other specifications, evidence of compliance with the minimum qualifications as established by the Committee must be submitted with the proposal.

(b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:

(i) Ability of personnel;

(ii) Experience;

(iii) Ability to furnish the required services; and

(iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

The Committee may also choose to consider compensation as a factor. If the Committee establishes compensation as one of the factors, compensation shall not be the sole or predominant factor used to evaluate proposals.

(4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.

(5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals ("RFP"). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and

place for submitting proposals.

(6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed at least seven (7) days in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.

(7) Board Selection of Auditor.

(a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective 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.

(b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.

(c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.

(d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

(8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:

(a) A provision specifying the services to be provided and fees or other compensation for such services;

(b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;

(c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;

(d) A provision specifying the contract period, including renewals, and conditions under which the contract may be terminated or renewed. The maximum contract period including renewals shall be five (5) years. A renewal may be done without the use of the auditor selection procedures provided in this Rule but must be in writing.

(e) Provisions required by law that require the auditor to comply with public records laws.

(9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 218.33, 218.391, Fla. Stat.

Rule 3.3 Purchase of Insurance.

(1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule 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 the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.

(c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.

(d) Bids shall be opened at the time and place noted in the Invitation to Bid.

(e) If only one (1) response to an Invitation 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 that 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 the District officers, employees, or their dependents, relevant business presence and capability to service the District's needs, 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 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. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of insurance under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: § 112.08, Fla. Stat.

Rule 3.4 Pre-qualification

(1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.

(2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:

(a) The Board shall cause to be prepared a Request for Qualifications.

(b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed prequalification criteria and procedures and allow at least seven (7) days' notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.

(c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars ($250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars ($250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars ($500,000).

(d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.

(e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

(g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications 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.

(h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.

(i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

(j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall

include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

(a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:

i. One of the circumstances specified under Section 337.16(2), *Florida Statutes*, has occurred.

ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.

iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.

iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.

v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.

vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status

shall remain suspended, revoked, or denied until the documents are furnished.

viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.

ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.

x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.

xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.

xii. The vendor or affiliate(s) has been convicted of a contract crime.

1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.

2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

xiii. Any other circumstance constituting "good cause" under Section 337.16(2), *Florida Statutes*, exists.

(b) The pre-qualified status of a contractor found delinquent under Section 337.16(1), *Florida Statutes*, shall be denied, suspended, or revoked. A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

(c) The District shall inform the vendor in writing of its intent to deny, suspend, or

revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within ten (10) days after the receipt of the notice of intent, the hearing shall be held within thirty (30) days after receipt by the District of the request for the hearing. The decision shall be issued in writing within fifteen (15) business days after the hearing.

(d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.

(e) If a contractor's pre-qualified status is revoked, suspended, or denied and the contractor receives an additional period of revocation, suspension, or denial of its pre-qualified status, the time periods will run consecutively.

(f) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

i. Impacts on project schedule, cost, or quality of work;

ii. Unsafe conditions allowed to exist;

iii. Complaints from the public;

iv. Delay or interference with the bidding process;

v. The potential for repetition;

vi. Integrity of the public contracting process;

vii. Effect on the health, safety, and welfare of the public.

(g) The District shall deny or revoke the pre-qualified status of any contractor and its affiliates for a period of 36 months when it is determined by the District that the contractor has, subsequent to January 1, 1978, been convicted of a contract crime within the jurisdiction of any state or federal court. Any such contractor shall not act as a prime contractor, material supplier, subcontractor, or consultant on any District contract or project during the period of denial or revocation.

(4) <u>Reapplication and Reinstatement</u>

(a) A contractor whose qualification to bid has been revoked or denied because of contract crime may, at any time after revocation or denial, file a petition for

reapplication or reinstatement. However, a contractor may not petition for reapplication or reinstatement for a period of 24 months after revocation or denial for a subsequent conviction occurring within 10 years of a previous denial or revocation for contract crime.

(b) If the petition for reapplication or reinstatement is denied, the contractor cannot petition for a subsequent hearing for a period of nine months following the date of the final order of revocation or denial.

(c) If the petition for reapplication or reinstatement is granted, the contractor must file a current Application for Qualification with the Contracts Administration Office. Reinstatement shall not be effective until issuance of a Certificate of Qualification.

(5) Emergency Suspension and Revocation

(a) The District may summarily issue an emergency suspension of a contractor's qualification to bid if it finds that imminent danger exists to the public health, safety, or welfare.

(b) The written notice of emergency suspension shall state the specific facts and reasons for finding an imminent danger to the public health, safety, or welfare exists.

(c) The District, within 10 days of the emergency suspension, shall initiate formal suspension or revocation proceedings in compliance with Rule 3.4(3), except the 10-day notice requirement shall not be construed to prevent a hearing at the earliest time practicable upon request of the aggrieved party.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.033, 255.0525, 255.20, Fla. Stat.; §§ 14-22.012, 14-22.0121, 14-22.014, Fla. Admin. Code.

Rule 3.5 Construction Contracts, Not Design-Build.

(1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 190 of the 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 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. 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) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

Any contractor that has been found guilty by a court of competent jurisdiction of any violation of federal labor or employment tax laws regarding subjects including but not limited to, reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years shall be deemed ineligible by the District to submit a bid, response, or proposal for a District project.

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

(f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids,

proposals, replies, or responses 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, provided such corrections do not result in a material change to the bid amount or create an unfair advantage. Bids and 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 supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.

(i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the

bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.

(3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules only when there exists an immediate and serious need for construction services that cannot be met through normal procurement methods and the lack of such services would seriously threaten: (i) the District's ability to perform essential services; (ii) the preservation or protection of property or improvements; or (iii) the health, safety, or welfare of any person. The fact that an Emergency Purchase has occurred or is necessary, along with a detailed description of the basis for the emergency determination, shall be noted in the minutes of the next Board Meeting.

(6) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board

that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.6 Construction Contracts, Design-Build.

(1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:

(2) Procedure.

(a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications 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 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.

(b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. 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.

(c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.

(i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.

(ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for

the project. After a 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 twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars ($500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.

2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. 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.

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 licenses in good standing, as defined by Section 287.055(2)(h) of the 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 the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;

    d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

    Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment

assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past five (5) years may be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.

5. 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 vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.

6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.

7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand

delivery, electronic mail, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. 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 is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract 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. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second 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 third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. Should the Board be unable to negotiate a satisfactory contract 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 or the list of firms is exhausted.

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

10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package and shall provide the Board with a report of the same.

(3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(4) Emergency Purchase. The Board may, in case of a 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.

(5) Exceptions. This Rule is inapplicable when:

(a) The project is undertaken as repair or maintenance of an existing public facility;

(b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;

(c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or

(d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

Rule 3.7 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) Required Bond. Upon entering into a contract for any of the services described in section (1) of this Rule in excess of $200,000, the Board should require that the contractor, before commencing the work, execute and record a payment and performance bond in an amount equal to the contract price. Notwithstanding the terms of the contract or any other law, the District may not make payment to the contractor until the contractor has provided to the District a certified copy of the recorded bond.

(3) Discretionary Bond. At the discretion of the Board, upon entering into a contract for any of the services described in section (1) of this Rule 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), Fla. Stat.
Law Implemented: § 255.05, Fla. Stat.

Rule 3.8 Goods, Supplies, and Materials.

(1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of "goods, supplies, and materials" do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. 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) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

Any firm or individual whose principal place of business is outside the State of Florida must also submit a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that foreign state to business entities whose principal places of business are in that foreign state, in the letting of any or all public contracts. Failure to submit such a written opinion or submission of a false or misleading written opinion may be grounds for rejection of the bid, proposal, reply, or response.

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses 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 and 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 supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder 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 Responsible and Responsive Bidder whose principal place of business is in the State of

Florida shall be awarded a preference of five percent (5%). If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which grants a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the lowest Responsible and Responsive Bidder whose principal place of business is in the State of Florida shall be awarded a preference equal to the preference granted by such foreign state.

To assure full understanding of the responsiveness to the solicitation requirements contained in an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the goods, supplies, and materials without further competitive selection processes.

(3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.

(4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.

(5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.

(6) Emergency Purchases. 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), Fla. Stat.
Law Implemented: §§ 189.053, 190.033, 287.017, 287.084, Fla. Stat.

Rule 3.9 Maintenance Services.

(1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.

(2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:

(a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

(b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.

(c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, or hand delivery, to persons who provide their name and address to the District Manager for inclusion on the list. 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) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.

(e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:

(i) Hold all required applicable state professional licenses in good standing;

(ii) Hold all required applicable federal licenses in good standing, if any;

(iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and

(iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

(f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses 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 and 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 supplementations, and as otherwise permitted by Florida law.

(g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.

(h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

(i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.

(j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, , or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

(k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.

(3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.

(4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.

(5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.

(6) Emergency Purchases. 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), 190.033, Fla. Stat.
Law Implemented: §§ 119.0701, 190.033, 287.017, Fla. Stat.

Rule 3.10 Contractual Services.

(1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.

(2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 119.0701, 190.011(3), 190.033, Fla. Stat.

Rule 3.11 Protests with Respect to Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

(a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. 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 (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.

(c) If the requirement for the posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

(d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours, which are 9:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.

(2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.

(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 sent via certified mail, hand delivery, or email with delivery confirmation to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. 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 for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other qualified person as a hearing officer to conduct the hearing. The hearing officer may:

(a) Administer oaths and affirmations;

(b) Rule upon offers of proof and receive relevant evidence;

(c) Regulate the course of the hearing, including any pre-hearing matters;

(d) Enter orders; and

(e) Make or receive offers of settlement, stipulation, and adjustment.

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. The District shall allow each party fifteen (15) calendar days from receipt of the recommended order in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

(5) Intervenors. Other substantially affected persons may join the proceedings as intervenors by filing a motion to intervene within 10 calendar days of the initial protest filing, on terms that shall not unduly delay the proceedings.

(6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, 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), Fla. Stat.
Law Implemented: § 190.033, Fla. Stat.

Rule 4.0 Effective Date.

These Rules shall be effective September 29, 2026 except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

Specific Authority: §§ 190.011(5), 190.011(15), Fla. Stat.
Law Implemented: §§ 190.011(5), 190.011(15), Fla. Stat.

EXHIBIT B:
DISCIPLINARY RULE

[BEGINS AT FOLLOWING PAGE]

SUSPENSION AND TERMINATION OF ACCESS RULE

Rulemaking Authority: ss. 190.011(5), 190.012, Fla. Stat.
Law Implemented: ss. 120.69, 190.011, 190.012, 190.041, Fla. Stat. (2026)
Effective Date: September 29, 2026

In accordance with Chapters 190 and 120, *Florida Statutes*, and on September 29, 2026, at a duly noticed public meeting, the Board of Supervisors ("Board") of Panama City North Community Development District ("District") adopted the following rules / policies to govern disciplinary and enforcement matters. .

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1. Introduction. This rule addresses disciplinary and enforcement matters relating to the use of the amenity and other recreational facilities owned and managed by the District ("Amenity Facilities"). Capitalized terms used in this rule and not otherwise defined have the meanings given to them in the District's amenity policies, as those policies may be amended or supplemented from time to time ("Amenity Policies").

2. General Rule. All persons using the Amenity Facilities and entering District properties are responsible for compliance with the Policies established for the safe operations of the District's Amenity Facilities.

3. Access Card. Access Cards are the property of the District. The District may request surrender of, or may deactivate, an Access Card for violation of the District's Policies established for the safe operations of the District's Amenity Facilities.

4. Suspension and Termination of Rights. The District, through its Board and District Manager, may restrict or suspend, and after a hearing as set forth herein, terminate the Amenity Facilities access of any Patron and members of their household or Guests to use all or a portion of the Amenity Facilities for any of the following acts (each, a "Violation"):

a. Submitting false information on any application for use of the Amenity Facilities, including but not limited to facility rental applications;

b. Failing to abide by the terms of rental applications;

c. Permitting the unauthorized use of an Access Card or otherwise facilitating or allowing unauthorized use of the Amenity Facilities;

d. Exhibiting inappropriate behavior or repeatedly wearing inappropriate attire;

e. Failing to pay amounts owed to the District in a proper and timely manner (with the exception of special assessments);

f. Failing to abide by any District rules or policies (e.g., Amenity Policies);

g. Treating District Staff, contractors, representatives, residents, Patrons or Guests, in a harassing or abusive manner;

h. Damaging, destroying, rendering inoperable or interfering with the operation of District property, Amenities or other property located on District property;

i. Failing to reimburse the District for Amenities or property damaged by such person, or a minor for whom the person has charge, or a Guest;

j. Engaging in conduct that is likely to endanger the health, safety, or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests;

k. Committing or being alleged, in good faith, to have committed a crime on District property that leads the District to reasonably believe the health, safety or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests is likely endangered;

l. Engaging in another Violation after a verbal warning has been given by staff (which verbal warning is not required); or

m. Such person's Guest or a member of their household committing any of the above Violations.

Permanent termination of access to the District's Amenity Facilities shall only be considered and implemented by the Board in situations that pose a long term or continuing threat to the health, safety and/or welfare of the District, District Staff, contractors, representatives, landowners, Patrons or Guests. The Board, in its sole discretion and upon motion of any Board member, may vote to rescind a termination of access to the Amenity Facilities.

5. Suspension Procedures.

a. ***Immediate Suspension***. A first written or verbal warning may be appropriate depending on the nature of the Violation and is in the discretion of the District Manager or his or her designee. The District Manager or his or her designee has the ability to immediately remove any person from one or all Amenities or issue a suspension for up to sixty (60) days for the Violations described in Section 4, or when such action is necessary to protect the health, safety and welfare of other Patrons and their Guests, or to protect the District's Amenities or property from damage. If, based on the nature of the offense, staff recommends a suspension longer than sixty (60) days, such suspension shall be considered at the next Board meeting. Crimes committed or allegedly committed on District property shall automatically result in an immediate suspension until the next Board meeting.

b. ***Notice of Suspension***. The District Manager or his or her designee shall mail a letter to the person suspended referencing the conduct at issue, the sections of the District's rules and policies violated, the time, date, and location of the next regular Board meeting where the person's suspension will be presented to the Board, and a statement that the person has a right to appear before the Board and offer testimony and evidence why the suspension should be lifted. If the person is a minor, the letter shall be sent to the adults at the address within the community where the minor resides.

6. Administrative Reimbursement. The Board may in its discretion require payment of an administrative reimbursement of up to Five Hundred Dollars ($500) in order to offset the actual legal and/or administrative expenses incurred by the District as a result of a Violation ("Administrative Reimbursement"). Such Administrative Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Property Damage Reimbursement (defined below).

7. Property Damage Reimbursement. If damage to District property or Amenities occurred in connection with a Violation, the person or persons who caused the damage, or the person whose guest caused the damage, or the person who has charge of a minor that caused the damage, shall reimburse the District for the costs of cleaning, repairing, and/or replacing the property ("Property Damage Reimbursement"). Such Property Damage Reimbursement shall be in addition to any suspension or termination of Amenity access, any applicable legal action warranted by the circumstances, and/or any Administrative Reimbursement.

8. Initial Hearing by the Board; Administrative Reimbursement; Property Damage Reimbursement.

a. If a person's Amenity Facilities privileges are suspended, as referenced in Section 5, such person shall be entitled to a hearing at the next regularly scheduled Board meeting that is at least eight (8) days after the initial suspension, as evidenced by the date of notice sent by certified electronic or other mail service or as soon thereafter as a Board meeting is held if the meeting referenced in the letter is canceled, during which both District staff and the person subject to the suspension shall be given the opportunity to appear, present testimony and evidence, cross examine witnesses present, and make arguments. The Board may also ask questions of District Staff, the person subject to the suspension, and witnesses present. All persons are entitled to be represented by a licensed Florida attorney at such hearing if they so choose. Any written materials must be submitted at least seven (7) days before the hearing for consideration by the Board. If the date of the suspension is less than eight (8) days before a Board meeting, the hearing may be scheduled for the following Board meeting at the discretion of the person subject to the suspension.

b. The person subject to the suspension may request an extension of the hearing date to a future Board meeting, which shall be granted upon a showing of good cause, but such extension shall not stay the suspension.

c. After the presentations by District Staff, witnesses and the person subject to the suspension, the Board shall consider the facts and circumstances and determine whether to lift or extend the suspension or impose a termination. In determining the length of any suspension, or a termination, the Board shall consider the nature of the conduct, the circumstances of the conduct, the number of rules or policies violated, the person's escalation or de-escalation of the situation, and any prior Violations and/or suspensions.

d. The Board shall also determine whether an Administrative Reimbursement is

warranted and, if so, set the amount of such Administrative Reimbursement.

e. The Board shall also determine whether a Property Damage Reimbursement is warranted and, if so, set the amount of such Property Damage Reimbursement. If the cost to clean, repair and/or replace the property is not yet available, the Property Damage Reimbursement shall be fixed at the next regularly scheduled Board meeting after the cost to clean, repair, and/or replace the property is known.

f. After the conclusion of the hearing, the District Manager or his/her designee shall mail a letter to the person suspended identifying the Board's determination at such hearing.

9. Suspension by the Board. The Board on its own initiative acting at a noticed public meeting may elect to consider a suspension of a person's access for committing any of the Violations outlined in Section 4. In such circumstances, a letter shall be sent to the person suspended which contains all the information required by Section 5(b), and the hearing shall be conducted in accordance with Section 8.

10. Automatic Extension of Suspension for Non-Payment. Unless there is an affirmative vote of the Board otherwise, no suspension or termination will be lifted or expire until all Administrative Reimbursements and Property Damage Reimbursements have been paid to the District. If an Administrative Reimbursement or Property Damage Reimbursement is not paid by its due date, the District reserves the right to request surrender of, or deactivate, all Access Cards associated with an address within the District until such time as the outstanding amounts are paid.

11. Appeal of Board Suspension. After the hearing held by the Board required by Section 8, a person subject to a suspension or termination may appeal the suspension or termination, or the assessment or amount of an Administrative Reimbursement or Property Damage Reimbursement, to the Board by filing a written request for an appeal ("Appeal Request"). The filing of an Appeal Request shall not result in the stay of the suspension or termination. The Appeal Request shall be filed within thirty (30) calendar days after mailing the notice of the Board's determination as required by Section 8(f), above. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file an Appeal Request shall constitute a waiver of all rights to protest the District's suspension or termination and shall constitute a failure to exhaust administrative remedies. The District shall consider the appeal at a Board meeting and shall provide reasonable notice to the person of the Board meeting where the appeal will be considered. At the appeal stage, no new evidence shall be offered or considered. Instead, the appeal is an opportunity for the person subject to the suspension or termination to argue, based on the evidence elicited at the hearing, why the suspension or termination should be reduced or vacated. The Board may take any action deemed by it in its sole discretion to be appropriate under the circumstances, including affirming, overturning, or otherwise modifying the suspension or termination. The Board's decision on appeal shall be final.

12. Legal Action; Criminal Prosecution; Trespass. If any person is found to have committed a Violation, such person may additionally be subject to arrest for trespassing or other applicable legal action, civil or criminal in nature. If a person subject to suspension or termination is found at the Amenity Facilities, such person will be subject to arrest for trespassing. If a trespass

warrant is issued to a person by a law enforcement agency, the District has no obligation to seek a withdrawal or termination of the trespass warrant even though the issuance of the trespass warrant may effectively prevent a person from using the District's Amenities after expiration of a suspension imposed by the District.

13. Severability. If any section, paragraph, clause or provision of this rule shall be held to be invalid or ineffective for any reason, the remainder of this rule shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this rule would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

EXHIBIT C:
FEE SCHEDULE

Fee	Adopted Fee or Fee Range
Non-Resident Annual User Fee	$2,500.00 – $4,000.00
Lost Access Card Replacement	$25.00 – $50.00
Amenity Facilities Rental Deposit / Fee	Refundable deposit $250.00 Non-refundable rental fee $0.00 – $500.00
Returned Check/Insufficient Funds Fee (per occurrence)	$50.00
Administrative Reimbursement	Up to $500.00

SECTION V

RESOLUTION 2026-37

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT SETTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2027; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, Panama City North Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Panama City, Florida; and

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

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

WHEREAS, the Board of Supervisors desires to adopt an annual meeting schedule for the fiscal year beginning October 1, 2026, and ending September 30, 2027 ("**Fiscal Year 2027**"), attached as **Exhibit A**.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The Fiscal Year 2027 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is approved. The District Manager must publish the schedule in a newspaper of general paid circulation in Bay County and file it with the applicable local governing authorities, in accordance with Section 189.015, Florida Statutes.

SECTION 2. This Resolution will become effective immediately upon its adoption.

PASSED AND ADOPTED this 29th day of September 2026.

ATTEST:	**PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT**
_____	_____
Secretary/Assistant Secretary	Vice/Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2027 Annual Meeting Schedule

EXHIBIT A
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF MEETINGS FOR FISCAL YEAR 2027

The Board of Supervisors ("Board") of the Panama City North Community Development District ("District") will hold its regular meetings for Fiscal Year 2027 at the offices of Panhandle Engineering, 600 Ohio Avenue, Lynn Haven, Florida 32444, on the below dates at 11:00 AM CT (12:00 PM ET) unless otherwise indicated as follows:

December 1, 2026
January 5, 2027
February 2, 2027
April 6, 2027
May 4, 2027
July 6, 2027
August 3, 2027

The meetings will be conducted in accordance with the provisions of Florida law for community development districts and will be open to the public. The meetings may be continued in progress without additional notice to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for the meetings may be obtained by contacting the office of the District Manager c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801; Phone: (407) 841-5524 ("District Manager's Office").

There may be occasions when one or more Board supervisors or staff will participate by speaker telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at any meeting because of a disability or physical impairment should contact the District Manager's Office at (407) 841-5524 at least three (3) business days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

District Manager

SECTION VI

REQUEST FOR QUALIFICATIONS:
RFQ NO. 09022026

PANHANDLE ENGINEERING

Panama City North Community Development District – Engineering Services



Panama City North Community Development District
Attn: Governmental Management Services-Central Florida, LLC
C/O Jillian Burns/Samantha Ham
219 E. Livingston Street
Orlando, FL 32801
September 21, 2026
12:00 PM CST



CELEBRATING 35 YEARS PANHANDLE ENGINEERING Est. 1990



Panhandle Engineering, Inc.
600 Ohio Avenue
Lynn Haven, FL 32444
850-763-5200
panhandleengineering.com





September 21, 2026

Panama City North Community Development District
Attn: Governmental Management Services – Central Florida, LLC
C/O Jillian Burns/Samantha Ham
219 Livingston Street
Orlando, FL 32801

Re: Panama City North Community Development District
RFQ No.09022026
PE File No. 131.57



Chris Forehand, P.E.

President

- ***28 Years of Engineering Experience***
- ***Principle in Charge of numerous large County and City projects.***
- ***Responsible for obtaining over $12M in grant funding for the City of Lynn Haven on past projects.***

Home Office/Contact Information
600 Ohio Avenue
Lynn Haven, FL 32444
C:321.436.3600
O:850.763.5200
jdc@panhandleengineering.com

Panhandle Engineering, Inc. (PE), is pleased to submit the following Request for Qualifications to serve as the continuing engineering consultant for the **City of Panama City North Community Development District**.

Panhandle Engineering is a Florida based, full-service civil engineering firm headquartered in Lynn Haven, Florida. For more than 36 years, our firm has provided comprehensive engineering, grant writing, contract administration, and construction engineering inspection services to municipal, county, and private-sector clients throughout Florida. Our experience includes supporting large-scale master planned communities, public infrastructure improvements, and complex development projects requiring coordination among multiple stakeholders and regulatory agencies.

Our firm and professional engineers are licensed and registered in the State of Florida. Collectively, our engineering team brings more than 120 years of hands-on local engineering experience, providing a depth of knowledge and practical expertise that enables us to successfully deliver projects from planning and design through construction and closeout.

Throughout our history, Panhandle Engineering has served as Engineer of Record for numerous governmental agencies and private development clients. The principals of our firm have provided professional engineering services to more than 40 municipalities and counties, utility providers, school districts, universities, airport and port authorities, as well as agencies including the Florida Department of Transportation (FDOT), Florida Department of Environmental Protection (FDEP), Florida Department of Corrections (FDOC), and various departments of the United States Federal Government. We have also played a significant role in the planning and development of multiple master planned communities across the region.

Our team possesses extensive experience in civil engineering design, permitting, utility infrastructure, transportation improvements, stormwater management, construction administration, and regulatory coordination. This diverse expertise allows us to provide comprehensive engineering services tailored to the District's needs while ensuring projects are delivered efficiently, cost-effectively, and in full compliance with applicable regulations and funding requirements.

In addition to our technical capabilities, we offer a strong understanding of local development processes and established working relationships throughout the region. Our team has successfully coordinated with local governments, regulatory agencies, utility providers, and development partners to facilitate project approvals and advance critical infrastructure improvements.

This Statement of Qualifications demonstrates the depth of experience, technical expertise, and commitment to client service that Panhandle Engineering brings to the Panama City North Community Development District. We are confident that our qualifications, resources, and proven track record make us exceptionally well-suited to serve as the District's engineering consultant.

As demonstrated through our work over the past year, including our involvement with the Shelton Parcel, we have developed a strong working relationship with the City of Panama City and a thorough understanding of the opportunities and challenges associated with the continued development of this master planned community. This local knowledge and experience will provide immediate value to the District and contribute to the successful delivery of future projects.



Thank you for your consideration of **Panhandle Engineering, Inc.** Based on our professional qualifications, extensive local experience, and successful work to date within the project area, we believe our team offers the expertise, responsiveness, and commitment necessary to effectively serve the Panama City North Community Development District.

Sincerely,
Panhandle Engineering, Inc.

Chris Forehand, P.E.
President

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ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

TAB 1

WHO IS PANHANDLE ENGINEERING?

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

PANHANDLE ENGINEERING

Panhandle Engineering, Inc.
600 Ohio Avenue, Lynn Haven, FL 32444
850-763-5200
panhandleengineering.com
FED ID #59-3348254
DUNS #930779566
CAGE Code 7QJW7

FDOT Certified in the following work groups:

Group 3 – Highway Design Roadway
- **3.1 – Minor Highway Design**
- **3.2 – Major Highway Design**

Group 4 – Highway Design – Bridges
- **4.1.1 – Miscellaneous Structures**
- **4.1.2 – Minor Bridge Design**

Group 7 – Traffic Operations Design Inspection
- **7.1 – Signing, Pavement Marking & Channelization Engineering**
- **7.3 – Signalization**

Group 10 – Construction Engineering
- **10.1 – Roadway Construction Inspection**
- **10.3 – Construction Materials Inspection**

36 Years
of Service to Northwest Florida and Bay County

Established in 1990, Panhandle Engineering, Inc. (***PE***) is a full-service engineering firm located in Bay County Florida. We are a registered corporation registered with the State of Florida, authorized to practice Engineering. Our team includes ten (10) licensed engineers supported by a staff of Civil CADD Designers, Administrative Assistants, and FDOT Certified Inspectors - totaling 26 employees.

PE provides a broad range of services including engineering design, grant writing, contract administration, and construction engineering inspection (CEI). We serve a diverse client base that includes county and city government, school districts, airport and port authorities, state agencies, as well as several private sector clients in Florida.

PRINCIPALS





Chris Forehand, P.E.
President (Left)
Cell: 850.596.1235
Email: cbf@panhandleengineering.com

J. Doug Crook, P.E., LEED AP
Vice President (Right)
Cell: 321.436.3600
Email: jdc@panhandleengineering.com

ASSOCIATES



Sethin Simmons, P.E.



William Thompson, P.E.



Tyler Robinson, P.E.

For over 36 years, Panhandle Engineering has delivered reliable, cost-effective solutions built on long-standing client relationships founded in trust, respect and integrity. Our broad client base necessitates a versatile service offering, tailored to meet a wide range of needs. Our mission is to deliver accurate, efficient solutions that reflect our clients' values and priorities. ***We are committed to delivering prompt and responsive service as our top priority.***

We bring a shared sense of purpose to every project – designing infrastructure that is resilient, cost-effective, and built to serve future generations. Our core strength lies in assisting our clients in obtaining grant funding, providing comprehensive civil engineering services – spanning stormwater, roadway, traffic, utilities, site development, environmental, and CEI – with a focus on responsiveness, technical depth, and long-term value.

Mr. Forehand specializes in public infrastructure and the provision of ongoing engineering services to a wide array of government agencies. He also specializes in master planned communities. With 28 years of experience in public sector infrastructure and planned communities, he is recognized as an expert in this field. He brings trusted leadership and technical expertise to every project, offering clients deep regional knowledge, proactive communication, and a strategic mindset. His long-standing relationships with municipalities and counties across the Florida Panhandle, combined with his experience managing diverse infrastructure projects, allow him to anticipate challenges, align with community goals, and deliver efficient, forward-thinking solutions. As Principle-in-Charge, he adds value through hands-on involvement, strong quality oversight, and a commitment to client success from planning through implementation. Mr. Forehand has overseen numerous successful government projects throughout his career and has secured over $350M in grant funds for his government clients. He has also successfully represented his private clients to cut deals with local governments to benefit private development.

THE RIGHT TEAM With Professional Engineering & Consulting Services in the following areas and disciplines:

Aviation
Asphalt Mix Design
Beach Renourishment
Boat Ramps
Bridges (Minor)
Brownfields
Capital Improvement Plans
County and City Right-of-Way Use
Coastal Engineering
Comprehensive Plan Changes
Construction Oversight
Construction Engineering Inspection (CEI)
Concrete Mix Design
Design / Build
Development of Regional Impact Studies (DRI's)
Drainage and Flood Evaluations
Environmental
Expert Witness
FAA Permitting
FDEP Beaches & Shores (CCCL) Permitting
FDEP Dredge & Fill Permitting
FDEP Solid Waste Permitting
FDEP Water and Wastewater Permitting
FDOT Connection
FDOT Permitting FDOT Drainage
FDOT Utility Use
FEMA Flood Plan Changes/Revisions/Modeling
FEMA Map Revisions
Flood Plain Analysis/Modeling
Geographic Information Systems (GIS)
Geotechnical
HRS Commercial Septic System
Hydraulic Modeling
Impact Fee Assistance
Infrastructure Feasibility Studies
Intersection Improvements
Land Development Codes/Changes
Landfills
Large Scale Comprehensive Plan Amendments
Large Diameter Transmission Mains
Life Cycle Cost Analysis
Lighting Design
Local Government
Development Approval
Mapping
Master Planned Communities Mining & Mining
Marinas Projects
NWFWMD – Consumptive Use
NWFWMD and FDEP - ERP
(Environmental Resource Permitting)
Owner's Representation
Parks
Planning
Program Management
Production Wells
Residential, Commercial and Industrial Developments Reuse
Booster Pump Stations for Water and Reuse
Reuse Distribution Systems
Reuse Sprayfields
Resident Compliance Specialist (RCS)
Roads
Roadway/Rehabilitation/Reconstruction
Sidewalks
Signalization Design
Small Scale Comprehensive Plan Amendments
Stormwater
Stormwater Design/Studies
System Evaluations
Traffic Planning
Traffic Studies
Transportation
Utility Rate Studies
Utility Relocation Projects
U.S. Coast Guard Bridge
USACOE Dredge & Fill
Water Storage and Booster Pump Stations
Water Distribution Systems
Wastewater Collection Systems and Lift Stations
Wastewater Treatment Plants
Wastewater System Rehabilitation

THE RIGHT TEAM With Professional Engineering & Consulting Services in the following areas and disciplines:

Panhandle Engineering also has worked for the following developers:

- St. Joe Company
- Lake Merial Inc.
- DR Horton
- 68 Ventures
- Cassidy Rhinehart Group
- Traton Homes
- James Maulden
- Bense Family
- Trumbull Family
- Shaw Family
- Register Family
- Lennar
- Adams Homes
- Pulte Homes
- Ceiba Group
- Metro Developers
- Allen Spikes

Panhandle Engineering currently has active continuing services contracts with the following municipalities, counties, and state agencies:

- City of Lynn Haven
- Escambia County
- City of Marianna
- Washington County
- Bay County
- Town of Jay
- City of Crestview
- Florida Department of Environmental Protection
- Florida Department of Corrections
- City of Panama City
- City of Callaway
- Bay District Schools
- Calhoun County
- Florida State University
- Leon County
- City of Apalachicola
- Florida Department of Environmental Protection
- Florida Department Of Corrections



Panhandle Engineering Stockholders

ABILITY AND ADEQUACY OF PROFESSIONAL PERSONNEL

Included in this section are our proposed resumes for each team member, primarily, **Mr. Chris Forehand**, **P.E.**, will be the contact person for the CDD. Other staff personnel listed below will also be utilized. The proposed primary staff to support the Panama City North CDD projects are as follows:

Mr. Chris Forehand, P.E., President – Primary Consultant Contact.



Mr. Chris Forehand, P.E., President
- 11 years with ***PE***; 17 years' experience with another firm.
- 28 years of total experience.

Other **specific staff** who will work on this project are as follows:



Mr. J. Doug Crook, P.E., Vice President
- 9 years with ***PE***; 17 years with experience with another firm.
- 26 years of total experience



Mr. Sethin Simmons, P.E., Project Manager
- 9 years with ***PE***.



Mr. Aaron Pacher, E.I., Project Engineer
- 8 years with ***PE.***



Mr. Tyler Robinson, P.E., Project Manager
- 3 years with ***PE***, 4 years' experience with another firm.



Mr. Austin Childree, E.I., Project Engineer
- 2 years with ***PE.***

As illustrated above, our staff is capable of providing professional engineering services for this project. Each person listed above will have time to devote to any important project to make it successful for the **Panama City North CDD**.

We have other technical/engineer staff that we anticipate using for CADD work, data gathering, data compilation, permitting assistance, administrative support and inspection as needed for each project.



Christopher Forehand, P.E.

President

EDUCATION:

Bachelor of Science in Civil Engineering
Florida State University

Associate in Arts Degree - Pre-Engineering
Gulf Coast Community College

YEARS OF EXPERIENCE: 28

REGISTRATIONS:

Professional Engineer
State of Florida FL Reg. No. 58028


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

FOREHAND, CHRISTOPHER B.
600 OHIO AVENUE
LYNN HAVEN FL 32444

LICENSE NUMBER: PE58028
EXPIRATION DATE: FEBRUARY 28, 2027
Always verify licenses online at MyFloridaLicense.com

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PANHANDLE ENGINEERING

Mr. Forehand has been responsible for numerous types of civil and utility design projects, encompassing major utility and roadway infrastructure projects to include design, permitting, project bidding, and construction oversight. Mr. Forehand has managed multiple large County and City projects over the past 28 years, incorporating all components of project management from conception to construction. Other responsibilities have included Federal and State funding applications for City/County governments which contained several different project types throughout the panhandle. Mr. Forehand is currently serving as the President of the firm.

AFFILIATIONS:

American Society of Civil Engineers (ASCE)
American Water Works Association (AWWA)
Florida Rural Water Association (FRWA)
Florida Engineering Society (FES)
Bay County Chamber of Commerce Board Member
FSU College of Engineering Advisory Board (Panama City Campus)
Gulf Coast State Colleg Engineering/Architecture Advisory Board
Bay County League of Cities (Associate Member)
Lynn Haven Planning Board Member (2009 Chairman)
Panama City Beach Chamber of Commerce Member
Northwest Florida League of Cities Member
Northwest Florida Beaches Int'l Airport Board Member
Jr. Achievement Board Member
Panama City Beach Chamber of Commerce
Country Club Harbor Estates HOA Board Member
American Heart Association Board Member
FSU Panama City Development Board (Current Member)
FSU-Boosters-Platinum Chief (Current Member)
Bowdens Society Member
Seminole 100 Award Recipient – 2022 and 2024
Florda Board of Professional Engineers Board Member – Appointed by Govenor Desantis in 2025

MASTER PLANNED COMMUNITY EXERIENCE:

Water Sound 805 units – Walton County
Water Color 526 units – Walton County
Lake Merial 3,500 units – Bay County
Windmark Beach 1,850 units – Gulf County
Havenry 2,675 units – Bay County
Hodges Bayou 950 units – Bay County
Shelton 1,800 units – Bay County
Barretts Park Plantation 350 units – Bay County
Park Place 325 units – Bay County
Andrews Plantation 136 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County
Alexandras Park 365 units – Bay County
Callaway Development (Park Place) 1,850 units – Bay County

PANHANDLE ENGINEERING



J. Doug Crook, P.E., LEED AP

Vice President

EDUCATION:

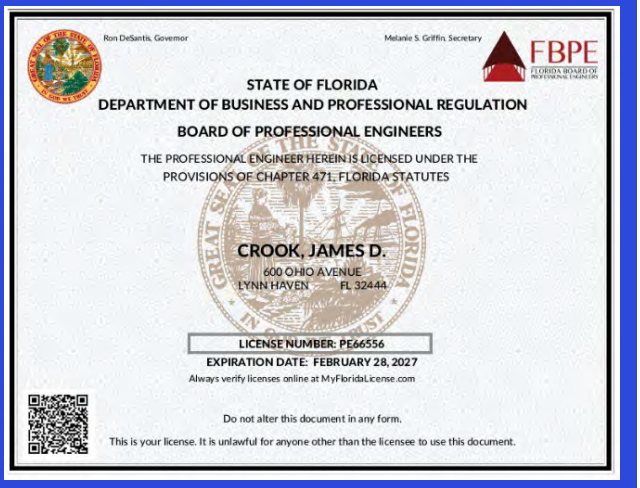
Bachelor of Science in Civil Engineering
University of Central Florida

YEARS OF EXPERIENCE: 25

REGISTRATIONS:

Professional Engineer
State of Florida FL Reg. No. 66556

LEED Accredited Professional No. 10041356


Ron DeSantis, Governor
Melanie S. Griffin, Secretary
FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS
STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
CROOK, JAMES D.
600 OHIO AVENUE
LYNN HAVEN FL 32444
LICENSE NUMBER: PE66556
EXPIRATION DATE: FEBRUARY 28, 2027
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Mr. Crook has 25 years of site development and civil engineering experience. He is responsible for numerous engineering activities, including project management and planning, site and utility layout, roadway design, stormwater management and drainage system design, sewage collection and water distribution system design, and permitting through various state and local agencies. Mr. Crook's experience includes a variety of development projects including residential, commercial, institutional, transportation, themed entertainment and recreational facilities. His primary duty is managing project planning, development, and design from preliminary client inputs through final construction certification using sound engineering judgment and a coordinated team effort. As a Leadership in Energy and Environmental Design Accredited Professional (LEED AP), Mr. Crook has provided civil engineering and consulting services for multiple projects seeking sustainability certification, including the design and permitting of sustainable design elements utilizing Low Impact Development (LID) techniques.

PUBLICATIONS:

Author of "Parking on the Pond", FES Journal, May 2008
Co-Author of "Awash with Green Wash", FES Journal, July 2007

MASTER PLANNED COMMUNITY EXERIENCE:

Disney Celebration 3,400 units – Osceola County
Lake Merial 3,500 units – Bay County
Havenry 2,675 units – Bay County
Hodges Bayou 950 units – Bay County
Shelton 1,800 units – Bay County
Barretts Park Plantation 350 units – Bay County
Park Place 325 units – Bay County
Andrews Plantation 136 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County
Alexandras Park 365 units – Bay County
Callaway Development (Park Place) 1,850 units – Bay County

CERTIFICATIONS:

- FDOT ADVANCED MOT
- LEED AP (ND and BD+C)


CERTIFICATE
OF COMPLETION
Doug Crook
FDOT

PANHANDLE ENGINEERING



Sethin Simmons, P.E.

EDUCATION:

Bachelor of Science in Civil Engineering
Florida State University

Associate in Arts Degree - Pre-Engineering
Northwest Florida State College

YEARS OF EXPERIENCE: 8

REGISTRATIONS:

Professional Engineer
State of Florida FL Reg No. 101068


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SIMMONS, SETHIN BAILEY
2423 COCOA AVENUE
PANAMA CITY FL 32405

LICENSE NUMBER: PE101068
EXPIRATION DATE: FEBRUARY 28, 2027
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Mr. Simmons efficiently performs engineering tasks for utility projects throughout design, permitting, modeling, contract administration, construction site testing, and project surveillance/inspection. Mr. Simmons has experience as a Resident Compliance Specialist for FDOT-LAP Projects.

MASTER PLANNED COMMUNITY EXERIENCE:

Lake Merial 3,500 units – Bay County

Havenry 2,675 units – Bay County
Hodges Bayou 950 units – Bay County
Shelton 1,800 units – Bay County
Barretts Park Plantation 350 units – Bay County
Park Place 325 units – Bay County
Andrews Plantation 136 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County
Alexandras Park 365 units – Bay County
Callaway Development (Park Place) 1,850 units – Bay County

PANHANDLE ENGINEERING



Tyler Robinson, P.E.

Project Manager

EDUCATION:

Bachelor of Science in Civil Engineering
Florida State University

YEARS OF EXPERIENCE: 6

REGISTRATIONS:

Professional Engineer
State of Florida FL Reg. No. 99377


Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

ROBINSON, TYLER LEE
502 W 13TH STREET
LYNN HAVEN FL 32444

LICENSE NUMBER: PE99377
EXPIRATION DATE: FEBRUARY 28, 2027
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Mr. Robinson has 6 years of experience and efficiently performs engineering tasks to include design, permitting, modeling, contract administration, cost estimating and project surveillance/inspection. Examples of his assignments include:

MASTER PLANNED COMMUNITY EXERIENCE:

Lake Merial 3,500 units – Bay County
Havenry 2,675 units – Bay County
Hodges Bayou 950 units – Bay County
Shelton 1,800 units – Bay County
Park Place 325 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County
Alexandras Park 365 units – Bay County
Callaway Development (Park Place) 1,850 units – Bay County



Aaron Pacher, E.I.

Engineering Intern

EDUCATION:

Associates of Arts Degree in Engineering

Gulf Coast State College

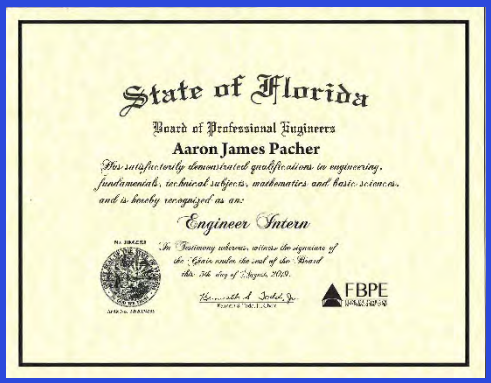
Bachelor's of Science in Civil Engineering

Florida State University – Panama City

YEARS OF EXPERIENCE: 7

REGISTRATIONS:

Engineer Intern
State of Florida FL Reg No. 1100022920


State of Florida
Board of Professional Engineers
Aaron James Pacher
This is to certify that has satisfactorily demonstrated qualifications in engineering, fundamentals, technical subjects, mathematics and basic sciences, and is hereby recognized as an:
Engineer Intern
In Testimony whereof, witness the signature of the Chair under the seal of the Board this 7th day of August, 2019.
FBPE

Mr. Pacher has 7 years of experience and efficiently performs engineering tasks to include permitting, modeling, contract administration and project surveillance/inspection for state projects as well as multiple municipal, commercial and residential projects. Mr. Pacher is knowledgable in ICPR and AutoCAD.

AARON PACHER'S
MASTER PLANNED COMMUNITY EXERIENCE:

Lake Merial 3,500 units – Bay County
Havenry 2,675 units – Bay County
Shelton 1,800 units – Bay County
Park Place 325 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County
Alexandras Park 365 units – Bay County
Callaway Development (Park Place) 1,850 units – Bay County



Austin Childree, E.I.

Project Engineer

EDUCATION:

Bachelor of Science in Civil Engineering

Florida State University

YEARS OF EXPERIENCE: 2

REGISTRATIONS:

Engineer Intern

State of Florida FL Reg. No. 1100029221


State of Florida

Board of Professional Engineers

Austin Davis Childree

has satisfactorily demonstrated qualifications in engineering fundamentals, technical subjects, mathematics, and basic sciences, and is hereby recognized as an

Engineer Intern

In Testimony whereof, witness the signature of the Chair under the seal of the Board this 29th day of July, 2025.

FBPE

Mr. Childree has 2 years of experience and efficiently performs engineering tasks to include permitting, funding applications, contract administration, cost estimating, and project surveillance/inspection. Examples of his assignments include:

MASTER PLANNED COMMUNITY EXERIENCE:

Lake Merial 3,500 units – Bay County
Shelton 1,800 units – Bay County
Park Place 325 units – Bay County
Liberty South 1,550 – Bay County
Montero 386 units – Escambia County

ARCHITECT-ENGINEER QUALIFICATIONS

PART I - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Panama City North Community Development District

2. PUBLIC NOTICE DATE	3. SOLICITATION OR PROJECT NUMBER
September 21, 2026	RFQ #

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Christopher B. Forehand, President

5. NAME OF FIRM
Panhandle Engineering, Inc.

6. TELEPHONE NUMBER	7. FAX NUMBER	8. E-MAIL ADDRESS
850.763.5200		cbf@panhandleengineering.com

C. PROPOSED TEAM

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

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	X			Panhandle Engineering, Inc ☐ CHECK IF BRANCH OFFICE	600 Ohio Ave. Lynn Haven, FL 32444	Civil Engineer
b.			X	Magnum Engineering, Inc. ☐ CHECK IF BRANCH OFFICE	4511 Hwy-389 Panama City, FL 32405	Geotechnical Engineer
c.				Icarus Ecological Services ☐ CHECK IF BRANCH OFFICE	7437 County Hwy-388 Panama City Beach, FL 32413	Ecologist
d.				Geo Point Surveying ☐ CHECK IF BRANCH OFFICE	67 Joe Campbell Rd. Freeport, FL 32439	Surveying
e.				Pennoni ☐ CHECK IF BRANCH OFFICE	1705 S Gadsden St., Ste 100 Tallahassee, FL 32301	Transportation
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☒ *(Attached)*

ARCHITECT-ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*:

PART II - GENERAL QUALIFICATIONS

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

2a. FIRM (*or Branch Office*) NAME: Panhandle Engineering, Inc.	3. YEAR ESTABLISHED: 1990 / 4. UNIQUE ENTITY IDENTIFIER: LN73USD9KZ77
2b. STREET: 600 Ohio Ave	5. OWNERSHIP
2c. CITY: Lynn Haven / 2d. STATE: FL / 2e. ZIP CODE: 32444	a. TYPE: S- Corporation
6a. POINT OF CONTACT NAME AND TITLE: Christopher B. Forehand, P.E., President	b. SMALL BUSINESS STATUS: N/A
6b. TELEPHONE NUMBER: 850.596.1235 / 6c. EMAIL ADDRESS: cbf@panhandleengineering.com	7. NAME OF FIRM *(If Block 2a is a Branch Office)*

8a. FORMER FIRM NAME(S) *(If any)*	8b. YEAR ESTABLISHED	8c. UNIQUE ENTITY IDENTIFIER

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. Number of Employees (1) FIRM	c. Number of Employees (2) BRANCH
02	Administrative	4	
08	CADD Technician	5	
12	Civil Engineer	11	
15	Construction Inspector	5	
	Other Employees		
	Total	25	

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

a. Profile Code	b. Experience	c. Revenue Index Number *(see below)*
C07	Boat Ramps/Sea Walls	3
D08	Dredging	2
C15	Construction Management	5
H11	Private Development	3
R04	Parks/Recreation	4
S04	Wastewater Systems	4
S13	Stormwater Systems	4
T03	Transportation	5
W02	Wells	2
W03	Water Systems	4
C18	Cost Estimating	2

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	0
b. Non-Federal Work	7
c. Total Work	7

PROFESSIONAL SERVICES REVENUE INDEX NUMBER

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

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE

b. DATE: 09/21/2026

c. NAME AND TITLE: Christopher B. Forehand

CONSULTANTS PAST PERFORMANCE

TAB 2

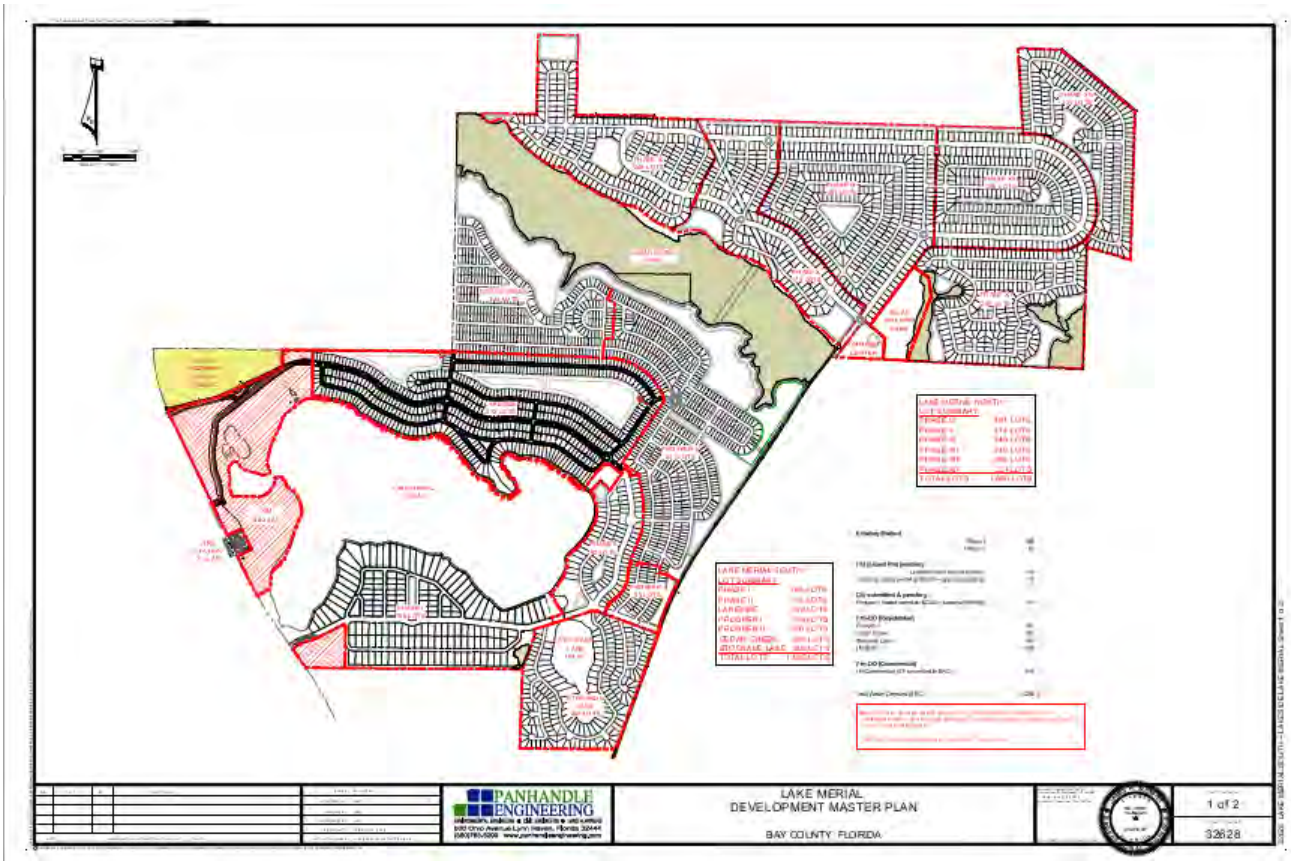
Project #1

PROVEN SUCCESS

PAST PERFORMANCE

Lake Merial Master Plan
Client Name: Lake Merial Inc.

Description Of Work:
Panhandle Engineering has been the engineer for this master planned community with 3,500 units and commercial space in North Bay County. 600 units have been permitted to date and 400 more are expected to be permitted in the next 12 months.

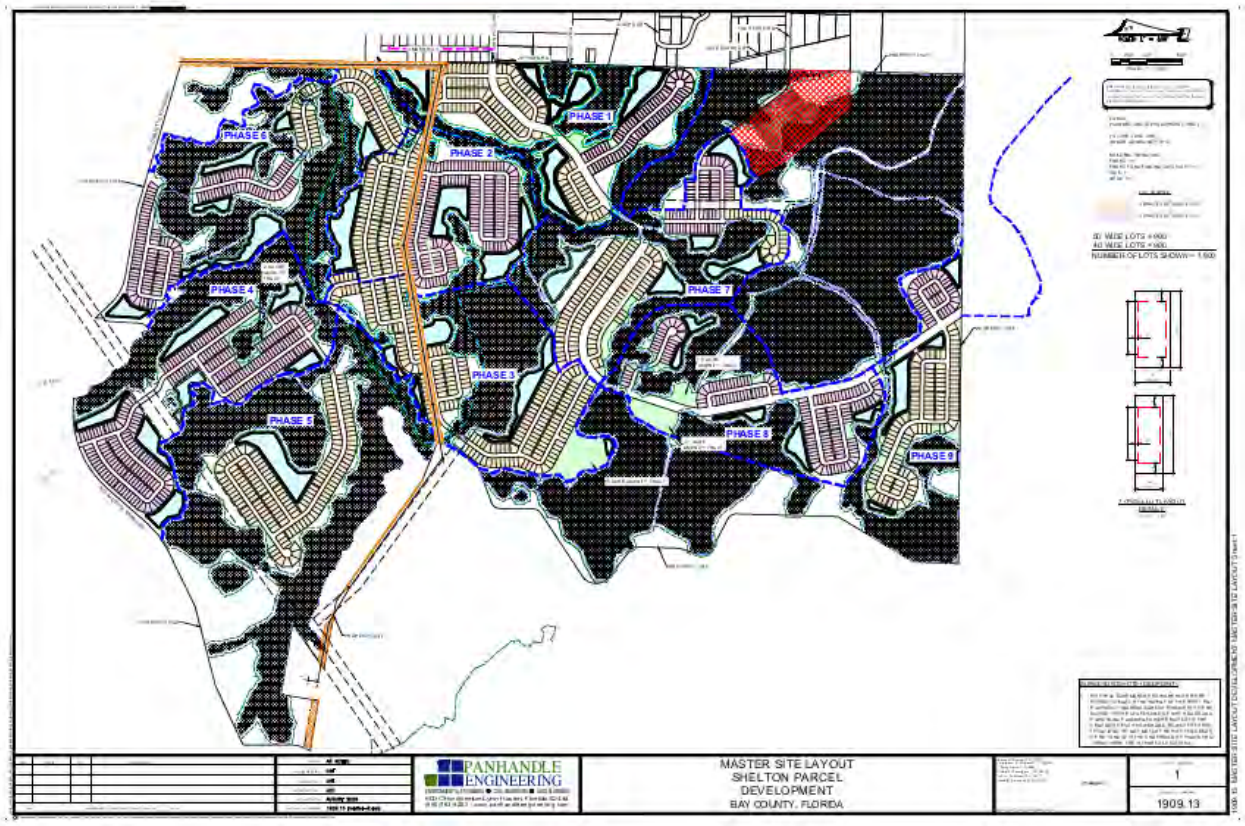


Project #2 *PROVEN SUCCESS*

PAST PERFORMANCE

Shelton Parcel Development
Client Name: Cassidy Rhinehart Group/PC North CDD

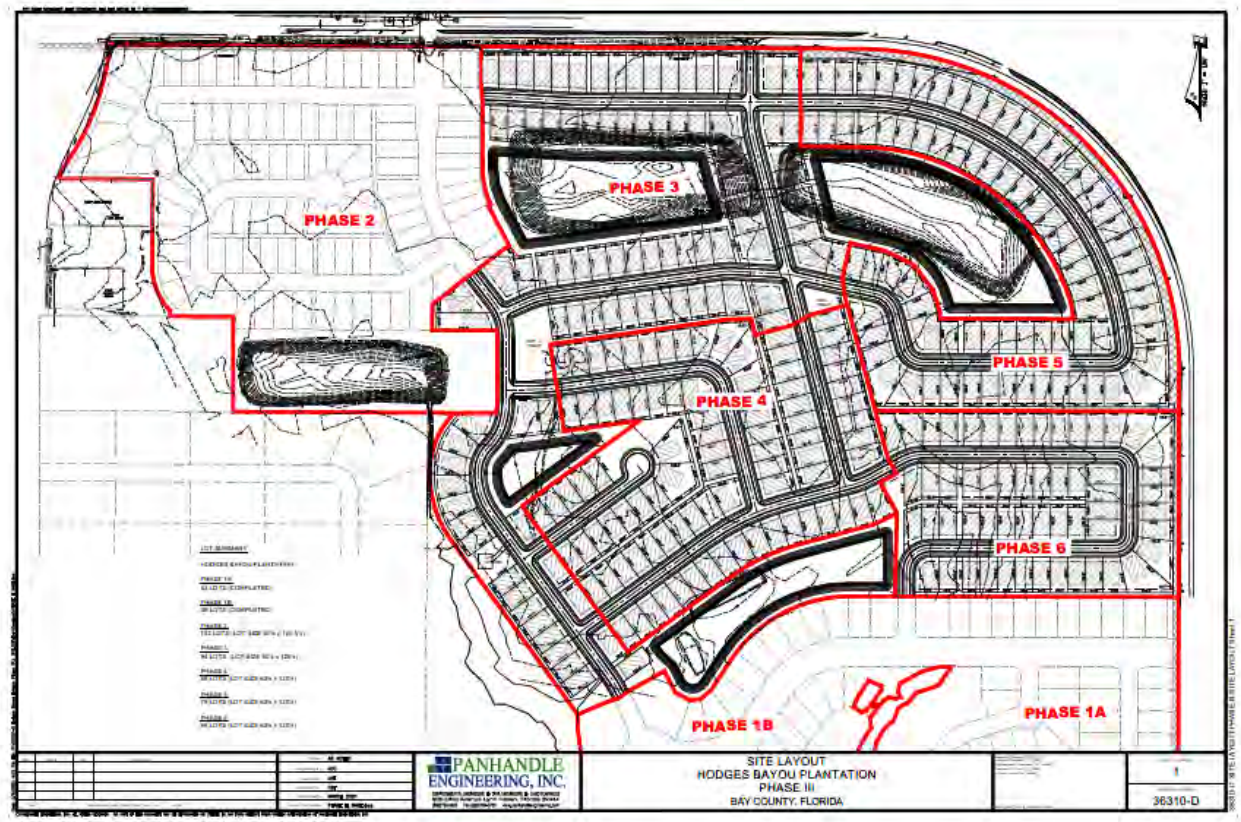
Description Of Work:
Panhandle Engineering has been the Engineer of Record for this development and has master planned the community, modeled and worked out a developers agreement for all offsite utilities and are currently designing phases 1 and 2 of the development.



PAST PERFORMANCE

Hodges Bayou Plantation
Client Name: Allen Spikes

Description of Work:
Panhandle Engineering has been the Engineer of Record for this development over the last 8 years and were responsible for getting the county to accept low pressure sewer.

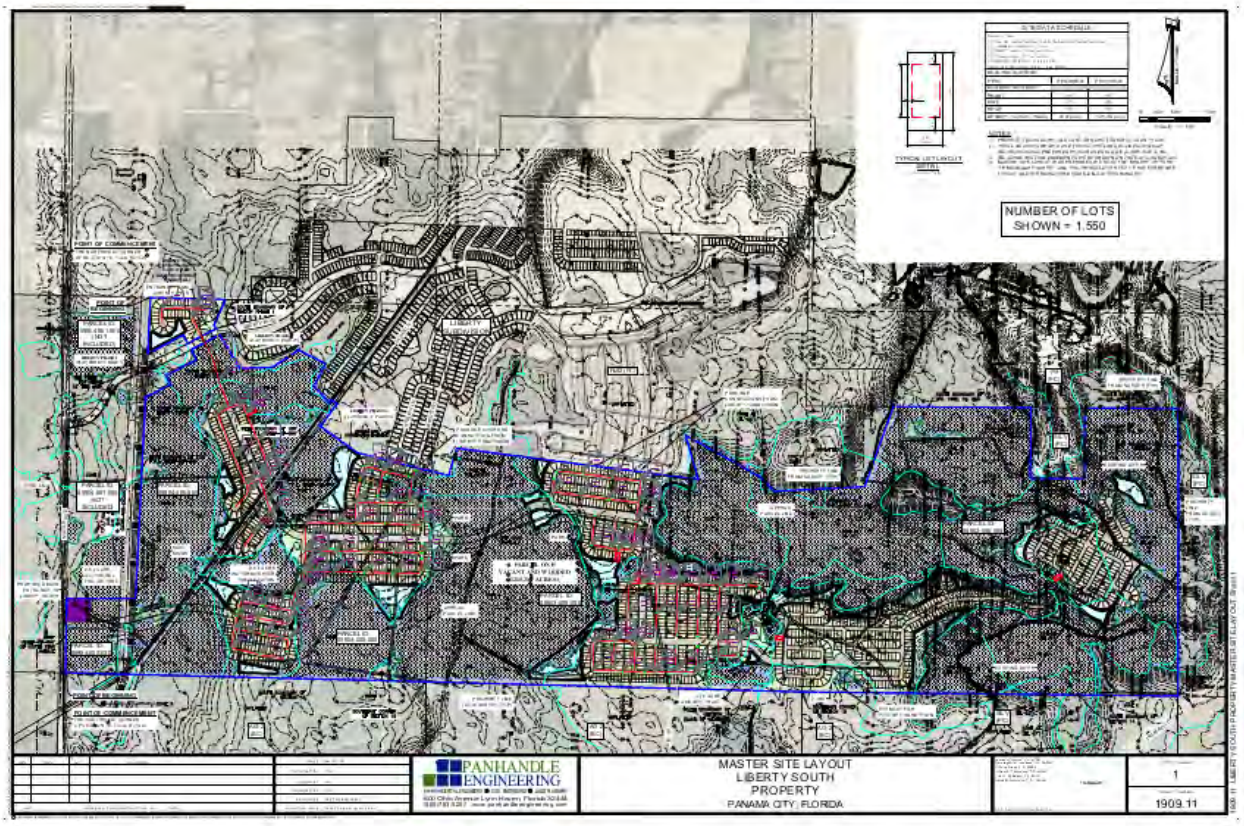


Project #4 *PROVEN SUCCESS*

PAST PERFORMANCE

Liberty South
Client Name: Cassidy Rhinehart Group

Description of Work:
Panhandle Engineering master planned this community and expect to start design in the near future.



Project #5 *PROVEN SUCCESS*

PAST PERFORMANCE

Cain Griffin Park
Client Name: City of Lynn Haven
Client Address: 817 Ohio Avenue, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566, bbaker@cityoflynnhaven.com

Description of Work: The project included (3) AA/Softball Fields, (1) T Ball Field, concession stand/restrooms/storage, site work, parking, sails, sidewalks, lighting, splash pad, tennis courts, playgrounds, walking trail and other associated appurtenances. The redevelopment of this park required a complete new stormwater conveyance system which was non-existent prior to the re-build. Our scope included design, permitting and CEI.
Project Cost: $4.0M
Completed: 2021





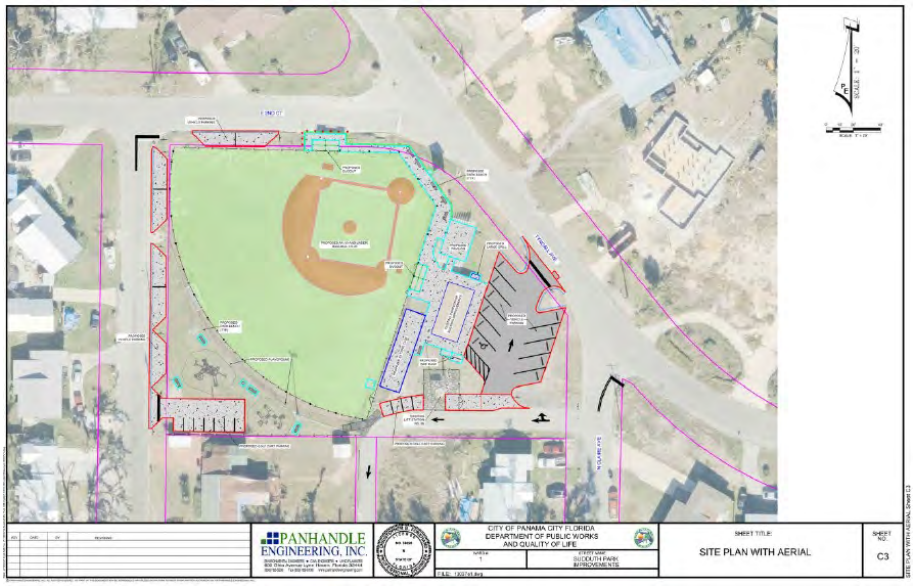




PAST PERFORMANCE

Sudduth Park
Client Name: City of Panama City
Client Address: 501 Harrison Avenue, Panama City, FL 32401
Client Contact Information: Keith Mefford, Quality of Life Director, 850.292.4639, kmefford@pcgov.org

Description of Work: Project includes a new baseball field, lift station improvements, dug outs, batting cages, pavilion, concession, restroom renovations, lighting, playground, and parking improvements.
Project Construction Cost: $2.1M
Completed:2022





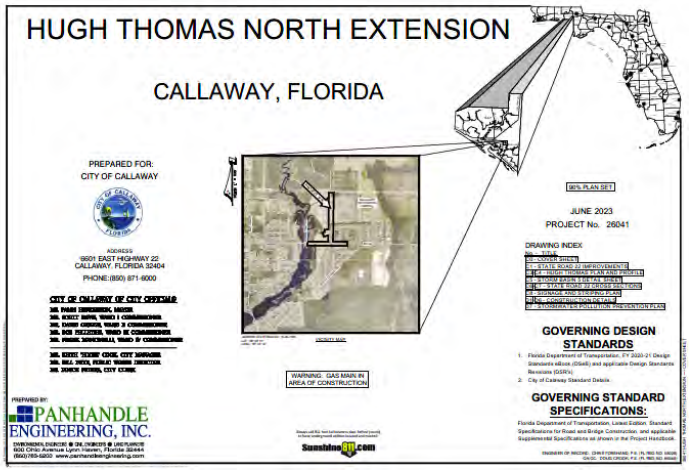
Project #7 *PROVEN SUCCESS*

PAST PERFORMANCE

Hugh Thomas North Extension
Client Name: City of Callaway
Client Address: 6601 E Highway 22, Callaway, FL 32404
Client Contact Information: Mr. Eddie Cook, City Manager, 850.871.6000, citymanager@cityofcallaway.com

Description of Work: Design includes a 2,500ft boulevard to serve a 600 unit workforce housing development. The project includes major intersection improvements and added turn lanes to SR22. Panhandle Engineering obtained grant funding from the state and started construction 90 days ago. Panhandle Engineering was responsible for all design and Permitting as well as CEI. We were responsible for obtaining these funds from Florida Commerce which funded the project 100%.

Project Cost: $3.0M
Completed: 2026





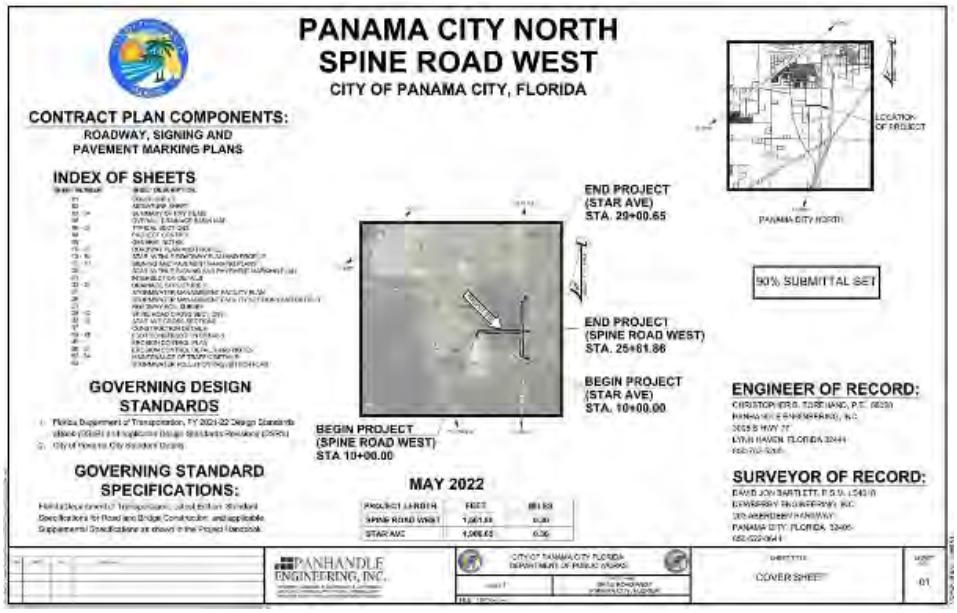


Project #8 *PROVEN SUCCESS*

PAST PERFORMANCE

Panama City North Spine Road & Intersection Improvements
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager, 850.630.4267, jhayes@panamacity.gov

Description of Work: Panhandle Engineering was responsible for the final design and permitting of a new Spine entrance road, intersection, and signalization improvements to serve a 3,000-unit housing development. Panhandle Engineering was instrumental in obtaining the grant for the city. The project included new turn lanes and signalization, but the signalization has not been completed.
Project Cost: $2.7M
Completed: 2023





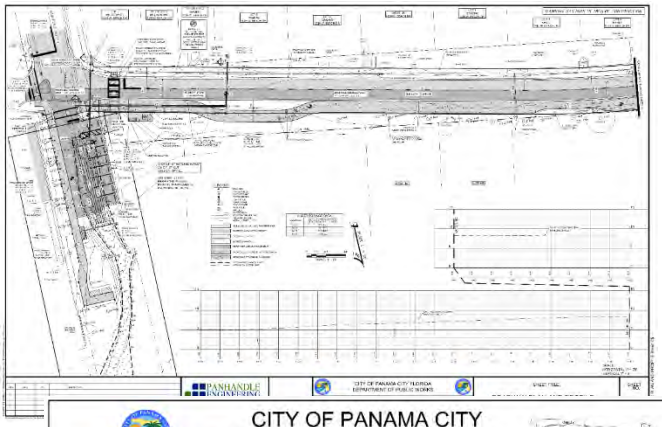


Project #9 *PROVEN SUCCESS*

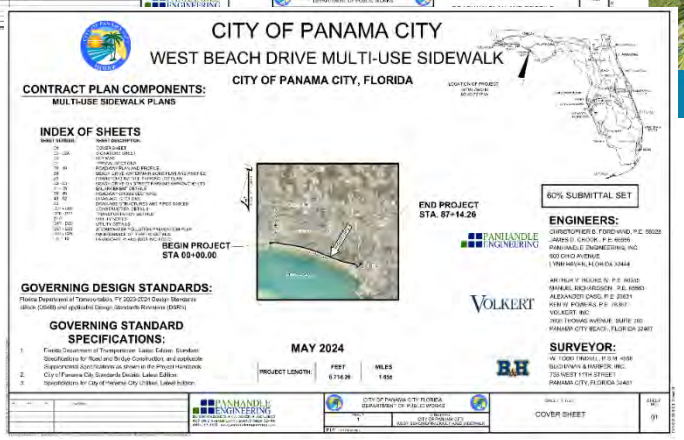
PAST PERFORMANCE

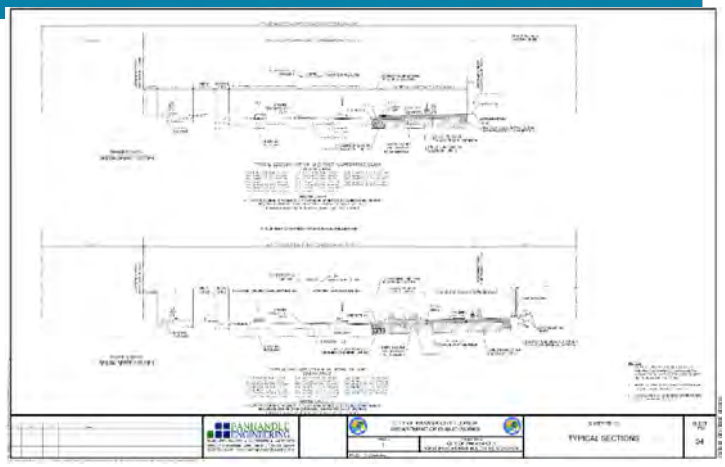
Beach Drive Multiuse Trail
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager, 850.630.4267
jhayes@panamacity.gov

Description of Work: The project consists of a new 12-foot-wide concrete multi-use sidewalk to be constructed on West Beach Drive from Frankford Avenue to 6th Street in downtown Panama City. The scope of the project will include design of a scenic waterfront sidewalk along W. Beach Drive that increases connectivity and promotes walkability between Downtown Panama City and historic St. Andrews. The proposed 12-foot-wide sidewalk on the southside (water side) of W. Beach Drive may include low profile lighting, benches, bike racks, water fountains, a parking area, and emergency call boxes for pedestrians and bicyclists using the multi-use sidewalk. In addition, this project will likely need to implement a "road diet" representing a reduction in the current design lane width of W. Beach Drive from 13 ½ feet (27 feet total), to a smaller width to accommodate the construction of the multi-use sidewalk. This will require the relocation of curb and drainage structures in certain areas to facilitate the final design. Two bridge structures for the multi-use sidewalk will be required as part of the scope, one over the outfall of Lake Caroline (at Asbell Park), and one over the inlet to Johnson Bayou just to the west of Florida Avenue. The project funding is $8.0M and was funded through the Florida Legislature. Our firm was involved in obtaining the funding for this project.
Project Cost: $8M
Design completed: 2025, Construction to begin in 2026









Project #10 *PROVEN SUCCESS*

PAST PERFORMANCE

Snug Harbor Boat Ramp
Client Name: City of Panama City
Client Address: 501 Harrison Avenue, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager, 850.630.4267, jhayes@panamacity.gov

Description of Work: The project included a restroom facility, 48 boat trailer parking spaces, 2 slip ramps, floating docks, sheet pile wall, pavilion, boat wash, lighting, and landscaping/irrigation.
Project Cost: $4.6M
Completed: 2025





PAST PERFORMANCE

Carl Gray Park, Phase I & II
Client Name: City of Panama City
Client Address: 501 Harrison Avenue, Panama City, FL 32401
Client Contact Information: Keith Mefford, Quality of Life Director, 850.292.4639
kmefford@panamacity.gov

Description of Work: Phase I consisted of demolition of the existing boat ramp structure, a new concrete boat ramp with 2 lanes and 3 fixed wood docks, asphalt paving, new striping of parking lot, signage, dredging, rip rap, and playground equipment. Phase II consisted of 4 new pavilions, sidewalks, 2 new restrooms, landscaping, irrigation, lighting, sand volleyball courts, exercise equipment, park benches, flag pole, parking improvements, grills, and shoreline renourishment. Our firm was responsible for obtaining $1.0M in grant funds from RESTORE.
Project Cost: $3.8M
Completed: 2022







Project #12 *PROVEN SUCCESS*

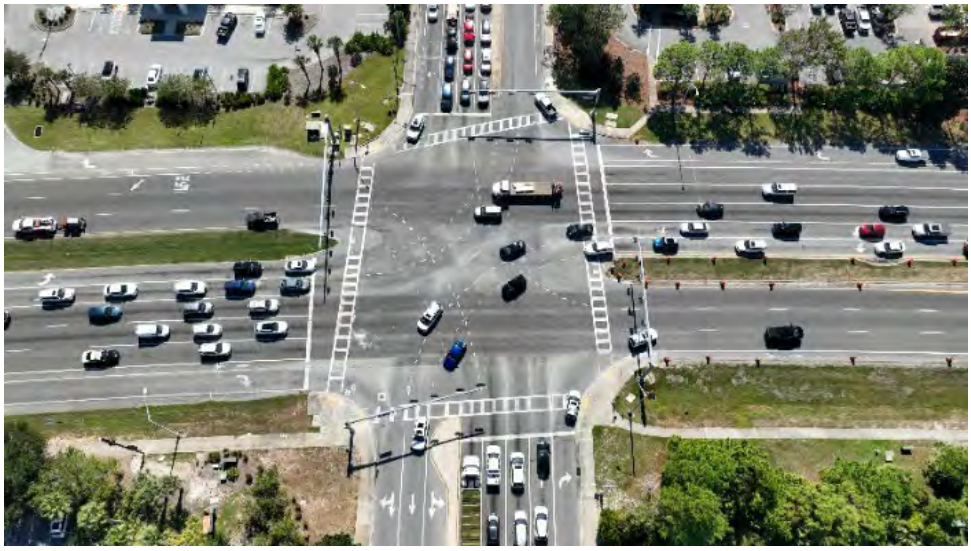
PAST PERFORMANCE

Richard Jackson North Intersection Improvements
Client Name: City of Panama City Beach, FL
Client Contact Information: John Adair, P.E., Public Works Director
850.233.5100, john.adair@pcbfl.gov

Description of Work: Scope included adding two turn lanes, roundabout and improving traffic flow to eliminate safety issues and traffic flow problems between Home Depot and Publix. Panhandle Engineering provided the design and FDOT permitting for the improved traffic flow through the intersection of Panama City Beach Parkway, Richard Jackson Blvd., and North Richard Jackson Blvd. The city provided CEI.
Project Cost: $1.5M
Completed: 2025



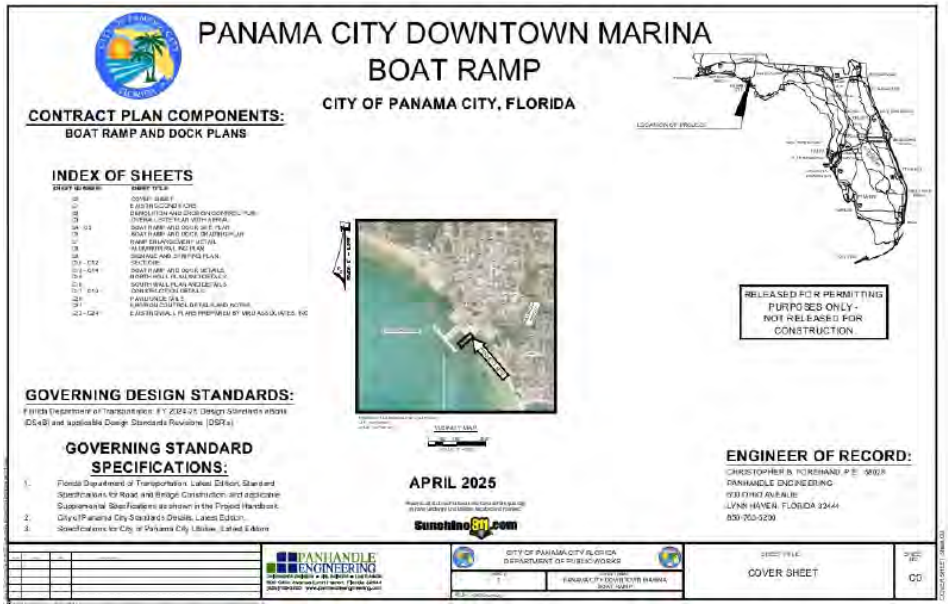


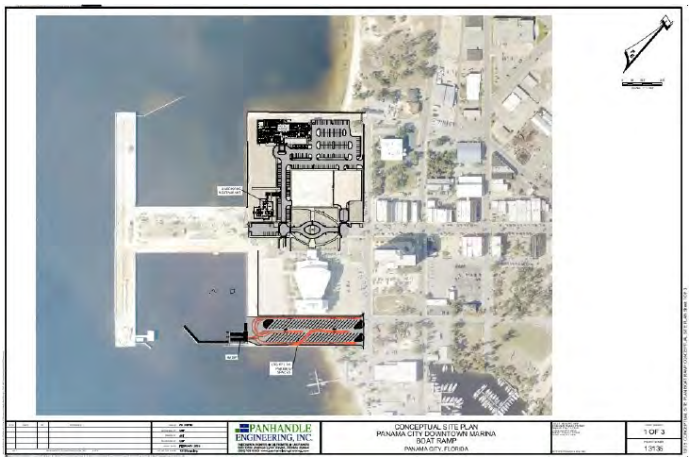


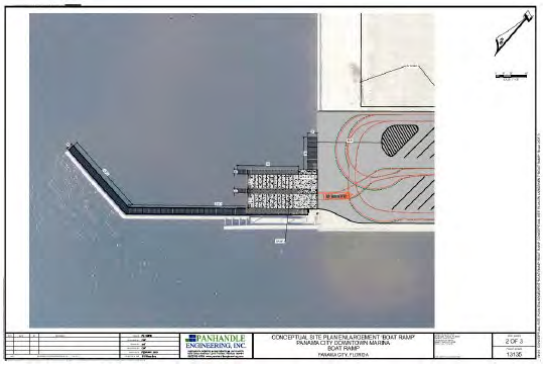
PAST PERFORMANCE

Downtown Marina Boat Ramp
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager
850.630.4267, jhayes@panamacity.gov

Description of Work: This project will include improving the condition of the existing boat ramp facilities by replacing it with a new ramp. The existing ramp is too steep and not long enough. It is also aged and needs more staging dock space as well as a floating dock with handicapped access. The construction of this project has not begun but is expected to be advertised for construction in 2026. Our firm obtained a $300,000 Federal Grant from FWC and are waiting on $750,000 from FWC.
Project Cost: $2.0M
Completed design in 2025, Construction to begin in 2026.







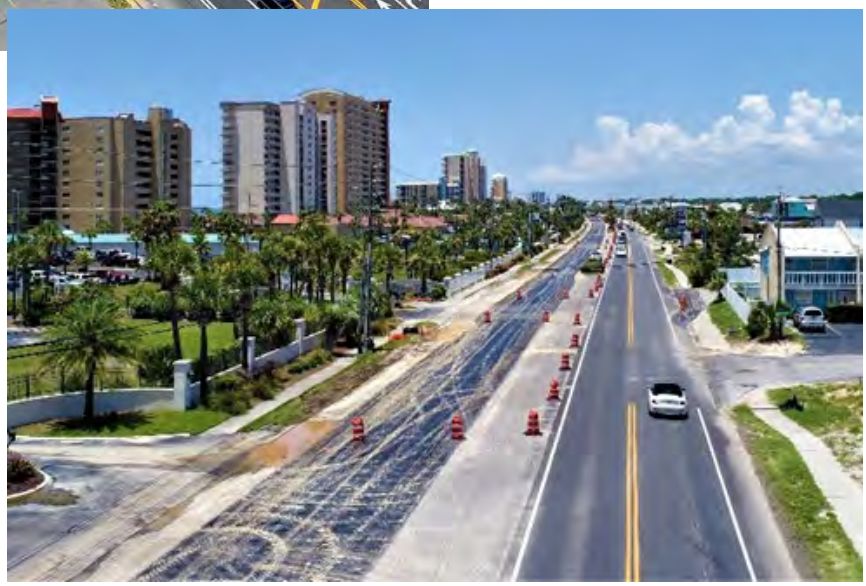
PAST PERFORMANCE

Thomas Drive Reconstruction/Intersection Improvements
Client Name: Bay County Board of County Commissioners
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Joel Schubert, Deputy County Manager, 850.784.4013, jschubert@baycountyfl.gov

Description of Work: Panhandle Engineering was the Engineer of Record for the full reconstruction of Thomas Drive from Joan Avenue to the curve on Thomas Drive near Bristol Street. The project included repairing damaged stormwater piping and inlets, adding bike lanes, adding bus/tram stops and preparing an updated striping plan and major improvements to Seltzer Park. The project also included multiple intersection improvements and signalization upgrades. The County performed CEI in house.
Project Cost: $8.5M
Completed: 2022







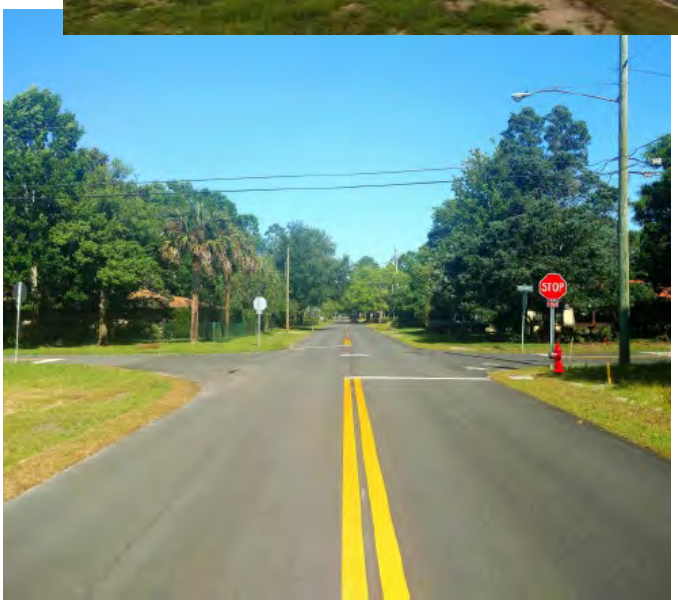
Project #15 *PROVEN SUCCESS*

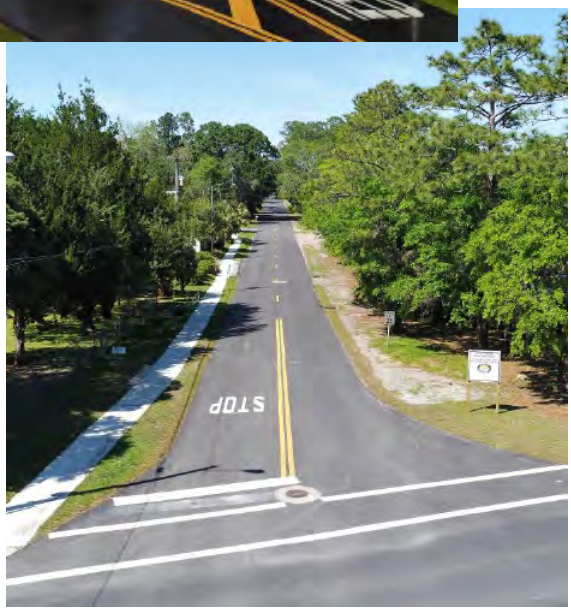
PAST PERFORMANCE

Lynn Haven ½ Cent Sales Tax Paving
Client Name: City of Lynn Haven
Client Address: 817 Ohio Ave, Lynn Haven, FL 32444
Client Contact Information: Bobby Baker, Chief Infrastructure Director, 850.248.0566, bbaker@cityoflynnhaven.com

Description Of Work: Panhandle Engineering was selected to provide design work for over 40 miles of city streets in the city limits. Our scope included rehabilitation of existing roads by use of asphalt reclamation and included sewer rehabilitation and installation of new watermains. The project was funded by the 1/2 Cent Surtax.
Our firm was activiley involved in the fundraising to support the advertisement for the referendum to establish this Tax which is funded 65% by tourism.
Project Cost: $17.5M
Completed: 2022



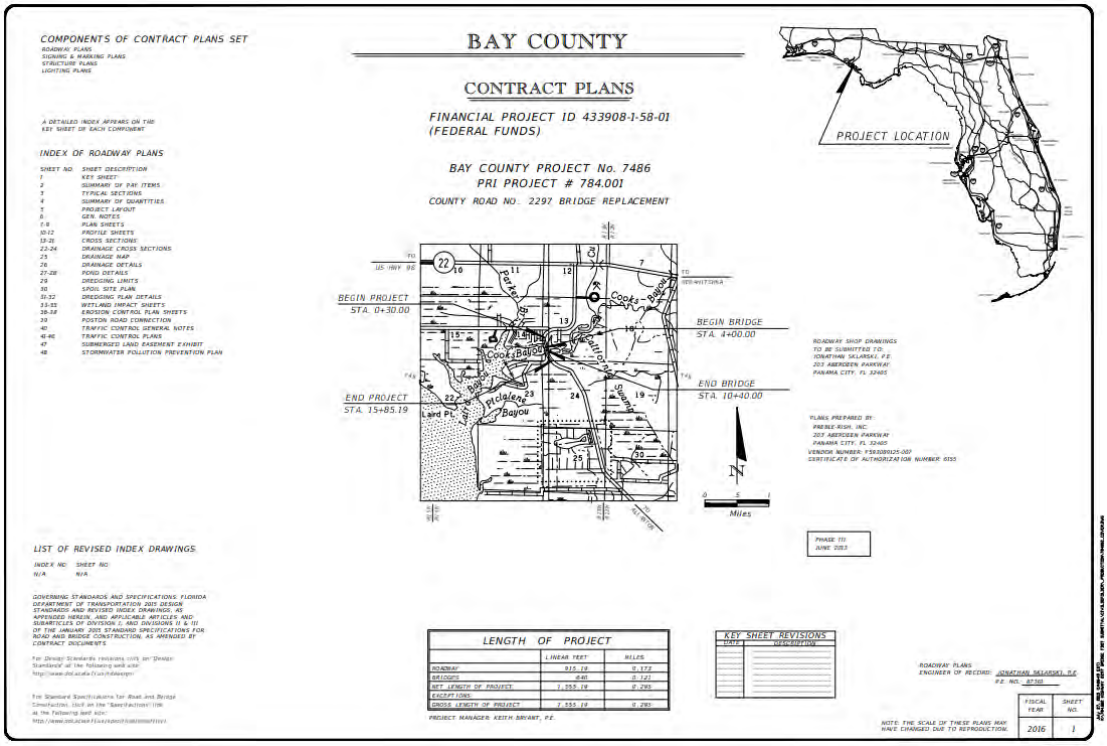




PAST PERFORMANCE

CR 2297 Bridge CEI
Client Name: Bay County Board of County Commissioners
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Joel Schubert, Deputy County Manager, 850.784.4013, jschubert@baycountyfl.gov

Description of Work: Panhandle Engineering was responsible for providing CEI Services for a major bridge replacement project in Bay County. The project was federally funded through the FDOT LAP Program.
Project Cost: $7.5M
Completed: 2020



Project #17 *PROVEN SUCCESS*

PAST PERFORMANCE

Country Club Dr./9th St. Roundabout
Client Name: City of Lynn Haven
Client Contact Information: Chris Lightfoot, Interim City Manager/Public Works Director 850.890.8796, clightfoot@cityoflynnhaven.com

Description of Work: Project included a new roundabout for a 5-road intersection which had multiple safety issues. Panhandle Engineering was responsible for all design, permitting and CEI.
Project Cost: $500,000.00
Completed: 2021





PAST PERFORMANCE

Gore Park
Client Name: City of Callaway
Client Address: 6601 E Highway 22, Callaway, FL 32404
Client Contact Information: Mr. Eddie Cook, City Manager, 850.871.6000, citymanager@cityofcallaway.com

Description of Work: The project included a regulation football field, baseball field, lighting, parking, pedestrian areas, concession/restrooms, practice field, fencing, sidewalks, rehab of tennis courts, walking trail, park benches, playground, pavilions and a storage building.
Project Cost: $3.5M
Completed: 2023





PAST PERFORMANCE

Hathaway Bridge Directional Bore
Client Name: Bay County, Florida
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Joel Schubert, Deputy County Manager, 850.784.4013, jschubert@baycountyfl.gov

Description of Work: This project consisted of a 5,200 ft 24" Fusible PVC subaqueous directional bore across St. Andrews Bay. Panhandle Engineering was the primary design engineer on the design build team of Marshall Bros., Dewberry and Mears Group. Our firm was responsible for the detailed design and logistics for the long bore construction process. We handled all permitting, design calculations and specifications for the new subaqueous crossing. We also coordinated with the Navy Base, the City of Panama City Beach and the City of Panama City to close public facilities at each end of the project. Our involvement with this project was crucial due to the logistics of two public parks, the Navy Base and FDOT.
Project Construction Cost: $12M
Completed: 2022







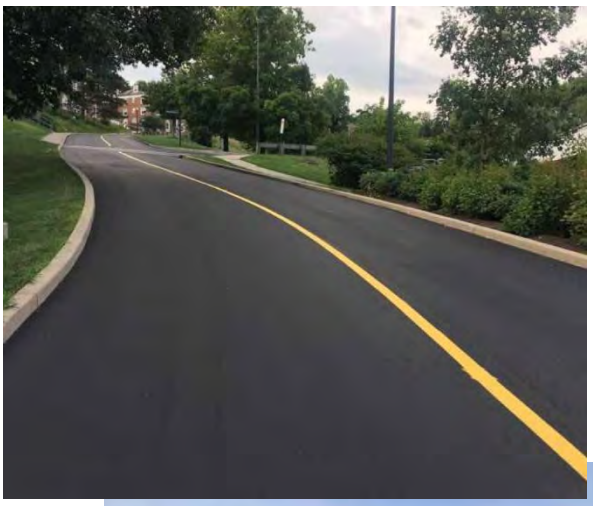




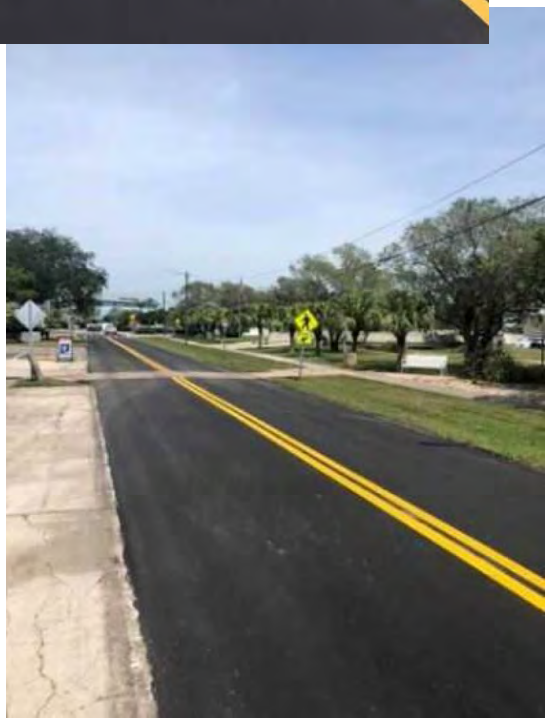
PAST PERFORMANCE

Callaway FEMA Road Repairs
Client Name: City of Callaway
Client Address: 6601 E Highway 22, Callaway, FL 32404
Client Contact Information: Mr. Eddie Cook, City Manager, 850.871.6000, citymanager@cityofcallaway.com

Description of Work: Panhandle Engineering, Inc. provided design to meet minimum requirements of the City standards to include slope design as applicable, pedestrian crossings where applicable, appropriate signage as applicable, minimal surface drainage where needed, appropriate thermoplastic striping, valve and manhole adjustment, milling, leveling where required, replacement where required, and asphalt design.
Project Cost: $2.5M
Completed: 2021







PAST PERFORMANCE

Callaway Legislative Paving 2019 & 2021
Client Name: City of Callaway
Client Address: 6601 E Highway 22, Callaway, FL 32404
Client Contact Information: Mr. Eddie Cook, City Manager, 850.871.6000, citymanager@cityofcallaway.com

Description of Work: Panhandle Engineering, Inc. provided design to meet minimum requirements of the City standards to include slope design as applicable, pedestrian crossings where applicable, appropriate signage as applicable, minimal surface drainage where needed, appropriate thermoplastic striping, valve and manhole adjustment, milling, leveling where required, replacement where required, and asphalt design. Our firm secured the funding for this project from the Florida Legislature.
Project Cost: $2.0M
Completed: 2021







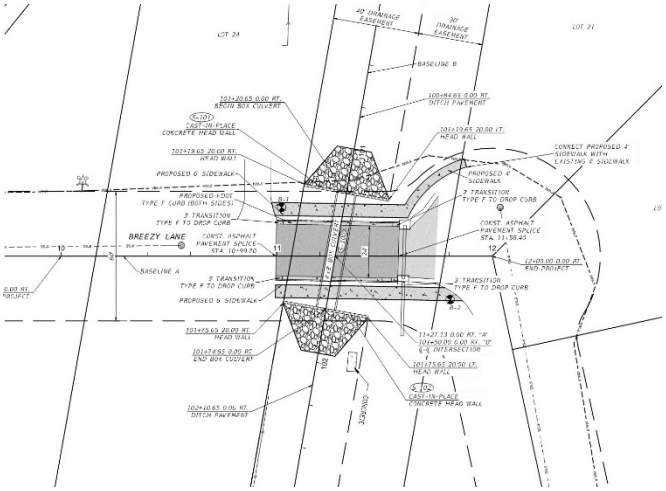


Project #22 *PROVEN SUCCESS*

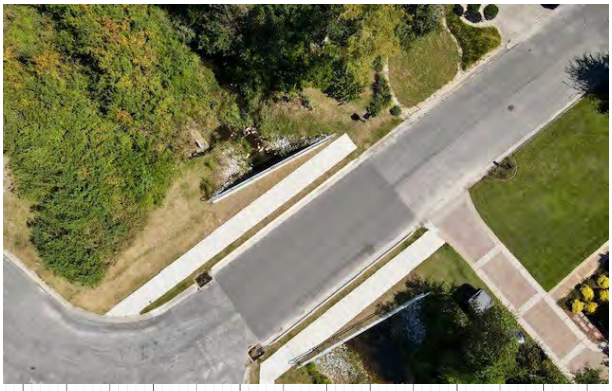
PAST PERFORMANCE

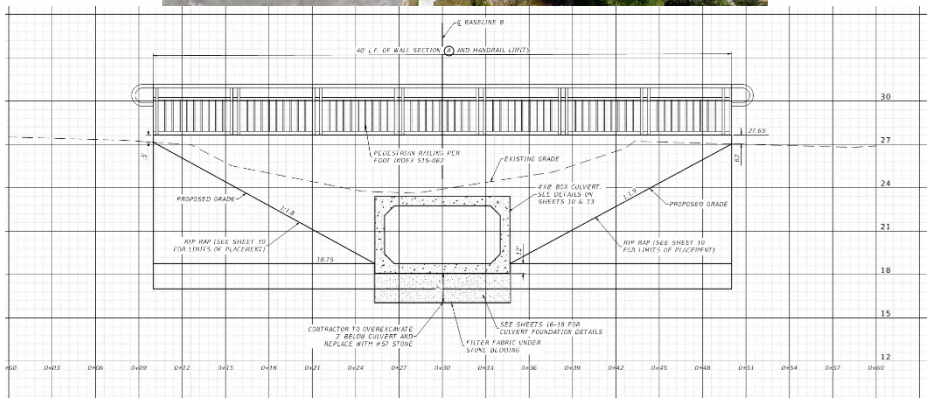
Breezy Lane Box Culvert & Stormwater Improvements
Client Name: City of Panama City
Client Address: 501 Harrison Avenue, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, Public Works Director
850.630.4267, jhayes@panamacity.gov

Description of Work: This project included replacing 2 – 24" corrugated metal pipes with 1 – 4x6 box culvert. Construction included helical piles under the headwalls due to poor soil conditions and utility relocations. Our scope included design, permitting and CEI.
Project Cost: $450,000.00
Completed: 2022









PAST PERFORMANCE

Bay County Skate Park
Client Name: Bay County, FL
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Jason Jowers, Division Manager, 850.248.8120, jjowers@baycountyfl.gov

Description Of Work: The project consisted of a new skate park with restrooms, sidewalks, park benches, site lighting, landscaping, and irrigation.
Our firm was responsible for all design, permitting and CEI.
Project Cost: $2.6M
Completed: 2023







PAST PERFORMANCE

Bay County Alternate Water Supply Project
Client Name: Bay County, FL
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Joel Schubert, Ast. County Manager, 850.784.4013, jschubert@baycountyfl.gov

Description of Work: This project consisted of a surface water intake, pump station and pipeline with the intake and pump station in the northern portion of Deer Point Lake Reservoir. The project has the capacity to deliver approximately thirty (30) million gallons per day of raw water, via pipeline easements along CR 2302 and CR 2321 right-of-way (ROW) to intersect the existing raw water line going to the Bay County Water Treatment Plant. The AWSP was designed and constructed in a manner so as not to cause significant harm to the water resource or ecology of the area and located so as to withdraw the optimum water quality available from this source. This project included several 36" fusible PVC directional bores. Our staff was part of the design-build team of Phoenix Construction, Dewberry, and Mott McDonald. We were responsible for the design of the pipeline to include restraint, directional bores and quality control review.
Project Construction Cost: $25M
Completed: 2014



PAST PERFORMANCE

Baldwin Road Widening– Phase I and II, Bay County, FL
Client Name: Bay County Board of County Commissioners
Client Address: 812 W 11th Street, Panama City, FL 32401
Client Contact Information: Joel Schubert, Deputy County Manager, 850.784.4013, jschubert@baycountyfl.gov

Description of Work: Oversaw the entire design-build delivery method which reconstructed a 2-lane facility to a 4- lane facility alleviating traffic from SR77 to SR 390 with 3 intersection improvements and signalization upgrades to two major intersections. The County performed the CEI in house.
Project Cost: $6.5 Million
Completed: 2012





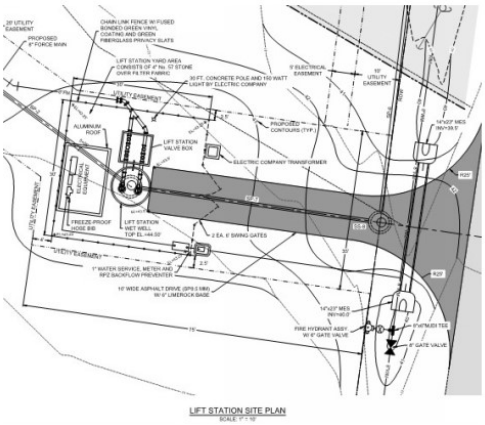


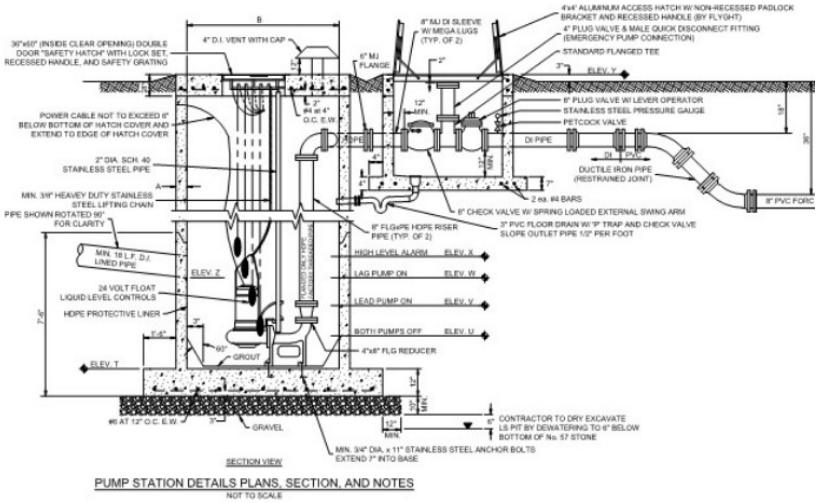
PAST PERFORMANCE

Barrett's Park Lift Station and Gravity/Low Pressure Sewer Collection System
Client: Private, Allan Bense 850.914.6300

Description of Work: The project included the design, permitting, and construction oversight of a new large lift station to serve 500 residential units. The station has a pump capacity of 550gmp. Included 2,500 LF of 8" forcemain which connects to US 231 and includes a directional bore under US 231 and the adjacent railroad tracks. The project also included a diesel generator for backup power once the third phase of the subdivision was added. This station was constructed with 50% private funds and 50% public funds, but we worked closely with Bay County staff during design and they now own and operate this lift station.
Project Construction Cost: $1.25M
Completed: 2022





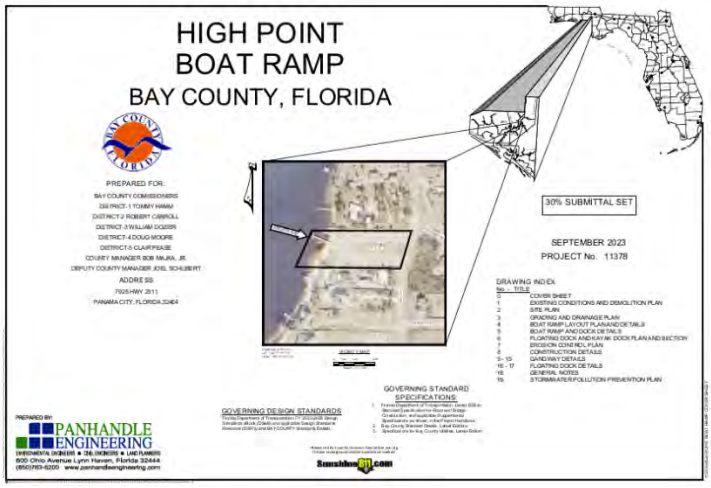


PAST PERFORMANCE

Highpoint Boat Ramp
Client Name: Bay County
Client Address: 840 11th St., Panama City, FL 32401
Client Contact Information: Jason Jowers, Asst. General Services & Parks Director 850.819.8646, jjowers@baycountyfl.gov

Description of Work: This project includes plans to improve the condition of the existing boat ramp facilities by replacing it with a new ramp in the same location due to the inability of users to use the ramp during the lake drawdown. Construction has not begun on this project but is expected to be advertised in 2025. We also obtained **$685,000** from FWC/Florida Boaters Improvement Grant for construction.

Project Cost: $2.0M
Design completed in 2023,
Construction is underway.





PAST PERFORMANCE

Hodges Bayou Intersection Improvements CR2321
Client Name: Southport, FL
Client Contact Information: Allen Spikes, 850.832.1136

Description of Work: Project included a major intersection improvement project to include new turn lanes and signalized intersection to serve a 600 lot subdivision, which we also designed. The improvements were to CR2321, which is a County Road. Bay County Engineering staff reviewed and approved the project. Panhandle Engineering was responsible for all design, permitting and CEI.

Project Cost: $1.9M
Completed: 2023





PAST PERFORMANCE

Hodges Bayou Low Pressure Sewer Collection System
Client Name: Southport, FL (North Bay Service Area)
Client Contact Information: Allen Spikes, 850.832.1136

Description of Work: This is a private development of 750 residential units, however, it is located in the planning area and provides wastewater flow to the Spikes Lift Station (BC-39) which was designed by Chris Forehand in 2008.
Mr. Forehand has been responsible for all design, permitting and construction oversight of the entire project. Phase 1 and 2 are complete. Phase 3 is currently under construction and includes more residents on low pressure sewer. Bay County is taking ownership of all low-pressure force mains in this development; however, homeowners will own and maintain all low-pressure grinder stations.
Project Construction Cost: $400,000 for Phase 1A and 1B / **$500,000** for Phase 2 / **$1.0M** for Phase 3 / **$600,000** for Phase 4
Completed: 2025, Last Phase is under construction.



Phases 1A and 1B as



Phase 2

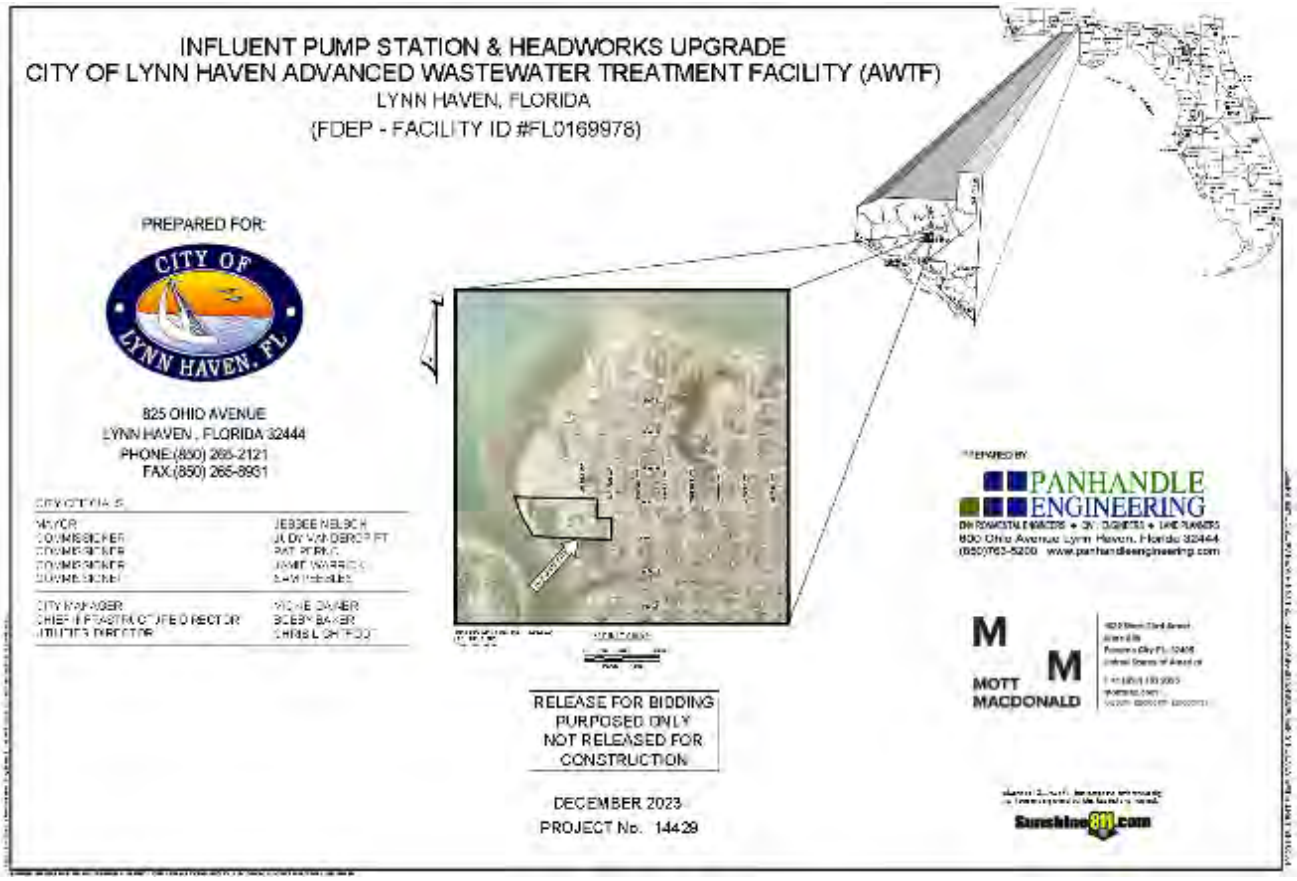


Phase 3

PAST PERFORMANCE

Influent Pump Station & Headworks Upgrade
Client Name: City of Lynn Haven
Client Address: 817 Ohio Ave. Lynn Haven, FL 32444
Client Contact Information: Chris Lightfoot**,** Public Works Director, 850.265.2121, clightfoot@cityoflynnhaven.com

Description of Work: This project included the design of a new master headworks and influent pump station (IPS) at the Lynn Haven Advanced Wastewater Treatment Facility (AWTF). The new headworks and IPS are necessary to facilitate the future plant capacity upgrades from 2.5 million gallons per day to 4.5 million gallons per day. Panhandle Engineering's task for this project were: prepare site plans, assess environmental effects of the project, provide technical information/design criteria, permitting, prepare process flow diagrams, apply for SRF funding requests, design/engineering reports, and structural condition assessments.
Project Cost: $12.5M
Completed design in 2023. Construction to begin in 2026.

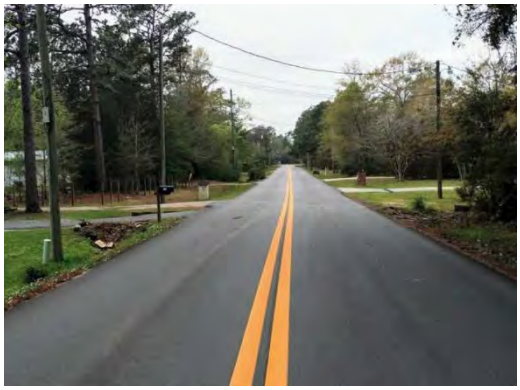


PAST PERFORMANCE

LH Legislative Paving 2023
Client Name: City of Lynn Haven
Client Address: 817 Ohio Avenue, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566, bbaker@cityoflynnhaven.com

Description of Work: ***Panhandle Engineering, Inc.*** The design included slope design, pedestrian crossings, appropriate signage, minimal surface drainage, appropriate thermoplastic striping, valve and manhole adjustment, milling, leveling, replacement where required, asphalt design, erosion control, and restoration. A combination of milling, crack relief and full depth reclamation was utilized. Our firm was responsible for obtaining the funding from the Florida Legislature.
Project Construction Cost: $1.0M
Completed: 2023







PAST PERFORMANCE

Lift Station 4 Improvements
Client Name: City of Lynn Haven
Client Address: 817 Ohio Avenue, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566

Description of Work: The project improvements included the design and construction of a new 8' diameter wet well, two new 10hp submersible pumps with a pumping capacity of 440gpm, a duplex control panel, lining existing gravity sewer and two (2) existing manholes, above grade force main discharge piping and other typical lift station site features. During the construction of the lift station, we provided full onsite inspection and construction support to the city. Project involved a full rehabilitation of an old "dry can" type lift station which was considerably undersized and caused major surcharge during peak flow periods. This station also included re-piping the old style underground piping to above ground piping, which is the City of Panama City's new standard.
This lift station is located on SR 77 next to Slim Chickens Restaurant.
Project Construction Cost: $440,000.00
Completed: 2021









PAST PERFORMANCE

Lift Station 12 Improvements
Client Name: City of Lynn Haven
Client Address: 817 Ohio Avenue, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566

Descript of Work: The project improvements included the design and construction of a new 8' diameter wet well, two new 10hp submersible pumps with a pump capacity of 500gpm, a duplex control panel, elevated control panel to raise above the flood plain, new driveway, decorative fencing, above grade force main discharge piping and other typical lift station site features. It was discovered during design that the City did not own a portion of the lift station parcel, so we negotiated with the neighbor to deed the parcel at no cost to the City. During the construction of the lift station, we provided full inspection services to include daily inspection reports along with taking photos of the progress, as well as review of payment applications. This lift station is located in the Panama County Club.
Project Cost: $275,000.00
Completed: 2021





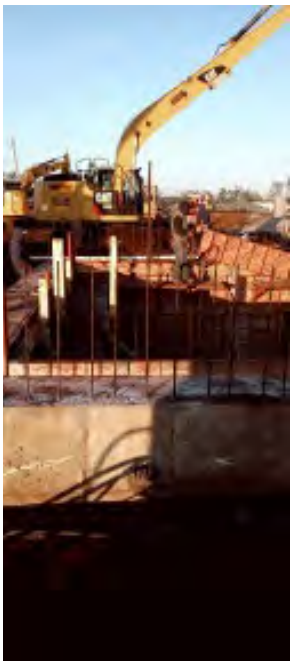




PAST PERFORMANCE

Lift Station 34 Improvements
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, Public Works Director, 850.630.4267

Description of Work: PE recently completed detailed construction engineering and inspection services to the City of Panama City. Our scope included inspection of construction activities, detailed daily reports, photo documentation, review of all monthly payment applications, provided recommendations for payment, prepared change orders, and recently prepared a startup plan which is required to coordinate multiple projects that affect start up.
Project Construction Cost: $2.3M
Completed: 2023











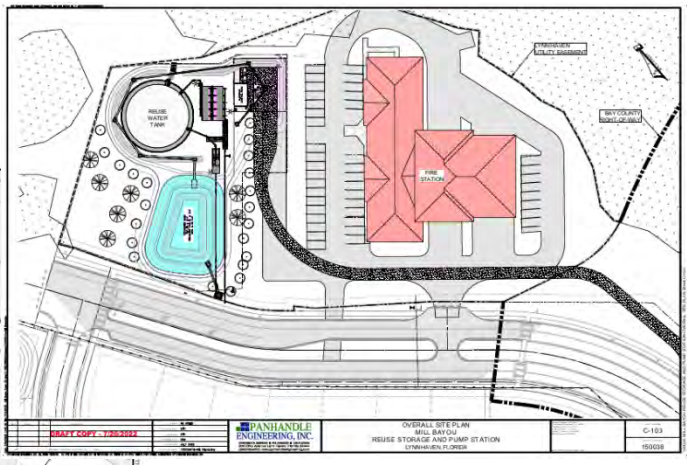
Project #35 *PROVEN SUCCESS*

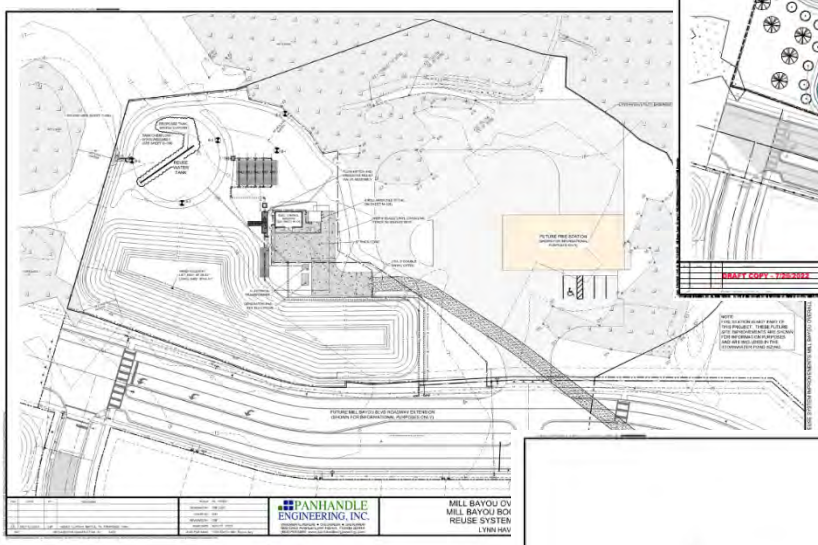
PAST PERFORMANCE

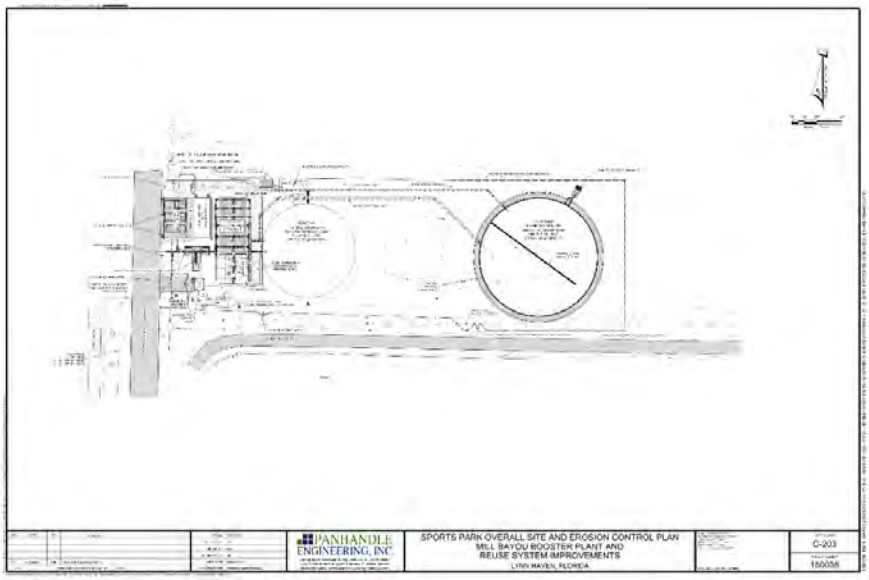
Lynn Haven Reuse Booster Pump Stations
Client Name: City of Lynn Haven
Client Address: 817 Ohio Ave, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566, bbaker@cityoflynnhaven.gov

Description of Work: Panhandle Engineering designed 2 reuse booster pump stations for the City of Lynn Haven. This project included the construction of a new reuse booster pump station to include pumps, controls, electrical, site work, ground storage tank chlorination and related appurtenances located on Mill Bayou Blvd. The project also included improvements to the existing Sports Park Reuse Booster Pump Station to include pumps, controls, electrical, site work, ground storage and tank chlorination.

Project Cost: $10.5M
Completed: 2022







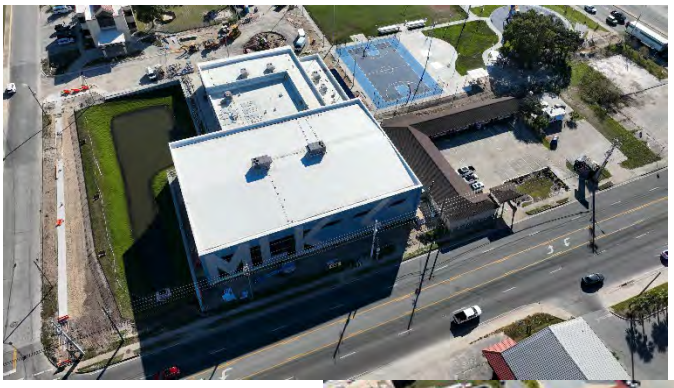
Project #36 *PROVEN SUCCESS*

PAST PERFORMANCE

MLK Park and Gymnasium Improvements
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager
850.630.4267, jhayes@panamacity.gov

Description of Work: The project scope included lighting, landscape/irrigation, signage, fencing and associated details for the proposed new gymnasium, outdoor basketball courts, football field with lighting, playground, and parking.
Project Cost: $23.0M
Completed: 2025









PAST PERFORMANCE

SR 390 Utility Relocation
Client Name: City of Lynn Haven
Client Address: 817 Ohio Ave, Lynn Haven, FL 32444
Client Contact Information: Mr. Bobby Baker, Public Works Director, 850.248.0566, bbaker@cityoflynnhaven.gov

Description of Work: The City of Lynn Haven was required to relocate and adjust utilities which were anticipated to be in conflict with the Florida Department of Transportation (FDOT) widening plans for SR 390. The intent of the FDOT project is to widen SR 390 from the existing two-lane roadway to a divided six-lane roadway. The proposed roadway included curb and gutter roadway sections, enclosed drainage systems, sidewalks, and lighting. These improvements directly encroached Lynn Haven owned water and wastewater utilities in an around the SR 390 right-of-way (ROW). Panhandle Engineering, Inc. developed a Utility Relocation Plan by using a combination of the FDOT widening plans and historical maps and references to locate the existing Lynn Haven Utilities to determine if utility relocation or adjustment was required. Panhandle Engineering developed a Utility Conflict Matrix to best catalog, track, schedule, and resolve utility conflicts between the FDOT Widening Plans and the existing Lynn Haven Water and Wastewater System. Panhandle Engineering regularly coordinated between the City and FDOT to design the City's Utility Relocation Plan.
The scope included multiple Fusible PVC directional bores from 6" to 12" and included 12" Fusible PVC Directional Bore across Beatty Bayou.
Project Cost: $2.0M
Completed: 2023



PAST PERFORMANCE

Hentz Park
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager
850.630.4267, jhayes@panamacity.gov

Description of Work: Our scope includes re-design of the proposed park improvements to include one stormwater pond, relocation of the parking to be parallel along the side streets, a walking path, one pavilion, and the offsite drainage system improvements. The pond serves as a flood control structure and regional pond for nearby residents and eliminated a structural flooding problem. Our firm obtained 100% grant funding from FDEP.
Project Cost: $1.1M
Completed: 2025







PAST PERFORMANCE

69A Paved Shoulders Phase I and II
Client Name: Calhoun County Board of County Commissioners
Client Address: 20859 Central Avenue East, Blountstown, FL 32424
Client Contact Information: Hunter Flowers, Grants Administrator, hflowers@calhouncountyfl.gov

Description of Work: Our scope included construction engineering and inspection (CEI) of the paved shoulders along Couty Road 69A from State Road 69 to John Redd Road for Phase I. Phase II was the CEI of 5' paved shoulders along County Road 69A from John Redd Road to County Road 194 (Macedonia Road) in Calhoun County.
Project Cost: $1.8M
Completed: 2024







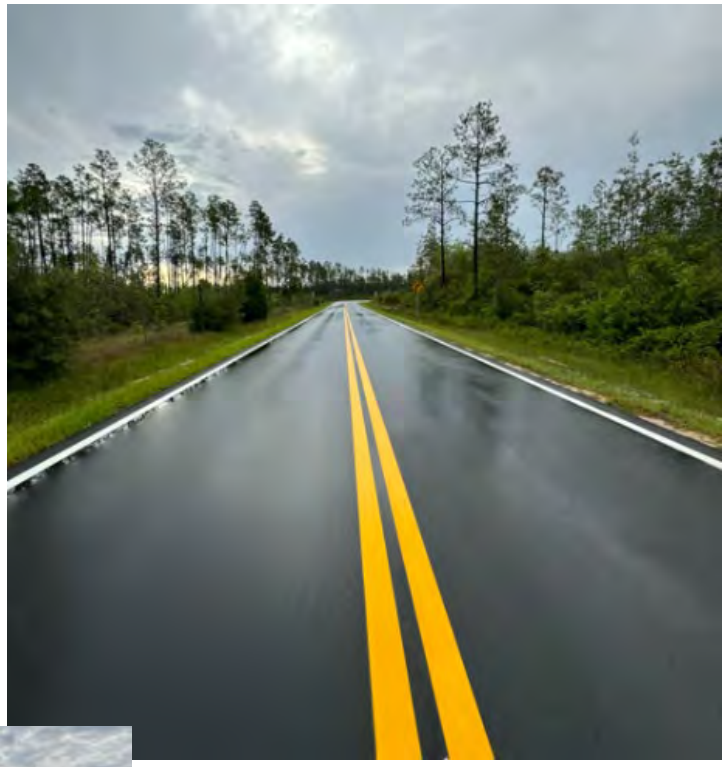
Project #40 *PROVEN SUCCESS*

PAST PERFORMANCE

Scotts Ferry Road
Client Name: Calhoun County Board of County Commissioners
Client Address: 20859 Central Avenue East, Blountstown, FL 32424
Client Contact Information: Hunter Flowers, Grants Administrator, hflowers@calhouncountyfl.gov

Description of Work: Our scope of work included all CEI for the new road paving.
Project Cost: $1.4M
Completed: 2023







PAST PERFORMANCE

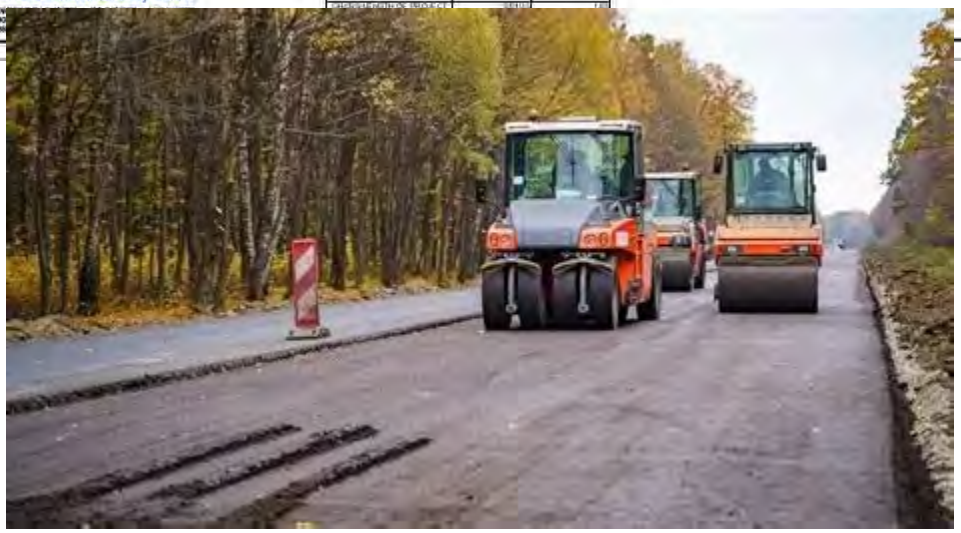
SCOP Bodiford Road – Design
Client Name: Calhoun County Board of County Commissioners
Client Address: 20859 Central Avenue East, Blountstown, FL 32424
Client Contact Information: Hunter Flowers, Grants Administrator, hflowers@calhouncountyfl.gov

Description of Work: The scope of work for this project included design services and specifications for the resurfacing of Bodiford Road from SR 71 to the termination of the roadway. Bodiford Road is approximately 8,500ft in length (1.64 miles) and consists of a 22' roadway with (2) 11' travel lanes. There were 6 driveways located on the roadway and a total of 12 Mitered End Sections. There were 2 Mitered End Sections that need were replaced and all guardrail was brought up to current standards.

Project Cost: $1.2M

Completed: 2020

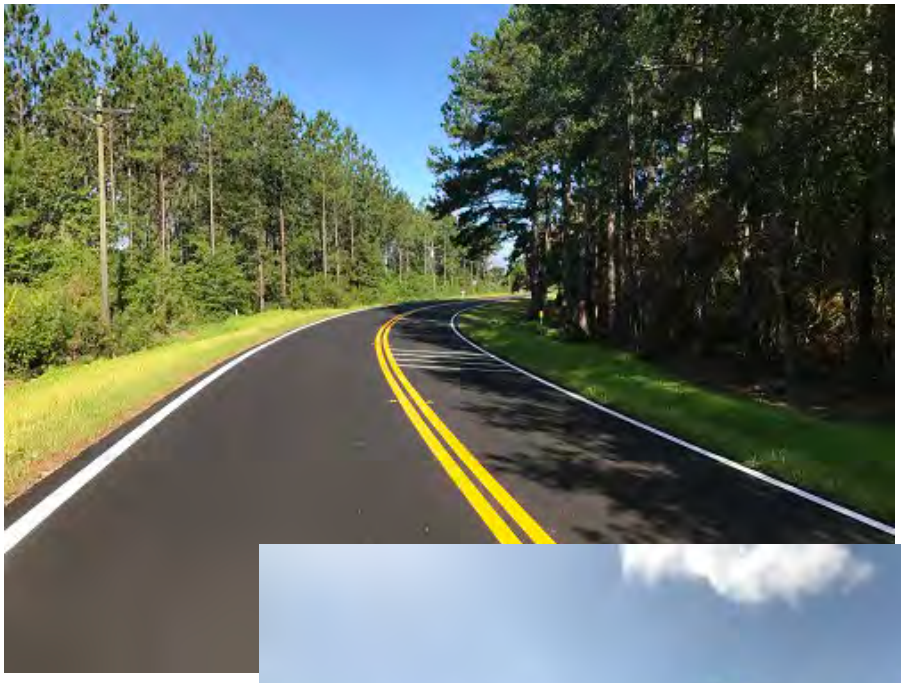


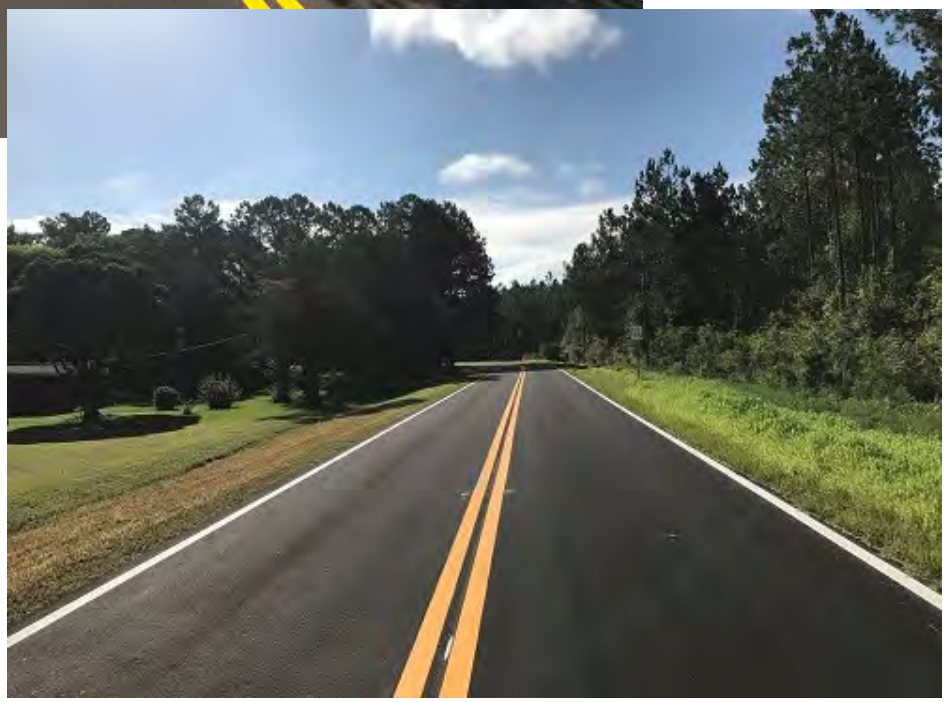


PAST PERFORMANCE

Carlos Peavy Road – CEI
Client Name: Calhoun County Board of County Commissioners
Client Address: 20859 Central Avenue East, Blountstown, FL 32424
Client Contact Information: Hunter Flowers, Grants Administrator, hflowers@calhouncountyfl.gov

Description of Work: Panhandle Engineering was responsible for the construction engineering and inspection of the resurfacing of Carlos Peavy Road from County Road 275 to State Road 71. Other construction activities included erosion control, performance turf, sodding, reflective pavement markers, thermoplastic, and painted pavement markings
Project Cost: $850,000.00
Completed: 2022



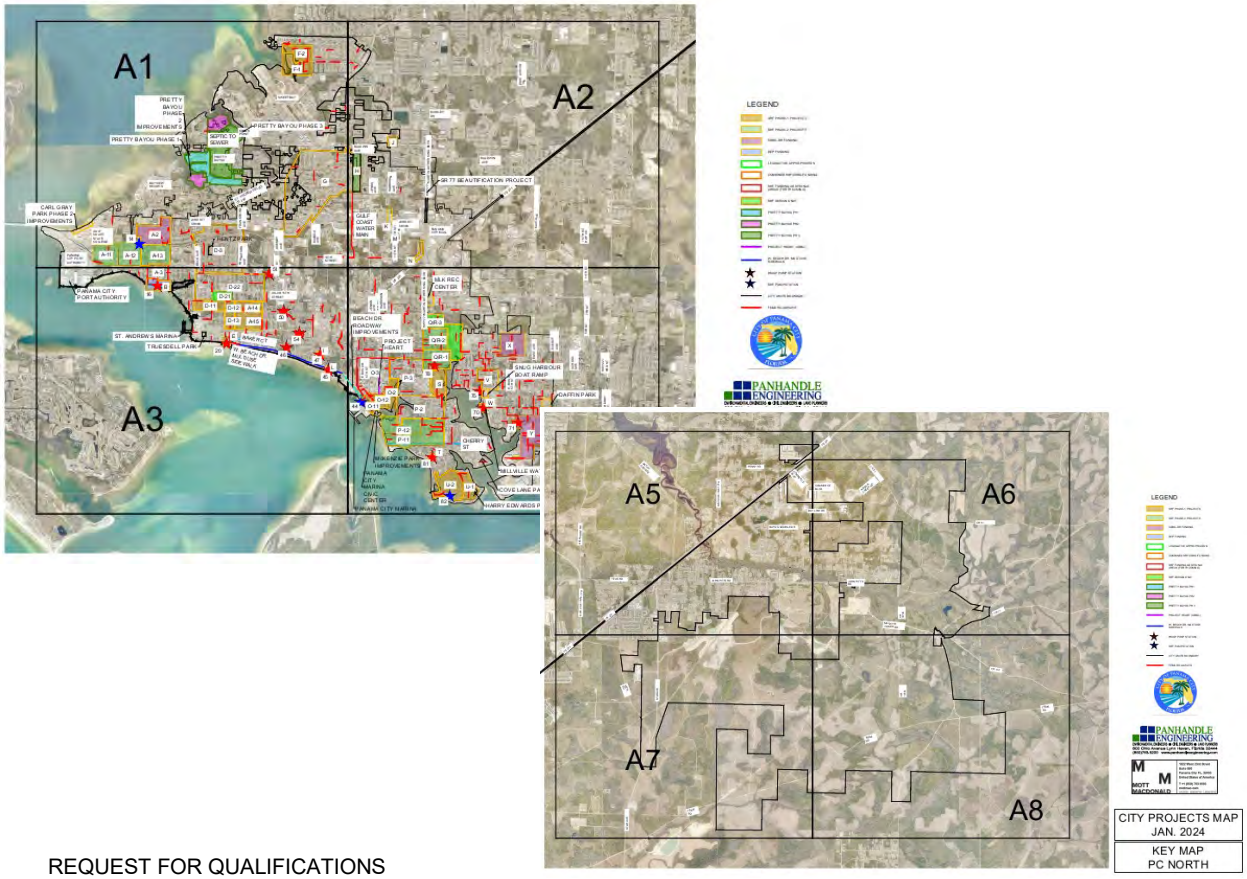


PAST PERFORMANCE

SRF Lead Engineer
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager, 850.630.4267, jhayes@panamacity.gov

Description of Work: Panhandle Engineering coordinated meetings between City Staff, consultants, and funding source representatives to develop a standardized methodology for over twenty utility infrastructure revitalization and upgrade projects across the City of Panama City. We coordinated preliminary investigative work including survey, SUE, gravity sewer CCTV inspection, project prioritization, and communication with the design teams associated with each sub-project. Panhandle Engineering was one of two engineering teams tasked with reviewing the 30%, 60%, 90%, 100%, and bid package design milestones on behalf of the City of Panama City to ensure the proposed improvements conform with updated city standards and requirements. We worked with the City to develop design milestone standard requirements to be applied to each phase of the design review. Panhandle Engineering was also the lead manager for receiving, reviewing, cataloging and finally building the monthly pay application disbursement request packages submitted regularly to the State for approval and payment. The project is currently active with several projects currently under construction and others entering the bidding process. This project has been completed satisfactorily and on time based on phasing.

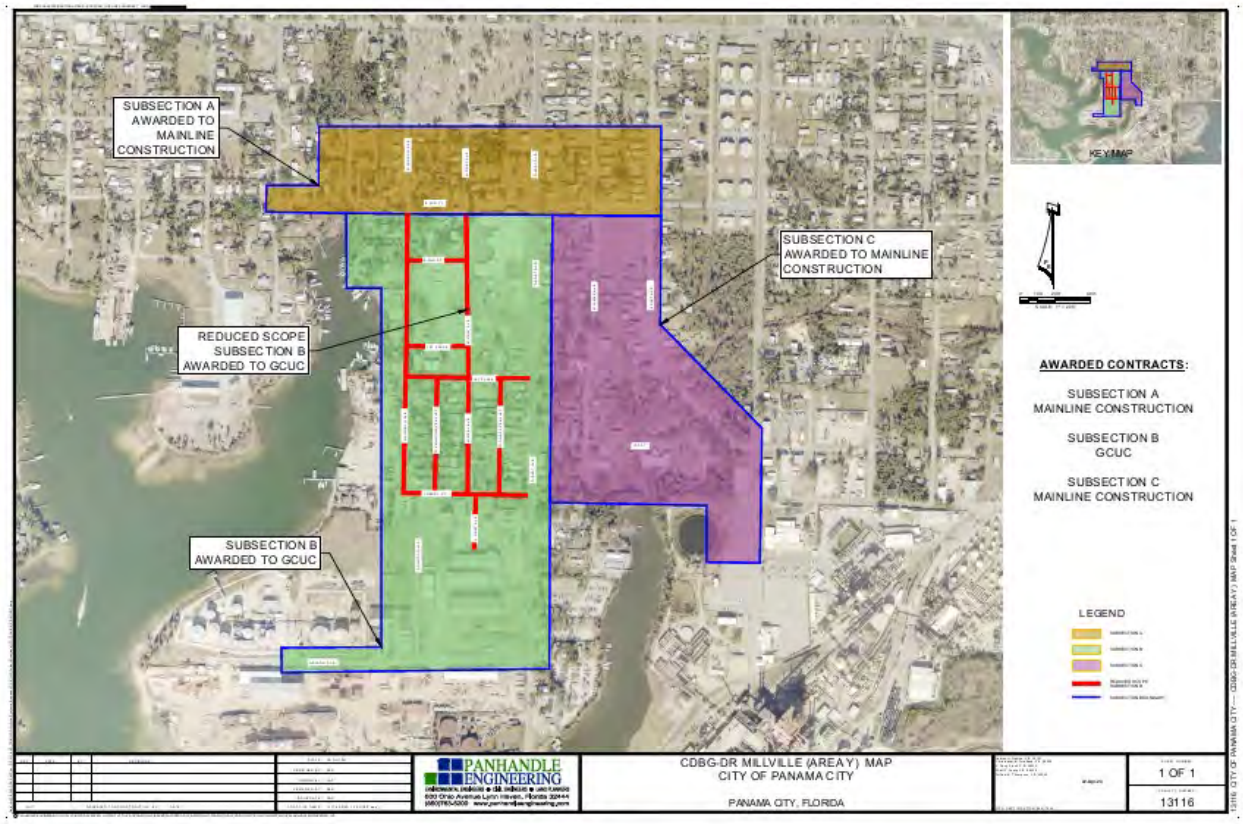
Completion Date: Ongoing
Grant Program: SRF Grant
Grant Amount: $130M
Project Cost: $130M (Phases I & II)



PAST PERFORMANCE

CDBG-DR Systems Engineer for Millville and Area A2
Client Name: City of Panama City
Client Address: 501 Harrison Ave, Panama City, FL 32401
Client Contact Information: Jonathan Hayes, City Manager, 850.630.4267, jhayes@panamacity.gov

Description of Work: Panhandle Engineering was hired to supervise the Millville Area A, B, and C design and act as a liaison to the city for the Engineers assigned to these activities, ensuring consistency and continuity between the projects. This scope also included review of 30, 60, 90 & 100% Plans & Bid Documents, addressing engineer comments and meeting with the city. This project was completed satisfactorily and on time.
Completion Date: Ongoing
Grant Program: CDBG-DR Funding
Grant Amount: $52M
Project Cost: $51.5M



GEOGRAPHIC LOCATION

TAB 3

GEOGRAPHIC LOCATION

The principal office of our firm is strategically located at **600 Ohio Avenue, Lynn Haven, Florida 32444**, within Bay County and in close proximity to the Panama City North Community Development District (CDD). This location provides a significant advantage in delivering responsive, efficient, and cost-effective engineering services to the District.

Being locally based allows our team to maintain a strong understanding of the regional infrastructure, environmental conditions, regulatory requirements, and development trends that influence projects throughout Panama City and Bay County. Our proximity enables staff to quickly mobilize for site visits, construction observations, coordination meetings, emergency response situations, and stakeholder engagements without the delays or additional costs often associated with firms located outside the region. We also offer our office conference room to hold the required local CDD board meetings free of charge.

Our office is situated within minutes of the District and is readily accessible to District staff, Board members, contractors, and regulatory agencies. This accessibility promotes effective communication, timely decision-making, and continual project oversight throughout all phases of planning, design, permitting, construction, and ongoing operations once the development is complete.

Additionally, our firm's long-standing presence in Bay County has fostered strong professional relationships with local governments, utility providers, permitting agencies, and development partners. These established relationships, combined with our local knowledge and immediate availability, enhance our ability to efficiently address District needs and successfully deliver projects that support the Panama City North Community Development District's objectives.

Our geographic location reflects our commitment to serving the community and ensures that the District will benefit from direct access to experienced engineering professionals who are invested in the continued growth and success of the local area.

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

TAB 4

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

Panhandle Engineering pairs a financially stable, locally established firm with a disciplined, repeatable project-control process. The methodology below is applied to every task order issued ensuring that critical and high-priority schedules are met and that budgets are not exceeded.

METHODOLOGY FOR ENSURING SCHEDULES ARE MET

Work Plan Development

Upon notice to proceed on each task order, ***Mr. Forehand*** will develop a comprehensive Work Plan within 5 business days, distributed to the CDD and every assigned team member. The Work Plan establishes the scope of services, critical-path milestone dates, and point-of-contact information for each team lead. It is maintained as a living document and reissued whenever scope, schedule, or staffing changes. Senior leadership conducts routine financial performance reviews to monitor cash flow trends, staffing utilization, overhead management, and operational efficiency. This oversight structure ensures long-term organizational stability while maintaining the flexibility required to respond to changing priorities.

Kickoff and Recurring Coordination

A formal project kickoff meeting initiates every task order, aligning the CDD and all subconsultants on objectives, anticipated constraints, and the critical path. Ongoing coordination meetings held in person or via Microsoft Teams at a frequency matched to project complexity keep the schedule visible, surface issues before they become delays, and assign clear accountability for each open item. We also anticipated monthly meetings with the CDD board and will attend and provide updates.

Critical-Path Scheduling



For multi-task or multi-discipline assignments, Panhandle Engineering builds a critical-path schedule identifying the longest sequence of dependent activities permitting, survey, modeling, design, and review milestones so that the activities most likely to drive overall duration receive priority staffing and the earliest attention to risk. The proposed project schedule will require a dedication of resources from all members of the team. Consequently, our team plans to saturate the project with the necessary personnel to aggressively complete the project phasing in a timely manner. All components of design activities will be integrated into a schedule which will be used for scheduling tasks, tracking progress, invoicing and loading/adjusting resources to complete the project on time and within budget. Our experience with government infrastructure will enable us to expedite the process.

Monthly Progress Reporting

The project schedule is reviewed and updated monthly and included in progress reports submitted to the CDD, documenting work completed, percent complete by task, upcoming milestones, and any schedule variance with a corrective-action narrative. All design and construction documentation is tracked from kickoff through final closeout.

Early-Warning Escalation



If a task order shows the potential to slip more than 10% against its approved milestone dates, the assigned Project Manager notifies the CDD in writing within 3 business days, along with a recovery plan reallocating staff, adjusting task sequencing, or extending hours to bring the schedule back into alignment before the delay compounds.

Staffing Depth to Protect the Schedule

With 26 full-time employees and 12 engineers across civil, stormwater, and supporting disciplines, Panhandle Engineering can reassign internal resources to a critical-path task without waiting on new hires or subconsultant procurement, the most common cause of schedule slippage on continuing-services work.

WILLINGNESS TO MEET TIME AND BUDGET REQUIREMENTS

METHODOLOGY FOR ENSURING BUDGET REQUIREMENTS ARE NOT EXCEEDED

Task Order-Level Cost Accounting

Each task order is set up in our project accounting system with its own budget by labor category, reimbursable expense, and subconsultant cost, allowing real-time tracking of dollars and hours spent against the negotiated fee, not just at the project level, but down to individual phases of work.



Weekly Time and Cost Monitoring

Project Managers review labor hours and cost-to-date on a weekly basis not just at monthly invoicing so that a budget variance is caught while there is still time to correct course rather than after the fact.

Defined Variance Thresholds

Panhandle Engineering applies a standing internal threshold: when a task order reaches 75% of budgeted fee while less than 75% of scope is complete, the Project Manager is required to perform a documented budget review and notify senior leadership. This trigger is in addition to, and earlier than, routine monthly reporting.

Proactive CDD Coordination

Where a variance is identified, the Project Manager coordinates directly with CDD staff before costs are incurred presenting the cause, the cost impact, and options (scope clarification, task order amendment, or schedule adjustment) so the CDD retains full visibility and control over any budget decision.

Financial Capacity to Avoid Cost-Driven Delay

Panhandle Engineering maintains sufficient working capital to fund mobilization, staffing, and production on every active task order without reliance on advance payments. This means project budgets are never strained by the firm's own cash flow cost control stays focused on the CDD's scope and fee, not on subsidizing our overhead.



Data Integrity and Continuity

All project financial and schedule data is digitally secured, backed up, and maintained under our internal accounting and document-management protocols, with software and IT support available throughout each project so that schedule and budget tracking are never compromised by data loss or system failure.

COMMITMENT TO PUBLIC ACCOUNTABILITY

As a firm built around municipal infrastructure delivery, Panhandle Engineering understands that schedule discipline and budget discipline are both, ultimately, stewardship of public funds. Our financial management practices, conservative working capital, diversified municipal client base across Northwest Florida, and a 26-person staff with the depth to absorb workload shifts align directly with the CDD's goals for cost-effective service delivery, schedule reliability, and sustainable capital improvement programming.



CERTIFIED MINORITY BUSINESS ENTERPRISE

TAB 5

RECENT, CURRENT AND PROJECTED WORKLOADS

TAB 6

RECENT, CURRENT, AND PROJECTED WORKLOAD

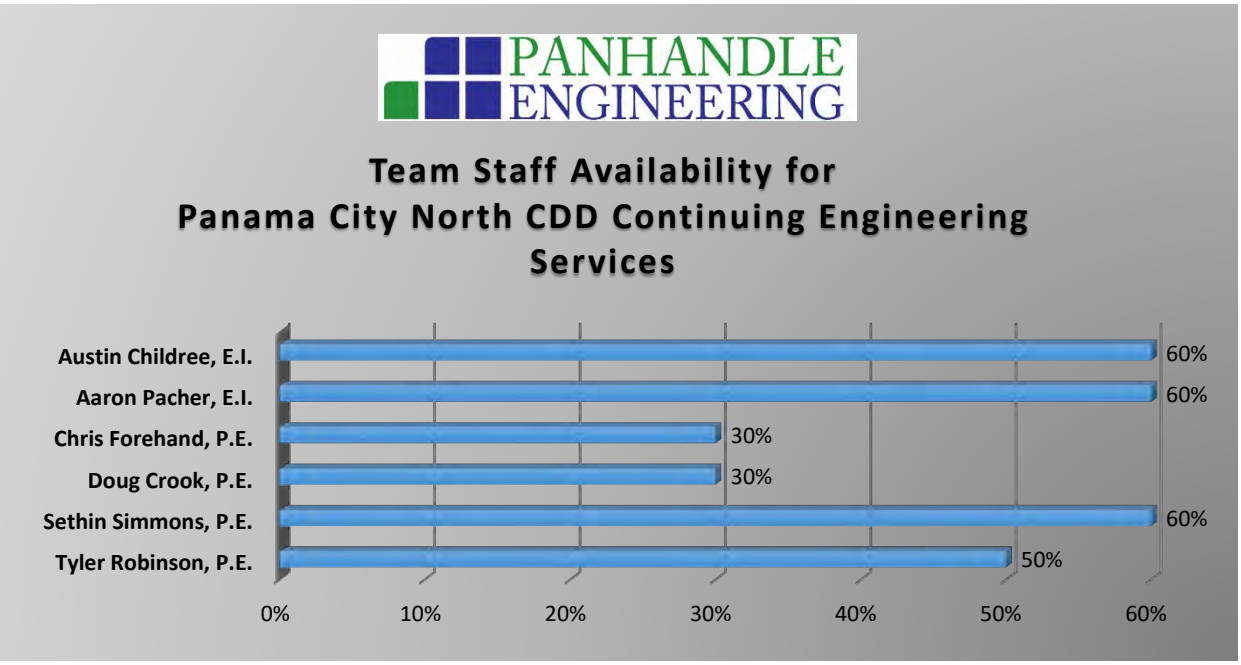
Multi-Project Capacity Management

Panhandle Engineering maintains a structured capacity management process to ensure that acceptance of new work never compromises the quality or schedule of existing commitments. Prior to committing to any new project or task order, Mr. Forehand reviews current workload across all active engagements and confirms available capacity at the individual staff level. This process prevents overcommitment and ensures that team members assigned to any project remain available and focused throughout each project phase.

Our team structure is deliberately staffed to support simultaneous multi-project delivery. With qualified professionals including four licensed Professional Engineers Panhandle Engineering can allocate dedicated resources to the client while actively supporting other client engagements without conflict. The availability percentages presented below reflect realistic, conservatively stated capacity, not maximum theoretical availability.

Team Staff Availability

The following identify key team members proposed for the Panama City North CDD, along with their stated availability, role, and primary responsibilities:



Availability percentages reflect each team member's dedicated capacity for the CDD task orders on a rolling basis. All team members are locally based in the Florida Panhandle region, enabling rapid on-site response to client requests, site visits, and emergency engineering needs. Additional surge capacity is available through coordinated reallocation of workload across the team during peak project demands and we have subconsultant partners who can support if needed.

Communication and Reporting Protocols

Clear, timely, and transparent communication is a non-negotiable standard at Panhandle Engineering. We recognize that the CDD's ability to manage its capital program, and maintain public accountability depends on receiving accurate, actionable information from its engineering consultant. Our communication protocols are designed to meet that standard on every engagement:

- Single Point of Contact: Mr. Forehand serves as the primary point of contact for all CDD communications, reachable by phone and email with a commitment to same-business-day response
- Monthly Progress Reports: Discussed at each progress meeting every 2 weeks, covering work completed, upcoming milestones, budget status, open items, and schedule risks, formatted to meet CDD requirements

RECENT, CURRENT, AND PROJECTED WORKLOAD

Data Security and Document Management

All project files are maintained in a structured digital document management system with the following safeguards to protect the CDD's project data:

- Cloud-Based Redundancy: All project files backed up to secure, redundant cloud storage in real time, no single hardware failure can result in loss of CDD project data
- Version Control: Full version history maintained for all drawings, reports, and correspondence, enabling retrieval of any prior document state
- Access Control: Project files accessible only to authorized team members and designated CDD personnel, with role-based permissions enforced at the folder level
- Accounting Integration: Time and expense records integrated with our project accounting system, enabling accurate, auditable billing statements with full supporting documentation
- IT Continuity: Software and IT support available for all active projects, ensuring no project timeline is compromised due to system failure or software disruption

Commitment to the Panama City North CDD

Panhandle Engineering is fully committed to meeting the workload demands and time requirements of the CDD's engineering needs. Our team has the capacity, the systems, and the professional discipline to deliver high-quality engineering services on schedule and within budget on every task order, every time.

We do not treat continuing services contracts as background work. The Panama City CDD will receive the same level of attention, responsiveness, and technical rigor as any major capital project in our portfolio. Mr. Forehand's personal involvement as Principal-in-Charge will ensure that CDD staff and the Board always have direct access to the firm's senior leadership, not a junior project manager acting as a buffer.

REQUIRED DOCUMENTS

TAB 7

State of Florida
Department of State

I certify from the records of this office that PANHANDLE ENGINEERING, INC. is a corporation organized under the laws of the State of Florida, filed on October 12, 1995.

The document number of this corporation is P95000079228.

I further certify that said corporation has paid all fees due this office through December 31, 2026, that its most recent annual report/uniform business report was filed on January 6, 2026, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Sixth day of January, 2026

Secretary of State

Tracking Number: 7084161512CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JARED W. PERDUE, P.E.
SECRETARY

April 03, 2026

Chris Forehand
PANHANDLE ENGINEERING, INC.
600 Ohio Avenue
Lynn Haven, FL 32444
cbf@panhandleengineering.com

Dear Mr. Forehand:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following professional services types of work per Rule 14-75, F.A.C.:

3.1 - Minor Highway Design
3.2 - Major Highway Design

4.1.1 - Miscellaneous Structures
4.1.2 - Minor Bridge Design

7.1 - Signing, Pavement Marking and Channelization
7.3 - Signalization

10.1 - Roadway Construction Engineering Inspection
10.3 - Construction Materials Inspection

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. Your firm may pursue projects in the referenced work types with fees estimated at less than $500,000.00.* This status shall be valid until February 01, 2027, for contracting purposes.
*Limit for FDOT projects only

On the basis of self-certification materials submitted, the rates listed below represent the costs the Department has accepted.

Approved Rates

Home Overhead	Field Overhead	Facilities Capital Cost of Money (FCCM)	Premium Overtime	Home Direct Expense	Field Direct Expense	Published Fee Schedule
172.18%	128.51%	0.000%	Reimbursed	0.00%	0.00%	No

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at FDOT.PSPrequalification@dot.state.fl.us.

Sincerely,



Naveen Elamurugu
Professional Services Qualification Administrator
NE

SAM.GOV®

PANHANDLE ENGINEERING, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
LN73USD9KZ77	**7QJW7**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 24, 2027**	
Physical Address	Mailing Address	
600 Ohio AVE **Lynn Haven, Florida 32444-1776** **United States**	**600 Ohio AVE** **Lynn Haven, Florida 32444-1776** **United States**	

Business Information

Doing Business as	Division Name	Division Number
PANHANDLE ENGINEERING INC	**Panhandle Engineering, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Florida 02	**Florida / United States**	**www.panhandleengineering.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 26, 2026	**Mar 24, 2026**	**Oct 4, 2016**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Oct 12, 1995	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

N

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**(blank)**
Profit Structure		
For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**7QJW7**

Points of Contact

Electronic Business

Chris Forehand, President

600 Ohio AVE
Lynn Haven, Florida 32444
United States

Government Business

Chris Forehand, President

600 Ohio AVE
Lynn Haven, Florida 32444
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	221310	**Water Supply And Irrigation Systems**
	221320	**Sewage Treatment Facilities**
	237210	**Land Subdivision**
	237310	**Highway, Street, And Bridge Construction**
	237990	**Other Heavy And Civil Engineering Construction**

Product and Service Codes

PSC	PSC Name
C1AA	**Architect And Engineering- Construction: Office Buildings**
C1AB	**Architect And Engineering- Construction: Conference Space And Facilities**
C1AZ	**Architect And Engineering- Construction: Other Administrative Facilities And Service Buildings**
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**
C216	**Architect And Engineering- General: Marine Engineering**
C219	**Architect And Engineering- General: Other**
R425	**Support- Professional: Engineering/Technical**

Disaster Response

Yes, this entity appears in the disaster response registry.

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States	Counties	Metropolitan Statistical Areas
Alabama	**(blank)**	**(blank)**
Florida		

Panama City North Community Development District
Engineer RFQ Ranking Sheet

	Ability and Adequacy of Professional Personnel	Consultant's Past Performance	Geographic Location	Willingness to Meet Time and Budget Requirements	Certified Minority Business Enterprise	Recent, Current and Projected Workloads	Total Score	Ranking
	25 Points	25 Points	20 Points	15 Points	5 Points	10 Points		
Panhandle Engineering								

SECTION VII

Docusign Envelope ID: 4677F113-7099-8014-8398-42AA768A4F15

CONSTRUCTION FUNDING AGREEMENT
MASTER IMPROVEMENTS CONSTRUCTION

THIS AGREEMENT ("Agreement") is made and entered into this 16th day of September 2026, by and between:

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Panama City, Florida, with a mailing address of 219 East Livingston Street, Orlando, Florida 32801 ("District"), and

CBD HOLDINGS, LLC, a Florida limited liability company, and developer of certain lands within the District, with a mailing address of 346 East Central Avenue, Winter Haven, Florida 33880, and its permitted successors and assigns ("Developer")

RECITALS

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

WHEREAS, the Developer is the developer of certain undeveloped lands located within the boundaries of the District (hereinafter, "Development"), upon which infrastructure improvements have been or will be made; and

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

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the construction of its anticipated public improvements and facilities within the Development, particularly the master infrastructure improvements, which are described in **Exhibit A** including construction, material purchase, and any design, engineering, legal, or other construction, professional, or administrative costs (collectively, "Improvements"); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary or desired improvements, the Developer desires to provide the funds necessary to enable the District to proceed with such improvements, including at any time the District lacks sufficient funds on deposit in its construction account; and

WHEREAS, the District anticipates accessing the public bond market in the future to obtain financing for the construction of the Improvements (such tax-exempt bonds, the "Bonds"), and the parties agree that, in the event that bonds are issued, the funds provided under this Agreement may be reimbursable from those bonds, subject to the terms and conditions of this Agreement and applicable law.

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

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

2. FUNDING. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with the design, engineering, and construction of the Improvements, in the amounts necessary to pay the costs of the Improvements, whether or not those amounts exceed the cost estimates set forth in the District's Master Engineer's Report, dated July 29, 2026, attached as Exhibit A, as may be amended from time to time in accordance with this Section. Developer will make such funds available on a monthly basis, within fifteen (15) days of a written request by the District, which request shall be accompanied by reasonable supporting documentation of the expenditures to be funded. The funds shall be placed in the District's construction account with such depository as determined by the District.

Developer's obligation to provide funds under this Section continues after the District issues Bonds. If at any time the funds available to the District from Bond proceeds, together with any other funds lawfully available to the District for that purpose, are insufficient to pay the costs of completing the Improvements, then Developer must fund the shortfall within fifteen (15) days of a written request by the District accompanied by reasonable supporting documentation. Developer's obligations under this Section are not limited by the cost estimates set forth in Exhibit A, by the principal amount of any Bonds issued, or by the amounts Developer has previously advanced, and continue until the Improvements are complete.

The Improvements are limited to those described in **Exhibit A**. The District must not materially change or expand the scope of the Improvements and must not amend Exhibit A in a manner that materially increases the cost of the Improvements, without Developer's prior written consent. Developer has no obligation to fund any change in scope or increase in cost made without that consent. Developer must not unreasonably withhold, condition, or delay consent to a change required by a permitting or other governmental authority having jurisdiction or by applicable law.

3. REPAYMENT. The parties agree that the funds provided by Developer pursuant to this Agreement will be properly reimbursable from proceeds of the District's issuance of tax-exempt bonds. Within forty-five (45) days of receipt from time to time of sufficient funds by the District for the financing of some or all of the Improvements, the District shall reimburse Developer, subject to and subordinate to the payment of costs of issuance, funding of required reserve accounts, and satisfaction of other bond-related obligations, until full reimbursement is made or until all funds generated by the anticipated financing are exhausted, exclusive of interest, for the funds advanced under Section 2 above; provided, however, that in the event bond counsel engaged in connection with the District's issuance of bonds providing such financing determines that any such monies advanced or expenses incurred are not properly reimbursable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to reimburse such monies advanced or expenses incurred. If the District does not or cannot issue bonds to provide the funds for the Improvements within five (5) years of the date of this Agreement, and, thus does not reimburse the Developer for the funds advanced,

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then the parties agree that such funds shall be deemed paid in lieu of taxes, fees, or assessments which might be levied or imposed by the District.

4. DEFAULT. A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages; provided, however, that no party shall exercise any remedy unless the non-defaulting party has first provided thirty (30) days' prior written notice of the default and the defaulting party has failed to cure such default within that period. Notwithstanding the foregoing, if Developer fails to provide funds when due under Section 2, the cure period is ten (10) days, and the District may, without liability to Developer, suspend work on the Improvements until Developer has funded the amount due.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. Entire Agreement. This Agreement shall constitute the final and complete expression of the agreement between the parties relating to the specific subject matter of this Agreement.

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

8. AUTHORIZATION; Sovereign Immunity. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement. Nothing herein shall be construed as a waiver of the District's sovereign immunity or limits of liability beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature, and the cap on the amount and liability of the District shall apply.

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

A. If to District: Panama City North Community Development District
219 East Livingston Street
Orlando, Florida 32801
Attn: District Manager

With a copy to: Kilinski | Van Wyk PLLC
517 East College Avenue
Tallahassee, Florida 32301
Attn: Panama City North CDD, District Counsel

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B. If to Developer: CBD Holdings, LLC
346 East Central Avenue
Winter Haven, Florida 33880
Attn: Albert S. Cassidy

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

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

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. No assignment, and no sale or transfer of all or any portion of Developer's lands within the District, relieves Developer of its obligations under this Agreement unless the District has consented to the assignment in writing and the assignee has assumed those obligations in a writing acceptable to the District.

12. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any proceeding arising under this Agreement shall be in a court of competent jurisdiction in Bay County, Florida.

13. EFFECTIVE DATE. This Agreement shall be effective after execution by all parties hereto and shall remain in effect until the earlier of (a) the date on which all obligations of the parties hereunder have been satisfied, or (b) termination by mutual written agreement of the parties; provided, however, that the Developer may not terminate this Agreement while any funded Improvements remain incomplete, and provided further, that Developer's funding obligations under Section 2 survive any termination of this Agreement and continue until the Improvements are complete.

14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Developer agrees to comply with all applicable provisions of Florida law in handling

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such records, including, but not limited, to Section 119.0701, *Florida Statutes*. Among other requirements and to the extent applicable by law, Developer shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, hereinafter defined, 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 this Agreement term and following this Agreement term, if Developer does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of this Agreement, transfer to the District, at no cost, all public records in Developer'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 Developer, Developer 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. Developer acknowledges that the designated Public Records Custodian for the District is Jill Burns.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA, LLC, 219 EAST LIVINGSTON STREET, ORLANDO, FLORIDA 32801; PHONE (407) 841-5524; JBURNS@GMSCFL.COM.

15. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

16. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute an affidavit, in a form acceptable to the District, in compliance with Section 787.06(14), *Florida Statutes*.

17. NO LIENS; WAIVER OF CLAIMS. Developer waives any lien or claim of lien against the District, the Improvements, or any other property of the District arising from funds advanced under this Agreement. Developer's sole remedy for funds advanced under this Agreement is reimbursement as and to the extent provided in Section 3.

18. SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable, the remaining provisions remain in full force and effect.

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

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

DocuSigned by:

F58AEBBCA22D4AE...

Chairperson, Board of Supervisors

CBD HOLDINGS, LLC

By: Albert S. Cassidy
Its: Manager

Exhibit A: *Panama City North Community Development District Master Engineer's Report,* dated July 29, 2026

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

MASTER ENGINEER'S REPORT

This item has been digitally signed and sealed by Christopher B. Forehand on 09/01/2026 using a Digital Signature. Printed copies of this document are not considered signed and sealed and the signature be verified on any electronic copies.

July 29, 2026

PREPARED FOR:

BOARD OF SUPERVISORS
PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT

PREPARED BY:

PANHANDLE ENGINEERING, INC.

Chritopher B. Forehand, P.E.
FL Registration # 58028

PANAMA CITY NORTH COMMUNITY DEVELOPMENT DISTRICT
MASTER ENGINEER'S REPORT

1. INTRODUCTION

The purpose of this report is to provide a description of the initial Capital Improvement Plan ("**CIP**"), and estimated costs of the CIP, for the Panama City North Community Development District (the "**District**" or "**CDD**"). The District plans to design, permit, finance, acquire, and/or construct, operate, and maintain all or part of certain infrastructure necessary for community development within the District.

The District was established pursuant to Ordinance No. 3305 adopted by the City Commission of the City of Panama City, Florida ("**City**"), on June 9, 2026. The developer is SE Land Dev, LLC (the "**Developer**").

2. GENERAL SITE DESCRIPTION

The District is located entirely within the City, and covers approximately 1,219.450 acres of land, more or less. **Exhibit A** is a metes and bounds legal description of the District's boundaries. The District is generally located east of Amber Way, west of Majette Tower Road, and southeast of U.S. 231. A Vicinity Map is included as **Exhibit B**. The project and surrounding areas, land use, and zoning classifications are depicted in **Exhibit C**.

3. PROPOSED CAPITAL IMPROVEMENT PLAN

The CIP is intended to provide public infrastructure improvements for the lands within the District, which are planned for 1,800 residential units. The proposed site plan for the District is attached as **Exhibit D**. The following tables show the planned product types and land uses for the District:

PRODUCT TYPES

Product Type	Total Units
Single Family – 40'	900
Single Family – 50'	900
TOTAL	1,800

LAND USE

Land Use	Acreage
Lot Development	218.07
Roads	91.29
Common Areas	22.00
Stormwater Ponds	99.73
Open Space	753.35
TOTAL	1,219.450 +/-

The CIP infrastructure includes the following:

Roadway Improvements

The CIP includes the construction of subdivision roads within the District. Generally, roads internal to the District will be two-lane, undivided roads. The construction of such roads includes the roadway asphalt, base, and subgrade, roadway curb and gutter, striping, signage and sidewalks. All roads will be designed in accordance with City standards (for roadways that are not conveyed to the City) and all roadway improvements financed by the District will be available for use by the general public.

Stormwater Management System

The stormwater collection and outfall system are a combination of roadway curbs, curb inlets, pipe, control structures and open ponds designed to treat and attenuate stormwater runoff from District lands. The stormwater system within the District discharges to on-site retention and detention facilities in accordance with Northwest Florida Water Management District ("**NWFWMD**"), and City requirements. The stormwater system will be designed consistent with the criteria established by the NWFWMD and City of Panama City for stormwater/floodplain management systems. The District will finance, own, operate and maintain the stormwater system, including inlets and storm sewer systems throughout the District.

Water and Wastewater Utilities

As part of the CIP, the District intends to construct and/or acquire water and wastewater infrastructure. In particular, the on-site water supply improvements include water mains that will be located within rights-of-way or dedicated utility easements and used for potable water service and fire protection. This also includes the connection of newly constructed utilities to existing off-site water and wastewater utility lines. The water distribution and wastewater collection systems for all phases will be completed by the District and dedicated to the City for operation and maintenance. Significant offsite utilities and onsite plant utilities will be required and will be dedicated to the City when complete.

Hardscape, Landscape, and Irrigation

The District will construct and/or install landscaping and hardscaping within District common areas and rights-of-way. The hardscaping will consist of entry features and landscaping. All such landscaping and hardscaping will be owned, maintained, and funded by the District. Additionally, the District intends to construct an irrigation system for the development that will provide a lower-cost alternative to potable water for District landowners. The system may also provide water for the common areas, pond side slopes, etc. Installation, operation, and maintenance of any irrigation system will be the responsibility of the District.

Undergrounding of Electrical Utility Lines

The CIP includes the undergrounding of electrical utility conduit within right-of-way and utility easements. The electrical lines and transformers installed in such conduit will be owned, operated, and maintained by Gulf Coast Electric Cooperative ("**GCEC**"), and the District's funding obligation is limited to the installation of conduit only.

Recreational Amenities

In conjunction with the CIP, the District intends to construct amenity facilities including a pool with restrooms, tot lot, dog park, a picnic pavilion, walking trails, and other passive recreational park areas or similar facilities. These improvements will be funded, owned and maintained by the District.

The Developer may also privately construct and finance other amenity facilities at the Developer's sole expense, which facilities shall not be funded by the District. All District-funded improvements and any privately-funded improvements that are dedicated to the District will be considered common elements for the benefit of the District landowners.

Off-Site Improvements

Off-site improvements will consist of roadway and utility extensions to serve the District. The following off-site improvements are proposed for construction by the District:

- Activation of 16" City Forcemain (wastewater)
- Water Booster Pump Station (on-site) (water)
- Roadway Improvements are To Be Determined

Environmental Conservation/Mitigation

The District will be responsible for the design, permitting, construction, maintenance, and government reporting of any on-site environmental conservation areas required by governmental permits or approvals. The initial installation costs are estimated to be minimal, but the improvements are included within the CIP and may be subject to adjustment based on final permit requirements.

Professional Services

The CIP includes various professional services. These include: (i) engineering, surveying, architectural, and legal fees associated with implementation of the CIP, and (ii) permitting and plan review costs that are required for the design, permitting, construction, and maintenance of the public improvements and community facilities.

As noted, the CIP functions as a system of improvements benefitting all lands within the District.

4. PERMITTING

The status of the applicable permits necessary for the CIP is as follows:

Agency	Permit Description	Permit Status
City of Panama City	Development Orders	Under Design
Bay County	Right of Way/Transportation Permit	Under Design
FDOT	Right of Way/Transportation Permit	Under Design
FDEP	Water and Wastewater Permitting	Under Design
NWFWMD	ERP Permit	Under Design

5. OPINION OF PROBABLE CONSTRUCTION COSTS

The table below presents, among other things, the cost estimate for the CIP. It is our professional opinion that the costs set forth in the table below are reasonable and consistent with market pricing.

Cost Estimate for District Facilities

Improvement	Estimated Costs	Construction Entity	Operation and Maintenance Entity
Stormwater Management System	$35,500,000.00	CDD	CDD
Roadways (Internal)	$12,500,000.00	CDD	CDD
Water & Wastewater Systems	$26,500,000.00	CDD	City
Undergrounding of Electrical Conduit	$3,500,000.00	CDD	GCEC
Hardscape, Landscape, & Irrigation	$1,000,000.00	CDD	CDD
Amenities, Parks, & Recreation	$4,000,000.00	CDD	CDD
Conservation & Mitigation Areas	$4,000,000.00	CDD	CDD
Off-Site Roadway Improvements	$1,000,000.00	CDD	County
Off-Site Utility Improvements	$8,150,000.00	CDD	City
Professional Services	$9,000,000.00	N/A	N/A
Contingency (15%)	$15,772,500.00	N/A	N/A
Total	$120,922,500.00		

*The probable costs estimated herein are subject to change and do not include bond issuance costs, capitalized interest, debt service reserve funds, or other financing costs that may be incurred by the District. All cost estimates are based on current market conditions as of the date of this Report and may require adjustment based on actual conditions at the time of construction, changes in regulatory requirements, or unforeseen site conditions.

6. CONCLUSION

The CIP will be designed in accordance with current governmental regulations and requirements. The CIP will serve its intended function so long as the construction is in substantial compliance with the design. It is further our opinion that:

- the estimated cost of the CIP as set forth herein is reasonable based on prices currently being experienced in the jurisdiction in which the District is located, and is not greater than the lesser of the actual cost of construction or the fair market value of such infrastructure;

- all of the improvements comprising the CIP are necessitated by and reasonably required to serve the development within the District as contemplated by applicable development approvals and local government comprehensive plans;

- the CIP is feasible to construct, there are no technical reasons existing at this time that would prevent the implementation of the CIP, and it is reasonable to assume that all necessary regulatory approvals will be obtained in due course; and

- the assessable property within the District will receive a special benefit from the CIP that is at least equal to the costs of the CIP.

As described above, this report identifies the benefits from the CIP to the lands within the District. The general public, property owners, and property outside the District will benefit from the provisions of the District's CIP; however, these are incidental to the District's CIP, which is designed solely to provide special benefits peculiar to property within the District. Special and peculiar benefits accrue to property within the District and enable properties within its boundaries to be developed.

The CIP will be owned by the District or, upon dedication and acceptance, by other governmental units, and such CIP is intended to be available and will reasonably be available for use by the general public (either by being part of a system of improvements that is available to the general public or is otherwise available to the general public) including nonresidents of the District. All of the CIP is or will be located on lands owned or to be owned by the District or another governmental entity or on perpetual easements or rights-of-way dedicated to and in favor of the District or other governmental entity with authority to own and maintain such improvements. The CIP, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. The District will pay the lesser of the cost of the components of the CIP or the fair market value.

Please note that the CIP as presented herein is based on current plans and market conditions which are subject to change. Accordingly, the CIP, as used herein, refers to sufficient public infrastructure of the kinds described herein (i.e., stormwater/floodplain management, sanitary sewer, potable water, etc.) to support the development and sale of the planned residential units in the District, which (subject to true-up determinations) number and type of units may be changed with the development of the site. Stated differently, during development and implementation of the public infrastructure improvements as described for the District, it may be necessary to make modifications and/or deviations to the plans, provided such modifications comply with all applicable governmental regulations and approvals, and the District expressly reserves the right to do so subject to these conditions.

Christopher Forehand, P.E.
Florida License No. 58028
Date _____
[SEAL]

EXHIBIT A: Legal Descriptions of the District
EXHIBIT B: Vicinity Map
EXHIBIT C: Land Use Map
EXHIBIT D: Proposed Site Plan

EXHIBIT A- LEGAL DESCRIPTION

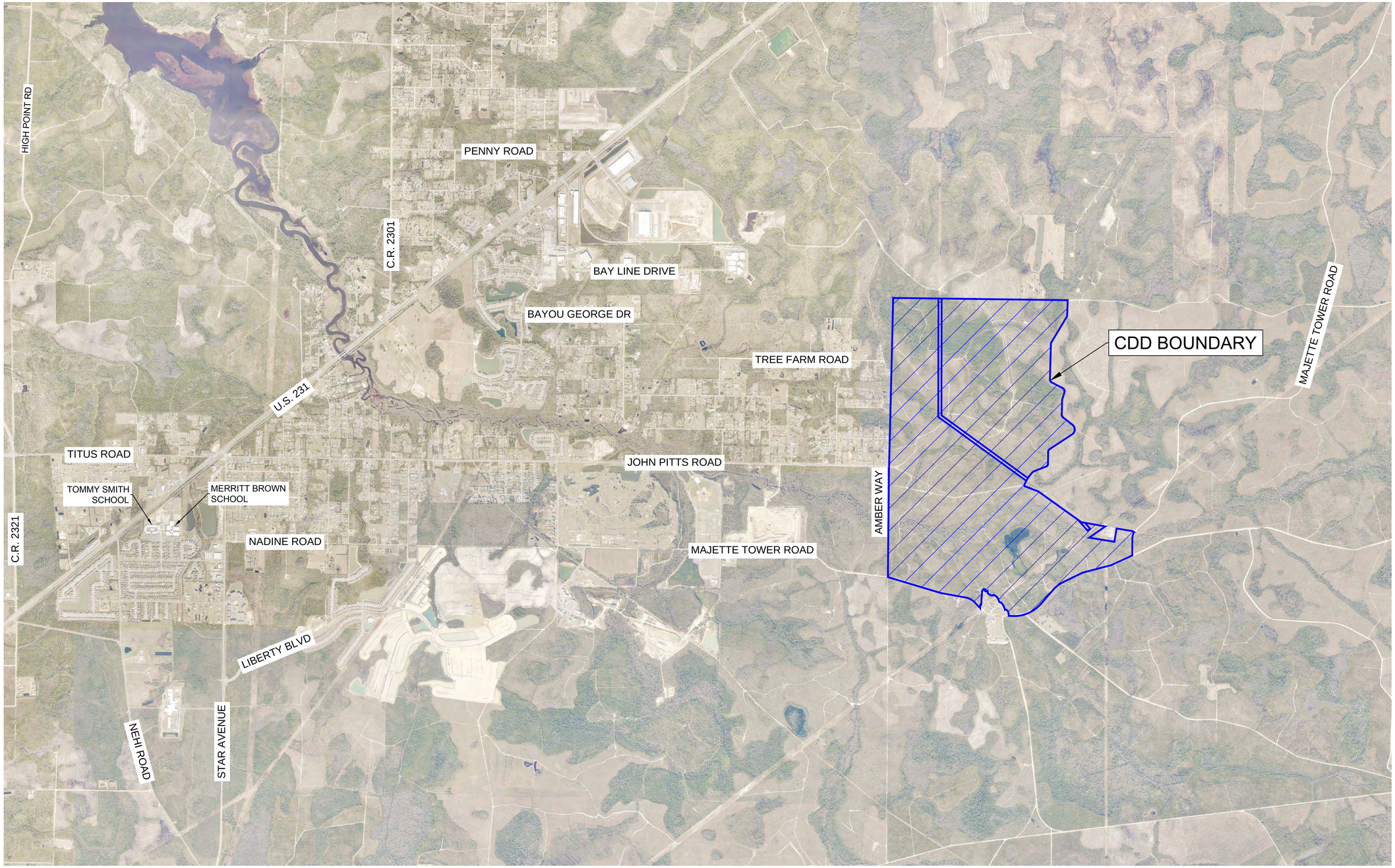
DESCRIPTION: A parcel of land lying in Section 5, 6, 7, and 8, Township 3 South, Range 12 West, Bay County, Florida, and being more particularly described as follows:

BEGIN at the Southwest Corner of Section 6, Township 3 South, Range 12 West; thence along the West Boundary of said Section 6, N.01°29'01"E., a distance of 2678.04 feet; thence N.01°21'09"E., a distance of 2679.28 feet to the Northwest Corner of said Section 6; thence along said North Boundary thereof, S.89°15'24"E., a distance of 5389.18 feet to the Northeast Corner of said Section 6, also being the Northwest Corner of Section 5; thence along the North Boundary of said Section 5, S.89°15'15"E., a distance of 160.37 feet; thence leaving said Boundary, S.02°09'54"W., a distance of 509.09 feet; thence S.31°01'01"W., a distance of 998.01 feet; thence S.01°35'00"W., a distance of 1155.58 feet; thence Southeasterly, 116.99 feet along the arc of a non-tangent curve to the left having a radius of 104.96 feet and a central angle of 63°51'46" (chord bearing S.30°25'37"E., 111.02 feet); thence S.62°21'56"E., a distance of 388.53 feet; thence Southeasterly, 172.04 feet along the arc of a non-tangent curve to the right having a radius of 122.87 feet and a central angle of 80°13'37" (chord bearing S.22°14'56"E., 158.33 feet); thence S.17°49'38"W., a distance of 231.04 feet; thence S.01°53'33"W., a distance of 475.40 feet; thence Southeasterly, 106.30 feet along the arc of a tangent curve to the left having a radius of 113.22 feet and a central angle of 53°47'40" (chord bearing S.25°00'15"E., 102.44 feet); thence S.51°54'05"E., a distance of 382.85 feet; thence Southerly, 352.52 feet along the arc of a non-tangent curve to the right having a radius of 185.99 feet and a central angle of 108°35'46" (chord bearing S.02°23'18"W., 302.07 feet); thence S.56°40'58"W., a distance of 854.71 feet; thence Southwesterly, 103.57 feet along the arc of a non-tangent curve to the left having a radius of 106.42 feet and a central angle of 55°45'43" (chord bearing S.28°47'14"W., 99.53 feet); thence S.00°55'03"W., a distance of 380.81 feet; thence Southwesterly, 119.84 feet along the arc of a non-tangent curve to the right having a radius of 100.33 feet and a central angle of 68°26'15" (chord bearing S.35°07'12"W., 112.84 feet); thence S.69°22'14"W., a distance of 388.99 feet; thence Southwesterly, 80.77 feet along the arc of a non-tangent curve to the left having a radius of 175.76 feet and a central angle of 26°19'48" (chord bearing S.56°16'37"W., 80.06 feet); thence Southwesterly, 508.67 feet along the arc of a non-tangent curve to the left having a radius of 1298.99 feet and a central angle of 22°26'11" (chord bearing S.31°45'17"W., 505.43 feet); thence S.68°52'28"E., a distance of 484.27 feet; thence S.54°26'36"E., a distance of 1681.56 feet; thence S.79°40'31"E., a distance of 774.94 feet to the Northwest Corner of the Lands described in Official Records Book 2905, Page 589, inclusive of the public records of Bay County, Florida; thence along said West Boundary, S.55°09'05"W., a distance of 620.89 feet to the Southwest Corner of said lands; thence along said South Boundary, S.80°43'06"E., a distance of 810.61 feet to the Southeast Corner thereof; thence along said East Boundary, N.09°16'54"E., a distance of 428.69 feet to the Northeast Corner thereof; thence leaving said Boundary, S.80°21'56"E., a distance of 576.03 feet; thence Southerly, 243.78 feet along the arc of a non-tangent curve to the left having a radius of 436.62 feet and a central angle of

31°59'27" (chord bearing S.15°57'00"W., 240.63 feet); thence S.00°07'54"W., a distance of 529.94 feet; thence S.65°02'35"W., a distance of 735.13 feet; thence S.75°23'03"W., a distance of 940.26 feet; thence S.64°04'04"W., a distance of 700.04 feet; thence Southwesterly, 381.05 feet along the arc of a non-tangent curve to the left having a radius of 859.47 feet and a central angle of 25°24'09" (chord bearing S.52°36'20"W., 377.94 feet); thence S.41°08'37"W., a distance of 607.37 feet; thence Southwesterly, 1018.97 feet along the arc of a non-tangent curve to the right having a radius of 1137.27 feet and a central angle of 51°20'09" (chord bearing S.66°48'23"W., 985.23 feet); thence N.87°32'22"W., a distance of 116.86 feet to the Southerly extension of the lands described in Official Records Book 1559, Page 834, inclusive of the public records of Bay County, Florida; thence along said Southerly extension and Boundary thereof, N.01°52'47"W., a distance of 82.89 feet; thence N.23°41'17"W., a distance of 91.16 feet; thence N.54°02'59"W., a distance of 56.95 feet; thence S.75°03'03"W., a distance of 34.02 feet; thence N.08°07'32"W., a distance of 31.06 feet; thence N.26°49'54"W., a distance of 63.40 feet; thence N.16°53'02"W., a distance of 51.92 feet; thence N.37°17'30"W., a distance of 114.50 feet; thence N.67°23'32"W., a distance of 72.42 feet; thence N.22°20'18"W., a distance of 160.72 feet; thence N.54°27'53"W., a distance of 65.24 feet; thence N.59°39'42"W., a distance of 56.75 feet; thence N.83°07'18"W., a distance of 20.28 feet; thence S.71°15'00"W., a distance of 52.90 feet; thence N.71°55'25"W., a distance of 52.70 feet; thence N.60°56'50"W., a distance of 51.28 feet; thence N.48°33'23"W., a distance of 48.47 feet; thence N.01°06'38"W., a distance of 39.48 feet; thence N.17°46'23"W., a distance of 38.01 feet; thence S.73°29'39"W., a distance of 58.76 feet; thence N.47°01'42"W., a distance of 28.30 feet; thence N.04°35'11"W., a distance of 52.38 feet; thence N.87°27'20"W., a distance of 39.54 feet; thence S.33°39'17"W., a distance of 75.21 feet; thence S.78°46'24"W., a distance of 5.95 feet; thence S.03°37'14"W., a distance of 437.57 feet; thence leaving said Boundary of the lands described in Official Records Book 1559, Page 834, N.89°22'58"W., a distance of 31.95 feet;, S.00°37'02"W., a distance of 104.65 feet; thence N.43°36'13"W., a distance of 250.84 feet; thence Northwesterly, 334.49 feet along the arc of a tangent curve to the left having a radius of 528.65 feet and a central angle of 36°15'10" (chord bearing N.61°43'50"W., 328.94 feet); thence N.79°51'21"W., a distance of 796.67 feet; thence N.73°13'02"W., a distance of 1747.14 feet to the West Boundary of Section 7, Township 3 South, Range 12 West; thence along said West Boundary, N.00°21'06"E., a distance of 3529.34 feet to the **POINT OF BEGINNING.**

Containing 1219.450 acres, more or less.

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 1,500'

0 750' 1,500' 3,000'

SCALE: 1" = 1,500'

1909.04 GENERAL LOCATION MAP COMMUNITY DEVELOPMENT DISTRICT GENERAL LOCATION MAP Sheet EXHIBIT 1

REV	DATE	BY	REVISIONS

NOT RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	JDC
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	FEBRUARY 2026
ACAD FILE NAME:	1909.04loc map.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS ● CIVIL ENGINEERS ● LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

VICINITY MAP
PANAMA CITY NORTH
COMMUNITY DEVELOPMENT DISTRICT
PANAMA CITY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

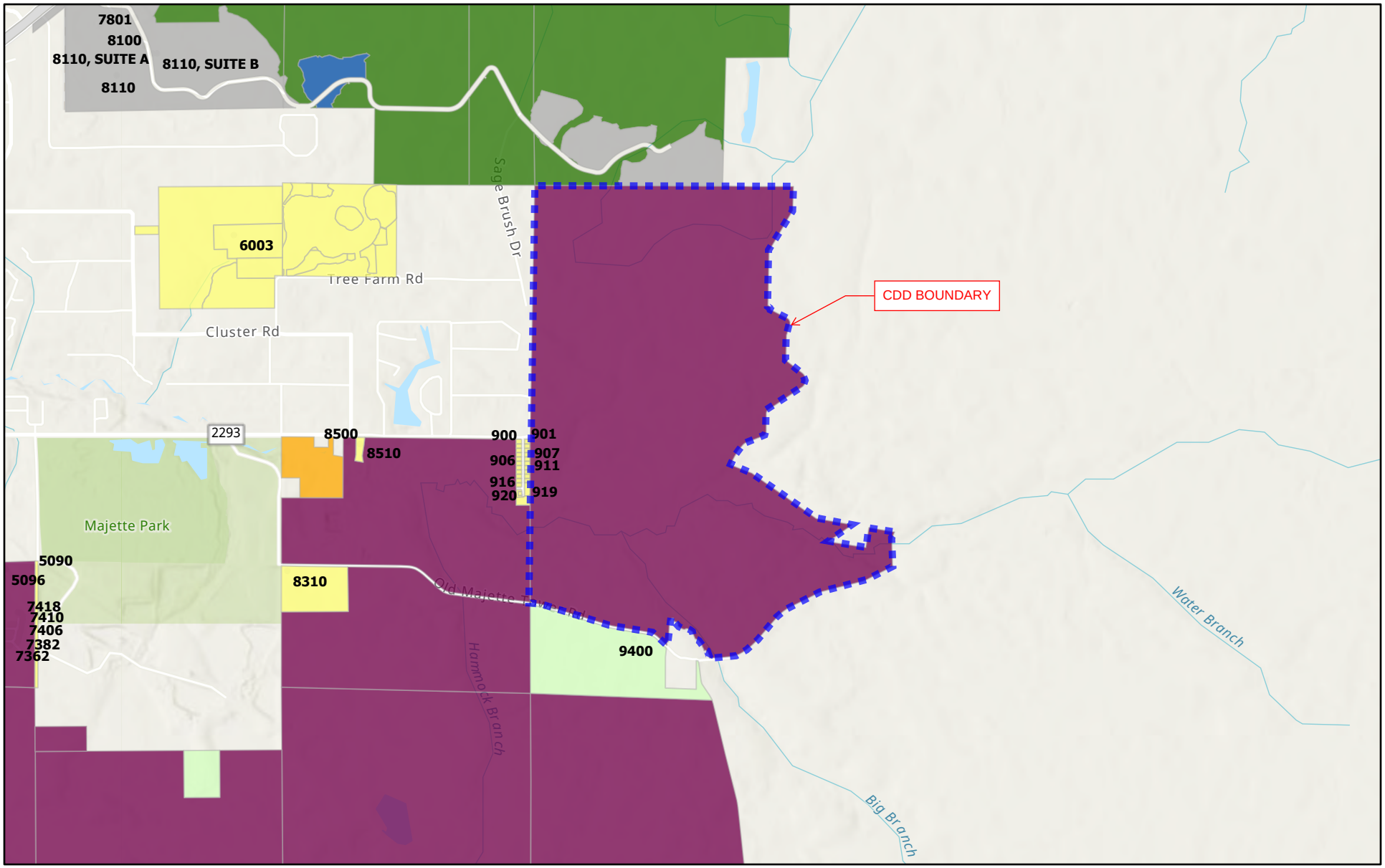
SHEET NUMBER
EXHIBIT B

PROJECT NUMBER
1909.04

Date: 2/5/2026 8:42 AM File: P:\1909.04 Shelton CDD\1 CIVIL 3D\Folder\Drawings\1909.04loc map.dwg

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EXHIBIT C - LAND USE MAP
ArcGIS Web Map



7/8/2026, 8:24:29 AM

Addresses_CPC

Future Land Use

- City Neighborhood Planning Area
- Residential
- Urban Residential
- Residential Vested
- Mixed Use
- General Commercial
- Downtown District
- Urban Community
- East Robinson Bayou
- Industry
- Public/Institutional
- Recreation
- Preservation
- Silviculture
- Lake
- Ditch
- Water
- Bay

World_Hillshade

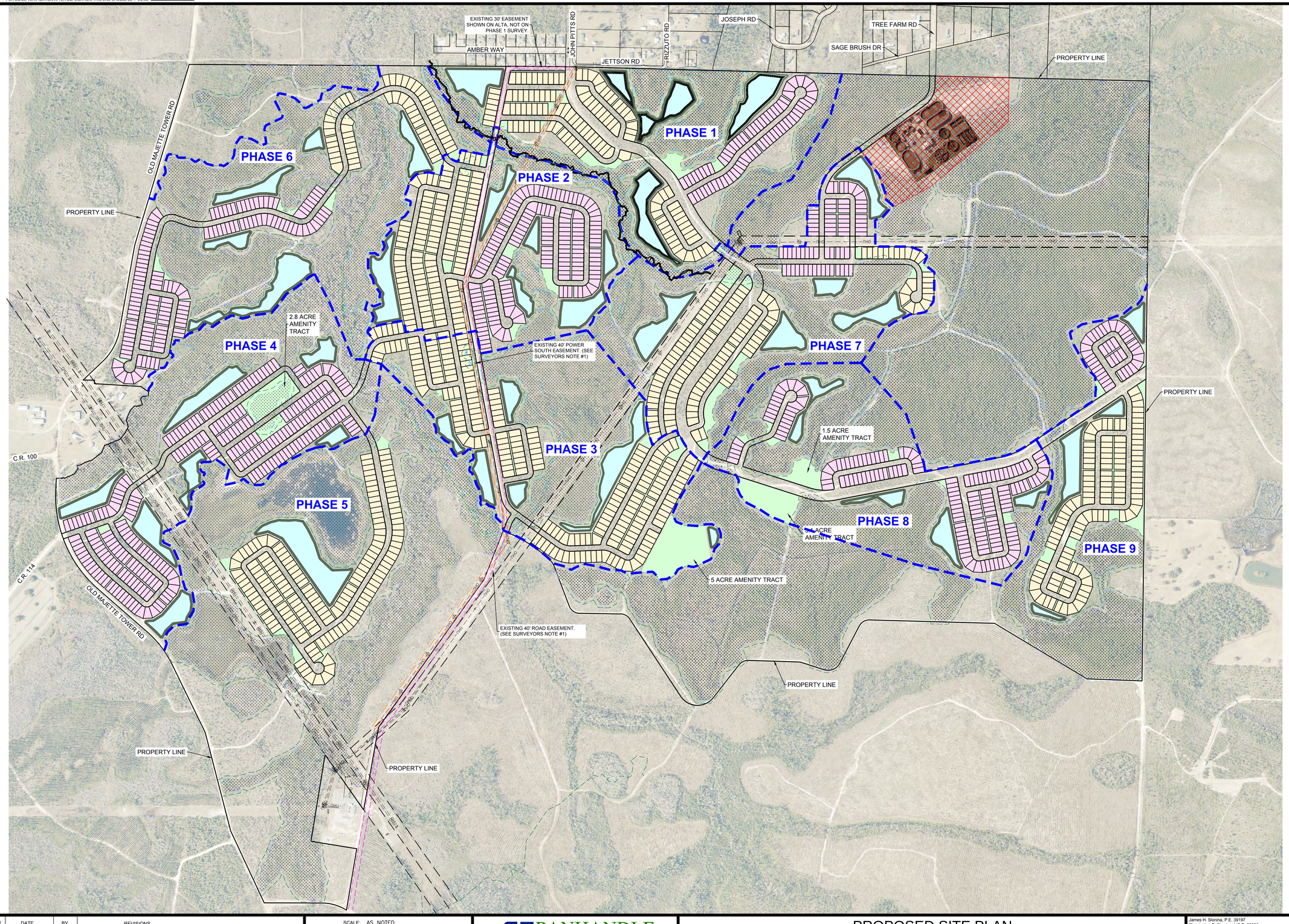
1:40,811

0 0.3 0.6 1.2 mi

0 0.5 1 2 km

Development Services and City of Panama City GIS, Developement Services and City of Panama City GIS, Sources: Esri, TomTom, Garmin, FAO, NOAA,

FOR SCALE VERIFICATION AFTER DUPLICATION, THIS LINE SHOULD BE 1" LONG



SCALE: 1" = 400'

0' 200' 400' 800'

SCALE: 1" = 400'

PREPARED WITHOUT BENEFIT OF TOPO OR BOUNDARY SURVEY AND SOIL PERCOLATION TEST. THEREFORE SITE LAYOUT & STORMWATER BASIN SIZING IS PRELIMINARY.

ZONED:
PLANNED UNIT DEVELOPMENT (PUD)

FUTURE LAND USE:
URBAN COMMUNITY (PC)

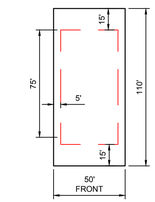
BUILDING SETBACKS:
FRONT: 15'
FRONT FUNCTIONING AS A SIDE: 15'
SIDE: 5'
REAR: 15'

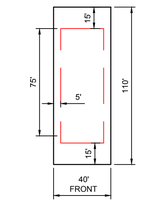
LOT LEGEND

DENOTES 50' WIDE LOTS

DENOTES 40' WIDE LOTS

50' WIDE LOTS = 900
40' WIDE LOTS = 900
NUMBER OF LOTS SHOWN = 1,800





TYPICAL LOT LAYOUT DETAILS
SCALE: 1" = 50'

LOT DATA TABLE			
PHASE	40' LOTS	50' LOTS	TOTAL LOTS
1	70	112	182
2	159	129	288
3	0	209	195
4	266	0	192
5	0	155	196
6	138	57	203
7	68	124	231
8	160	0	160
9	39	114	153
TOTAL	900	900	1800

SURVEYOR'S NOTE (GEOPOINT)

1. MULTIPLE EASEMENTS SHOWN HEREON WERE MOVED TO MATCH THE INTENT OF THE WRITTEN EASEMENT. INGRESS/EGRESS EASEMENTS WERE MOVED TO THE CENTERLINE OF DIRT ROADS AND POWERLINE EASEMENTS WERE MOVED TO THE CENTER OF EACH POWERLINE. HOWEVER THESE LOCATIONS DO NOT MATCH THE WRITTEN DEEDS OF RECORD IS IS THE UNDERSIGN'S OPINION THAT THESE WERE THE INTENDED LOCATIONS.

REV	DATE	BY	REVISIONS
NOT			RELEASED FOR CONSTRUCTION BY: DATE:

SCALE:	AS NOTED
DESIGNED BY:	CBF
DRAWN BY:	JAH
REVIEWED BY:	JDC
ISSUE DATE:	JUNE 2026
ACAD FILE NAME:	1909.13 master.dwg

PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-5200 www.panhandleengineering.com

PROPOSED SITE PLAN
SHELTON PARCEL DEVELOPMENT
BAY COUNTY, FLORIDA

James H. Slonina, P.E. 39197
Christopher B. Forehand, P.E. 58028
J. Doug Crook, P.E. 66556
William B. Thompson, P.E. 95046
Tyler L. Robinson, P.E. 99377
Sethin B. Simmons, P.E. 101068

DPR CERTIFICATION #EB-7806

SHEET NUMBER
EXHIBIT D

PROJECT NUMBER
1909.13

1909.13 MASTER SITE LAYOUT DEVELOPMENT MASTER SITE LAYOUT Sheet 1

Date: 6/30/2026 8:33 AM File: P:\1909.13 Shelton Master Planning\1 CIVIL\3DFolder\Drawings\1909.13 master.dwg

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SECTION VIII

Work Authorization #1

Panama City North Community Development District
City of Panama City, Bay County, Florida

Subject: **Work Authorization Number 1**
Panama City North Community Development District

Dear Chairperson, Board of Supervisors:

Chris Forehand, P.E. of Panhandle Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Panama City North Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated July 29, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work

Engineer has provided professional engineering services regarding *Shelton Parcel Onsite and Offsite Utility Mains (FE File #1909.07)*, in the amount of *Two Hundred Forty Eight Thousand Six Hundred Fifty Four Dollars and 00/Cents* ($248,654.00) (the "Total Costs"), as identified in the proposal dated April 7, 2026, and attached to this Work Authorization #1 as Exhibit A (the "Services").

II. Fees

A portion of the Total Costs of the Services has previously been paid prior to the establishment of the District. Any amounts remaining outstanding from the date of the District's organizational meeting on July 29, 2026, will be compensated by the District in a flat fee amount of $39,000.70 ($_____), inclusive of all effort, expenses, and costs to complete the work described herein.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Panama City North Community Development District

By: Andrew Rhinehart
Authorized Representative

Date: 9/21/26

Sincerely,

Panhandle Engineering, Inc., a Florida corporation

By: _____
Authorized Representative

Date: 9/9/26

EXHIBIT A TO WORK AUTHORIZATION #1

PANHANDLE ENGINEERING, INC.

Customer Ledgers

For the Period From Jan 1, 2016 to Dec 31, 2026

Filter Criteria includes: 1) IDs from 2-1909.07 to 2-1909.07. Report order is by Name. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance	Pai
2-1909.07	4/30/26	1909.07-01	SJ	33,830.35		33,830.35	*
PANAMA CITY NORTH CD	5/31/26	1909.07-02	SJ	43,273.80		77,104.15	*
	6/4/26	1909.07-03	SJ	18,500.00		95,604.15	*
	6/30/26	1909.07-04	SJ	35,386.90		130,991.05	*
	7/15/26	1029	CRJ		18,500.00	112,491.05	
	7/28/26	ACH072726	CRJ		43,273.80	69,217.25	
	7/29/26	ACH07292026	CRJ		33,830.35	35,386.90	
	✓7/31/26	1909.07-05	SJ	✓ 16,330.35		51,717.25	
	8/28/26	ACH08282026-SE	CRJ		35,386.90	16,330.35	
	✓ 8/31/26	1909.07-06	SJ	✓ 23,330.35		39,660.70	
Report Total				170,651.75	130,991.05	✓ 39,660.70	

PANHANDLE ENGINEERING

April 7, 2026

Mr. Andrew Rhinehart
Oakley Rhinehart Cassidy, LLC
346 E Central Ave
Winter Haven, FL 33880

RE: **Shelton Parcel**
Onsite and Offsite Utility Mains Proposal
PE File #1909.07

Dear Mr. Rhinehart:

Panhandle Engineering, Inc. (PE) is pleased to provide this proposal for professional services.

As you know, we recently met with the County and Panama City Staff on securing potable water and wastewater services for your Shelton Parcel Development via the City Developer Agreement. The current approved method on how to receive potable water for the Shelton Parcel is through connecting to the existing 16-inch potable water main at the Port Authority Industrial Park located just northwest of your development. We plan to utilize the currently dry/inactive portion of the 16 and 12-inch water line on the Port Authority property as it passes through your development's property. The major task with securing this source of potable water is determining the current condition of the existing 16 and 12-inch dry water main leaving the Port Authority through the Shelton Parcel and then reconnecting to the active 16-inch water line with approximately 3,705 LF of new water main. The County and City have committed to obtaining the required easements though the Port and Fed Ex Property as necessary to make the connection. Also included is a re-route of approximately 3,910 LF of 12" watermain and 10" force main through Phase I.

This proposal includes the design and permitting. A detailed scope of work labeled as **Exhibit A** is attached and details our scope of services and associated fees. If this proposal is acceptable to you, please sign the attached PSA and return a copy for our files. If you have any questions, please give me a call. We look forward to working with you on this important project and thank you for the opportunity to continue to be of service to you and your partners.

Respectfully submitted,
PANHANDLE ENGINEERING, INC.

Chris Forehand, P.E.
President

Cc: Mr. Doug Crook, P.E., LEED AP, Vice President
Mr. Sethin Simmons, P.E., Associate, Sr. Project Manager

PANHANDLE ENGINEERING

EXHIBIT A

SHELTON PARCEL
ONSITE AND OFFSITE UTILITY MAINS
SCOPE OF SERVICES
PE FILE NO. 1909.07
MARCH 2026

DESCRIPTION OF ENGINEER'S SERVICES

A. **Preliminary Design Services / Coordination/Meetings**
PE will meet with City Staff to review the design criteria for the water and sewer transmission mains. PE will meet with the client and Bay County, Panama City, and the Port Authority as required throughout the design and permitting process.

B. **Design Services**
PE shall design the proposed 3,705 LF of new 16-inch potable water main connecting the active line located inside the Panama City Port Authority traveling east to reconnect to the existing 16 and 12-inch dry/inactive potable water main. This very same dry line travels through your Shelton Development property and will act as the main source of potable water. The design also includes re-routing approximately 3,910 LF of the existing 12" watermain and 10" force main in Phase I.

The mains shall be designed using PVC and fusible PVC where applicable in an effort to receive competitive pricing on materials. PE shall also provide all wetland permitting plans for temporary impacts. A preliminary pre-design opinion of probable construction costs is provided in **Exhibit B**.

C. **Permitting Services**
PE shall obtain the FDEP Water and Wastewater Construction Permits and City of Panama City Utility Approval. PE will submit all plans to Bay County Utility Services Department for review and approval since they will sign the FDEP Water Permit Application.

D. **Surveying Services**
Panhandle Engineering will sub-contract with **GeoPoint Survey** to provide the necessary route survey and subsurface utility exploration (SUE). See attached proposal.

E. **Geotechnical Engineering**
Panhandle Engineering will sub-contract with **Magnum Engineering,** Inc. to provide the necessary geotechnical information to support the design of the proposed roadways, and stormwater management facilities. Magnum Engineering will perform borings to determine soil properties and establish the water table elevations as required to support the utility design.

Summary of Fees

1.	Engineering/Permitting (6.9% of Estimated Cost)	$108,869.00
2.	Survey Services	$77,500.00
3.	Geotechnical Engineering	$4,500.00
4.	Bidding	$5,000.00
5	Services During Construction	$52,785.00
	Subtotal =	**$248,654.00**

ITEMS NOT INCLUDED

1. Agency Permit Application Fees
2. Hydraulic Modeling
3. Wetland Permitting
4. Bidding
5. Environmental Services for Wetland Permitting
6. Other Services Not Described Specifically Above
7. Construction Administration/Inspection/Certifications

PANHANDLE ENGINEERING

EXHIBIT B

Pre-Design Opinion of Probable Construction Cost
for
Shelton Parcel Development Onsite and Offsite Utility Main

Project No. 1909.07

Item	Description	Units	Qnty	Unit Price	Total
A.	**GENERAL CONSTRUCTION COST**				
1	Mobilization & Demobilization (2%)	LS	1	$20,050.00	$20,050.00
2	General Conditions/Overhead Profit (10%)	LS	1	$100,210.00	$100,210.00
3	Bonds & Insurance (2.5%)	LS	1	$25,060.00	$25,060.00
	GENERAL CONSTRUCTION COST SUBTOTAL =				**$145,320.00**
B.	**WATER SYSTEM IMPROVEMENTS**				
1	16-Inch PVC Water Main	LF	3,705	$60.00	$222,300.00
2	16-inch Gate Valves	EA	2	$8,500.00	$17,000.00
3	16-Inch Water Main Tie Ins	LS	2	$12,500.00	$25,000.00
4	12-Inch PVC Water Main	LF	3,910	$55.00	$215,050.00
5	12-inch Gate Valves	EA	2	$3,500.00	$7,000.00
6	12-Inch Water Main Tie Ins	LS	2	$10,000.00	$20,000.00
7	Flowable Fill Existing Abandoned 12-inch Dry-Line	CY	145	$200.00	$29,000.00
8	Fire Hydrant Assembly	EA	16	$8,500.00	$136,000.00
9	Fittings & Appurtenances (20% of Pipe Cost)	LS	1	$87,470.00	$87,470.00
10	Seed and Mulch (Water & Sewer Main Routes)	SY	13,938	$2.00	$27,875.56
	WATER SYSTEM IMPROVEMENTS SUBTOTAL =				**$786,695.56**
C.	**WASTEWATER SYSTEM IMPROVEMENTS**				
1	10-Inch PVC Sewer Force Main	LF	3,910	$40.00	$156,400.00
2	10-inch Gate Valves	EA	2	$3,000.00	$6,000.00
3	Flowable Fill Existing Abandoned 10-inch Dry-Line	CY	121	$180.00	$21,723.00
4	Fittings & Appurtenances (20% of Pipe Cost)	LS	1	$31,280.00	$31,280.00
	WASTEWATER SYSTEM IMPROVEMENTS SUBTOTAL =				**$215,403.00**
	Construction Cost (Sections A, B, & C) Subtotal =				**$1,147,418.56**
	Construction Contingency (15%) =				**$172,200.00**
	PRE-DESIGN OPINION OF ESTIMATED CONSTRUCTION COST =				***$1,319,618.56***

Site Survey (Includes GPR) =	$77,500.00
Geotech =	$4,500.00
Bidding =	$5,000.00
Engineering/Design For Sections A thru C (8.25%) =	$108,869.00
Construction Inspection For Section A thru C (4%) =	$52,785.00
Soft Cost Subtotal =	**$248,654.00**

Total Project Cost = $1,568,272.56

GeoPoint Surveying, Inc.

~~**March 11, 2026**~~
March 26, 2026

Panhandle Engineering
600 Ohio Avenue
Lynn Have, Florida 32444

Attn: Sethin Simmons

RE: Shelton Property, Offsite Water

Dear Mr. Simmons,

Thank you for selecting GeoPoint Surveying, Inc. to provide Survey services for the above-referenced project. Our services under this proposal, which will turn into a binding contract upon your signature **"Contract"**, are as follows:

Scope of Services:

A Sunshine 811 dig ticket will be acquired to determine the utility agencies/owners (UA/Os) within the project limits and have utilities marked 48 hours prior to vacuum excavation. An investigation of the available utility records, as-builts, and atlas maps will be performed to support the utility locating efforts.

Ground Penetrating Radar (GPR) Investigation-Quality Level B

Ground penetrating radar technologies will be employed to investigate the presence of non-toneable subsurface anomalies consistent with utility infrastructure as shown on the provided map. GeoPoint will provide paint markings and/or flags on the ground to show the approximate horizontal position of the utilities.

213 Hobbs Street, Tampa, Florida 33619
Tel: (813)248-8888
www.geopointsurvey.com

GeoPoint Surveying, Inc.

~~**March 11, 2026**~~
March 26, 2026

Panhandle Engineering
600 Ohio Avenue
Lynn Have, Florida 32444

Attn: Sethin Simmons

RE: Shelton Property, Offsite Water

Dear Mr. Simmons,

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Ground Penetrating Radar (GPR) Investigation-Quality Level B

Ground penetrating radar technologies will be employed to investigate the presence of non-toneable subsurface anomalies consistent with utility infrastructure as shown on the provided map. GeoPoint will provide paint markings and/or flags on the ground to show the approximate horizontal position of the utilities.

Electronic Designating-Quality Level B

GeoPoint will utilize electromagnetic equipment to detect and designate toneable utility infrastructure as shown on the provided map. GeoPoint will provide paint markings and/or flags on the ground to show the approximate horizontal position of the utilities.

Vacuum Excavation-Quality Level A

GeoPoint will perform vacuum excavations on the water main as shown on the provided map. The results shall depict the utility's type, size, material, and depth of cover. The utilities will be exposed up to eight feet deep. An air lance will be used to probe and attempt to get the depth of utilities found deeper than eight feet. The excavated soils will be backfilled, compacted in six-inch lifts and graded to the original condition.

Survey:

- Vertical datum will be NAVD88 unless instructed otherwise in writing.
- Horizontal datum will be NAD83/2011 (State Plane Coordinates, Florida North Zone).

Utilities:

- Locate visible evidence of utilities pursuant to the FHWA/ASCE Quality Level C definition.
- Locate utility markings and test hole locations placed by GeoPoint's SUE crew to achieve FHWA/ASCE Quality A and B definition.

The results of the investigation will be marked in the field, photographed, surveyed and presented in CAD and PDF format.

General Understandings and Excluded Services

The professional services that GeoPoint will provide under this Proposal/Agreement include, and are limited to, those described in the Scope of Services. All other services, including those listed below, are specifically excluded:

- Permitting
- MOT/TTC
- Vacuum Excavation in Hard Surfaces

Please note certain geophysical conditions may interfere with electronic designating, GPR and vacuum excavation results which may not effectively identify all underground utilities. Use of air lance to detect location of utilities may not detect all utilities present and is based on interval probe, depth and utility size.

FEE Schedule:

Task	Task Description:	Estimated Quantity	Unit Price	Fee Type	Amount
A	Route Survey	N/A	N/A	Lump Sum	**$35,000**
B	Quality Level B Designating	N/A	N/A	Lump Sum	**$28,500**
C	Quality Level A Vacuum Excavations-Natural Ground	20	$700	Per Hole	**$14,000**

Note: Minimum of 10 Level A digs needed for Vac. Truck Mobilization

If the foregoing and the Terms and Conditions of the Contract in **Attachment "A"**, meets with your approval, please execute the acceptance below and return one copy for our files. We certainly look forward to working with you on this project.

Sincerely,

GeoPoint Surveying, Inc.

Bryce Brasher

By: _____
(Authorized Signature)

Bryce W. Brasher, P.S.M.
Project Manager
(Print Name and Title)

Accepted By: Panhandle Engineering

By: _____
(Authorized Signature)

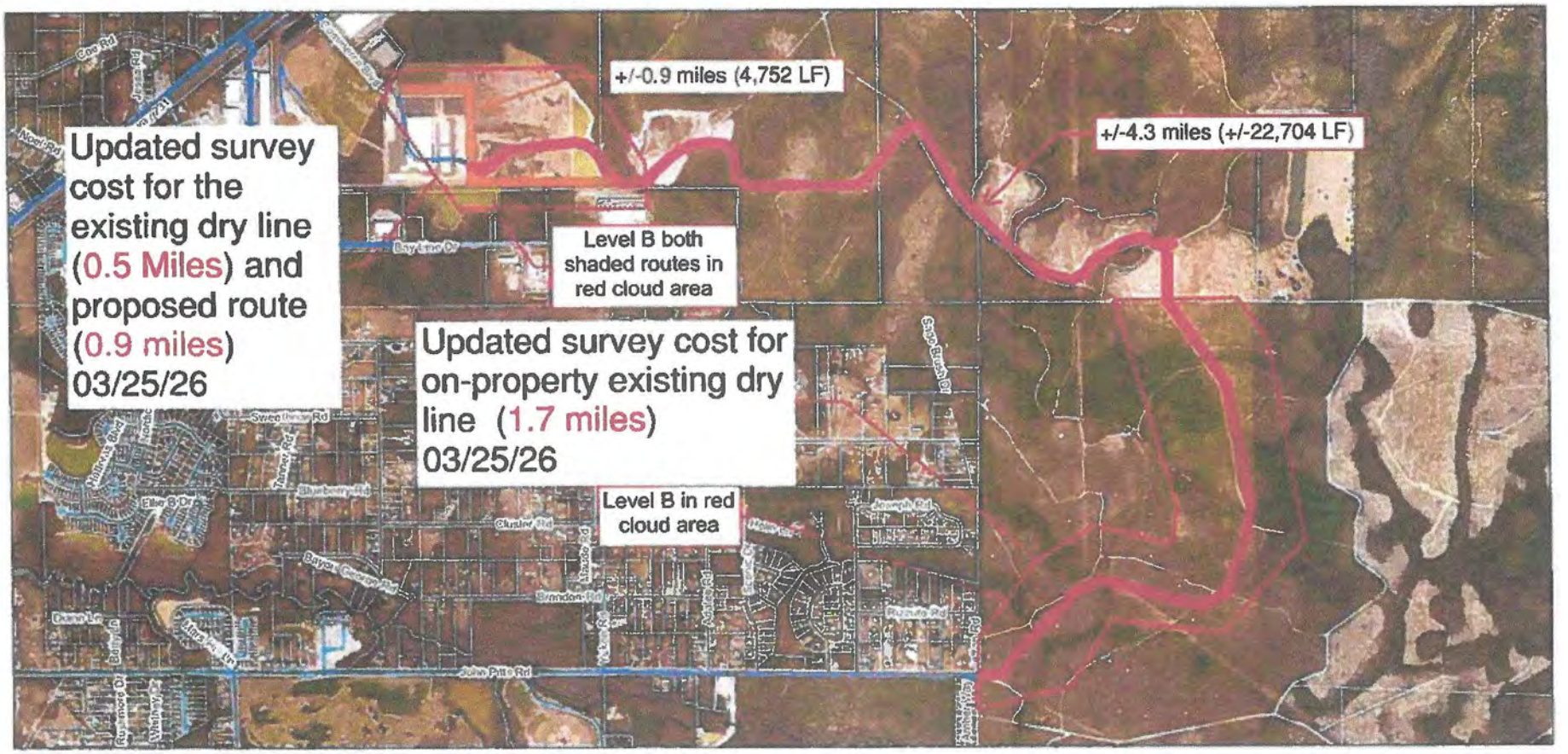
Date: _____

_____
(Print Name and Title)

Please return one signed copy to: Proposals@geopointsurvey.com

File Name: J:\Shelton Property\Contracts\Panhandle Engineering\REV Offsite Water Route, SUE ml.BWB
03.26.2026

Shelton Parcel - Potable Water Dry-Line



3/10/2026, 9:58:51 AM

Water Network Structure
- Storage Tank
- Treatment Plant
- Pump Station

Water Main
- Retail Water
- Wholesale Water
- Raw Water
- Municipal Water Main
- Panama City Water Main

Survey Proposal Summary:
Ex. Dry Line Route: 4.3 miles/22,704 LF
New Water Line Route: 0.9 miles/4,752 LF
TOTAL LENGTH: 5.2 miles/27,456 LF
- NAVD 88 datum
- State Plane Coordinates
- Existing Utilities Locates (Water, Sewer, Gas, etc.)
- Water Main (Active & Dry) horizontal and vertical GPR data

1:19,043

0 1,000 2,000 4,000 ft

0 305 610 1,220 m

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

BAY COUNTY UTILITY SERVICES - GIS VIEWER

This map is intended for general reference purposes only and does not meet any survey or legal standard

MAGNUM ENGINEERING INC
GEOTECHNICAL ENGINEERING CONSULTANTS

March 18, 2026

Client: **Mr. Doug Crook, P.E.**
Panhandle Engineering, Inc.
600 Ohio Avenue
Lynn Haven, Florida 32444

Project Name & Location: Shelton Property – Offsite Utility Route - Geotechnical Services
Bay County, Florida
PE Project No: 1909.07

Scope of Service:

Mobilization
Estimate Twenty (20) 5' Deep Auger Borings in the proposed offsite utility route. Engineering Report to include site/soil preparation recommendations and bedding information for placement of new pipes.

Budget Estimate: **$4,500.00***

To authorize Magnum Engineering Inc to provide the above scope of services please sign the attached authorization form where indicated and return a copy of the signed proposal to us.

Magnum Engineering appreciates the opportunity to provide you with Geotechnical services on this project. Should you have any questions or comments, please call.

Sincerely,
MAGNUM ENGINEERING, INC.

JAMES T. VICKERS, P.E.
Sr. Geotechnical Engineer

Attachments: General Conditions
Authorization Form

PANHANDLE ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

600 Ohio Avenue, Lynn Haven, FL 32444
www.panhandleengineering.com

CLIENT NAME Mr. Andrew Rhinehart

DATE April 7, 2026

MAILING 346 E Central Ave

PROJECT PE File # 1909.07

ADDRESS Winter Haven, FL 33880

PROJECT DESCRIPTION AND LOCATION Onsite and offsite utility services for the multi-phase residential subdivision project in Panama City, Florida.

The CLIENT hereby requests performance of the following service(s):*
Per Proposal Letter Dated: April 7, 2026
To: Mr. Albert S. Cassidy
From: Chris Forehand, P.E., President
*Please note that any modifications to services requested may result in additional fees.
Compensation by the CLIENT to PE, Inc. Per Proposal Letter Dated: April 7, 2026

PE, Inc. shall be paid $ 0.00 as a retainer upon execution of this agreement.

REAL PROPERTY
Shelton Parcel (PID 03875-000-000)
Copy of Owner's Deed:

Attached ☐ In PE, Inc. File ☐
Other

BILLING/PAYMENT
Contact Person Chris Forehand, P.E.
Payments to be remitted to
Panhandle Engineering, Inc. at:
600 Ohio Avenue
Lynn Haven, Florida 32444

Property Owner CBD Holdings, LLC
SPECIAL CONDITIONS Contract will be invoiced to SE Land Dev, LLC. CBD Holdings, LLC shall be liable if SE Land Dev, LLC does not fulfill the agreement and shall be subject to property lien per Florida Statutes.

Services covered by this Agreement will be performed in accordance with the Terms and Conditions stated on attached documents or schedules. This Agreement supersedes all prior agreements and understanding and may only be changed by written amendment executed by both parties.
THIS IS A BINDING LEGAL CONTRACT: Please sign, date, and return one copy. Retain a second copy for your files. Execution of this Agreement by a CLIENT is authorization for PE, Inc. to proceed with the work as provided for in this Agreement. This Agreement may be withdrawn by PE, Inc. if not accepted within 30 days.

FOR PANHANDLE ENGINEERING, INC.
We agree to perform the work as described above.

By _____

Name Chris Forehand, P.E.

Title President Date _____

DEVELOPER: SE LAND DEV, LLC
The work described is authorized and the Terms and Conditions are accepted
By _____

Name Mr. Andrew Rhinehart

Title Managing Principal Date 4-13-26

LANDOWNER: CBD HOLDINGS, LLC
The work described is authorized and the Terms and Conditions are accepted.
By _____

Name Mr. Albert S. Cassidy

Title Managing Principal Date 4-13-26

PANHANDLE ENGINEERING

TERMS AND CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT (the "Agreement")

PROJECT NAME: PE# 1909.07 Shelton Parcel Onsite and Offsite Utility Mains .

1. PAYMENT TO Panhandle Engineering, Inc. (PE)

Periodic invoices will be issued by PE for all work performed under this Agreement. Invoices are due and payable upon receipt.
If Mr. Albert S. Cassidy, Managing Principal (CLIENT) has an objection to any invoice, CLIENT will so advise PE in writing within ten (10) days of receipt of the invoice and CLIENT and PE shall attempt to resolve the objection. In the absence of any written objection, it is agreed that CLIENT accepts and will pay such invoice. Interest at the rate of 1% per month (12% per annum) for amounts due under this Agreement will be charged on all past due amounts starting on the 31st day after the date of invoice, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will first be credited to interest and then to principal. If CLIENT fails to make any payment due to PE within 30 days after the date of invoice, PE may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until PE has been paid in full the amounts due. The internet rate shall apply to both pre and post judgement balance until all is paid.

2. LITIGATION ASSISTANCE

In the event of any legal or other controversy in connection with the CLIENT's project and requiring the services of PE the CLIENT will compensate PE on a time and material basis for work performed (including, but not limited to, time spent in depositions and court as witnesses, preparation time for such appearances, and any other time spent conferring with the CLIENT or CLIENT's representatives) at the employee's billing rate at the time the work is performed. In addition, CLIENT will reimburse PE for all direct expenses incurred.

3. PROJECT SIGN

CLIENT shall permit PE to display a project sign not to exceed 48" x 96" in size, at a location on the job site approved by the CLIENT.

4. OPINIONS OF COST, FINANCIAL CONSIDERATION, AND SCHEDULES

Any opinions of costs, financial analyses, economic feasibility projections, or estimated completion schedules provided for herein are to be prepared on the basis of PE's experience and judgement in applying presently known data. It is recognized that PE has no control over the following: the cost of labor and materials; unknown or latent condition of existing equipment or structures; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that PE has no control over other economic and operational factors which may materially affect the ultimate cost or schedule. Therefore, PE does not warrant that proposals, bids, or actual construction costs, financial analyses, economic feasibility projections, or schedules will not vary from PE's opinion, projections, or estimates.

5. CLIENT PROVIDED SERVICES AND INFORMATION

The CLIENT shall provide to PE all technical data in the CLIENT's possession or control, including reports, maps, legal descriptions, surveys, borings, foundation analysis and groundwater movement analysis, and

all other information reasonably required by PE and/or relating to PE's work on the project. Such information shall include the CLIENT's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which CLIENT requires to be included. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT furnished documents and services.

6. STANDARD OF CARE

The standard of care applicable to PE's services will be degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

7. WORK STOPPAGE/TERMINATION

If any portion of the CLIENT's project covered by this Agreement is suspended, for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, the CLIENT will pay PE in full for work directly performed on CLIENT's project based upon the completed portion of lump sum tasks or time spent on the project for time and materials tasks according to each employee's standard hourly billing rate plus all direct expenses incurred on or directly for CLEINT's project through the date PE is notified to stop work. If the project is resumed after being suspended for more than three months, PE's compensation shall be adjusted by the rate of inflation during the period from the date this Agreement is entered in to the date the project resumes.

CLIENT or PE may terminate the Agreement at any time and without cause upon ten (10) days written notice to the other party. If CLIENT terminates this Agreement for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, or if PE terminates this Agreement for any reason, the CLIENT will pay PE in full for services rendered and direct expenses incurred on or directly for the CLIENT's project prior to the date of termination.

If no notice of termination is given, relationships and obligations created by this Agreement, except paragraphs 2 and 8 through 15, will terminate upon completion of all applicable requirements of this Agreement.

8. INDEMNIFICATION

PE agrees to indemnify the CLIENT for claims within the limitation of liability set forth herein arising solely from negligent acts, errors or omissions of PE in the performance of professional services under this Agreement.

CLIENT agrees to indemnify and hold PE harmless from all liability, loss and expense, including reasonable attorney fees, arising out of PE's faithful performance of this Agreement.

9. HAZARDOUS SUBSTANCE INDEMNIFICATION

PE herby states, and CLIENT acknowledges, that neither PE nor PE's subconsultants have any professional liability (errors and omissions) or other insurance, and neither is able to reasonably obtain such insurance, for claims or claim expenses arising out of the performance of or failure to perform professional services related to asbestos or hazardous waste pollutants. Accordingly, CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity, or other action against PE its principals, employees, agents, and consultants which relate to asbestos or hazardous waste pollutants. If such claim in any way relates to asbestos or pollutants in the project, CLIENT further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless PE its principals, employees, agents and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of PE's services hereunder, or claims brought against PE by third parties and arising from PE's services or other services and/or work related to asbestos and/or hazardous waste pollutant activities performed pursuant to this Agreement.

10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculation, studies/software program files, models, notes and memoranda, assembled or prepared by PE pursuant to this Agreement are instruments or service in respect to the project, and PE shall retain an ownership and property interest therein, whether or not the project is completed. CLIENT may make and retain copies for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project Any reuse without written verification or adoption by PE for the specific purpose intended will be at CLIENT's sole risk and without liability or real exposure to PE and PE's subconsultants and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adoption will entitle PE to further compensation at rates to be agreed upon by CLIENT and PE.

CONDITIONS OF USE ACKNOWLEDGEMENT DIGITAL DATA

PE, for the convenience of the CLIENT; on occasion provides digital data for the express use of the CLIENT. It should be understood that the following conditions apply to any digital data transmitted.

Digital data either hand delivered or electronically transmitted may be subject to change without notice Responsibility for the accuracy at time of receipt is solely that of the user. This Condition of Use shall be supplied with all digital data transmitted. It is expressly understood that the signed and sealed documents take precedence over any magnetic or electronically stored medium. ***PE*** makes no warranties, expressed or implied, concerning the accuracy of the information contained in any documents transmitted or reviewed by computer or other electronic means.

11. LIMITATION OF LIABLITIY

Notwithstanding any other provision of this Agreement, and unless otherwise subject to a greater limitation, PE's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages, loss of use and loss or profit arising out of or in connection with the performance of services or any other cause, including PE's professional negligent acts, errors or omissions, shall not exceed $50,000 or the total compensation received by PE hereunder, whichever is less, and CLIENT hereby releases and holds harmless PE from any liability above such amount.

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. ASSIGNMENT

This Agreement shall not be assigned by the CLIENT in a whole or in part, without the prior written consent of PE and no assignment of the Agreement shall be effective until the assignee assumes in writing the obligations of the CLIENT, and delivers such written assumption to PE. In addition, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and legal representatives.

13: ENTIRE AGREEMENT, SEVERABILITY, AND INTERPRETATION

This Agreement represents the entire agreement between CLIENT and PE. Additional services not outlined in this Agreement, changes in the scope of services outlined in this Agreement or other amendment(s) to the terms of this Agreement will be separately negotiated by CLIENT and PE and will be documented in a written Amendment(s) to this Agreement. If any of the terms or conditions contained in this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced

to the fullest extent permitted by law. The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. ARBITRATION

In any dispute arising out of or related to this contract or the work described herein, at the election of PE, the matter shall be arbitrated under the rules of the American Arbitration Association with venue in Bay County, Florida. In the event PE does not elect arbitration, the matter shall proceed to a court of competent jurisdiction with venue being in Bay County, Florida.

15. ATTORNEY FEES

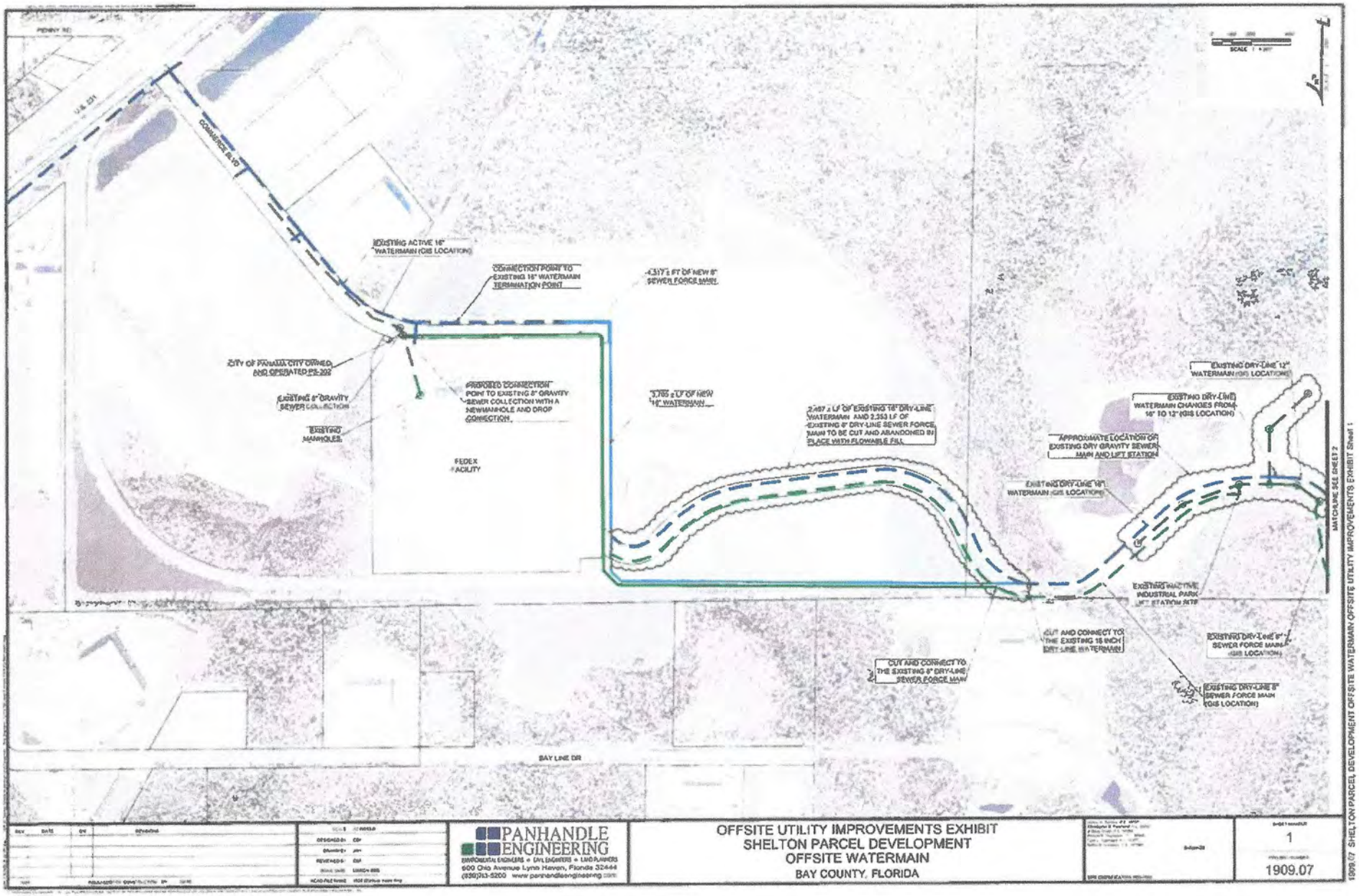
In any dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court cost to be assessed by a court of competent jurisdiction. Attorney fees shall be recoverable whether the dispute is presented to arbitration, trial court, or appellate court.

By: _____

Name: Mr. Albert S. Cassidy Title: Managing Principal

Corporation Name: CBD Holdings, LLC

Date: _____



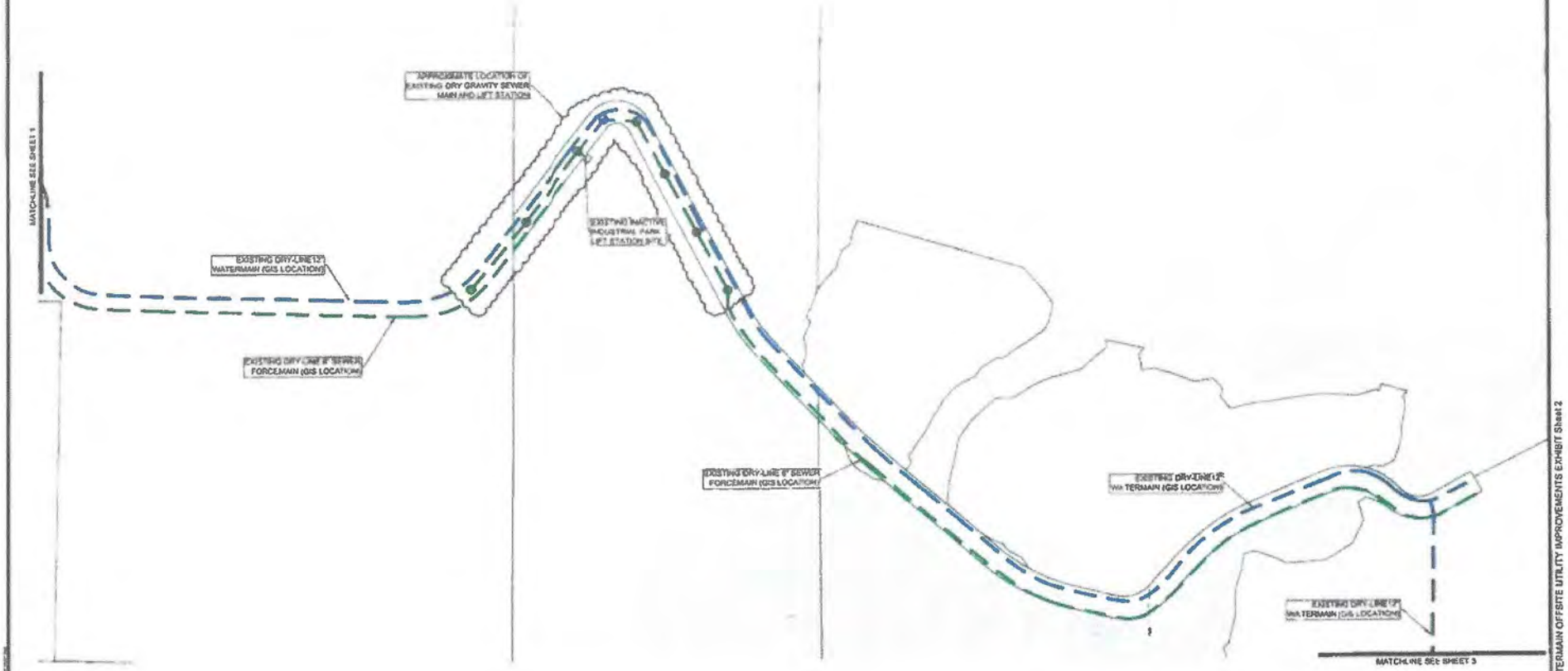
PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)263-5200 www.panhandleengineering.com

OFFSITE UTILITY IMPROVEMENTS EXHIBIT
SHELTON PARCEL DEVELOPMENT
OFFSITE WATERMAIN
BAY COUNTY, FLORIDA

1

1909.07

1909.07 SHELTON PARCEL DEVELOPMENT OFFSITE UTILITY IMPROVEMENTS EXHIBIT Sheet 1



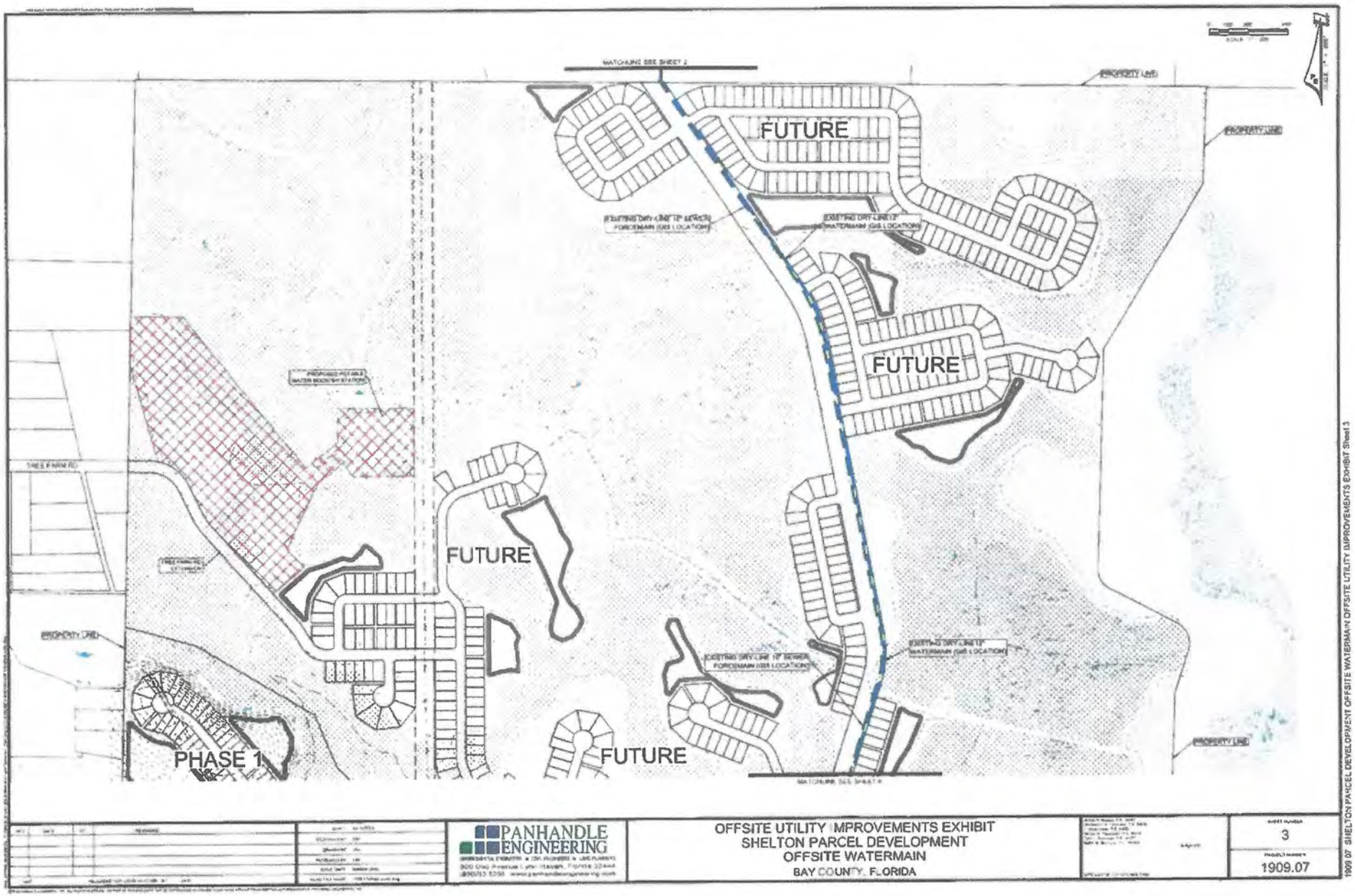
PANHANDLE ENGINEERING
Environmental Engineers • Civil Engineers • Land Planners
500 Grid Avenue Lynn Haven, Florida 32444
(850)763-6200 www.panhandleengineering.com

OFFSITE UTILITY IMPROVEMENTS EXHIBIT
SHELTON PARCEL DEVELOPMENT
OFFSITE WATERMAIN
BAY COUNTY, FLORIDA

SHEET NUMBER 2

PROJECT NUMBER 1909.07

1909.07 SHELTON PARCEL DEVELOPMENT OFFSITE WATERMAIN OFFSITE UTILITY IMPROVEMENTS EXHIBIT Sheet 2



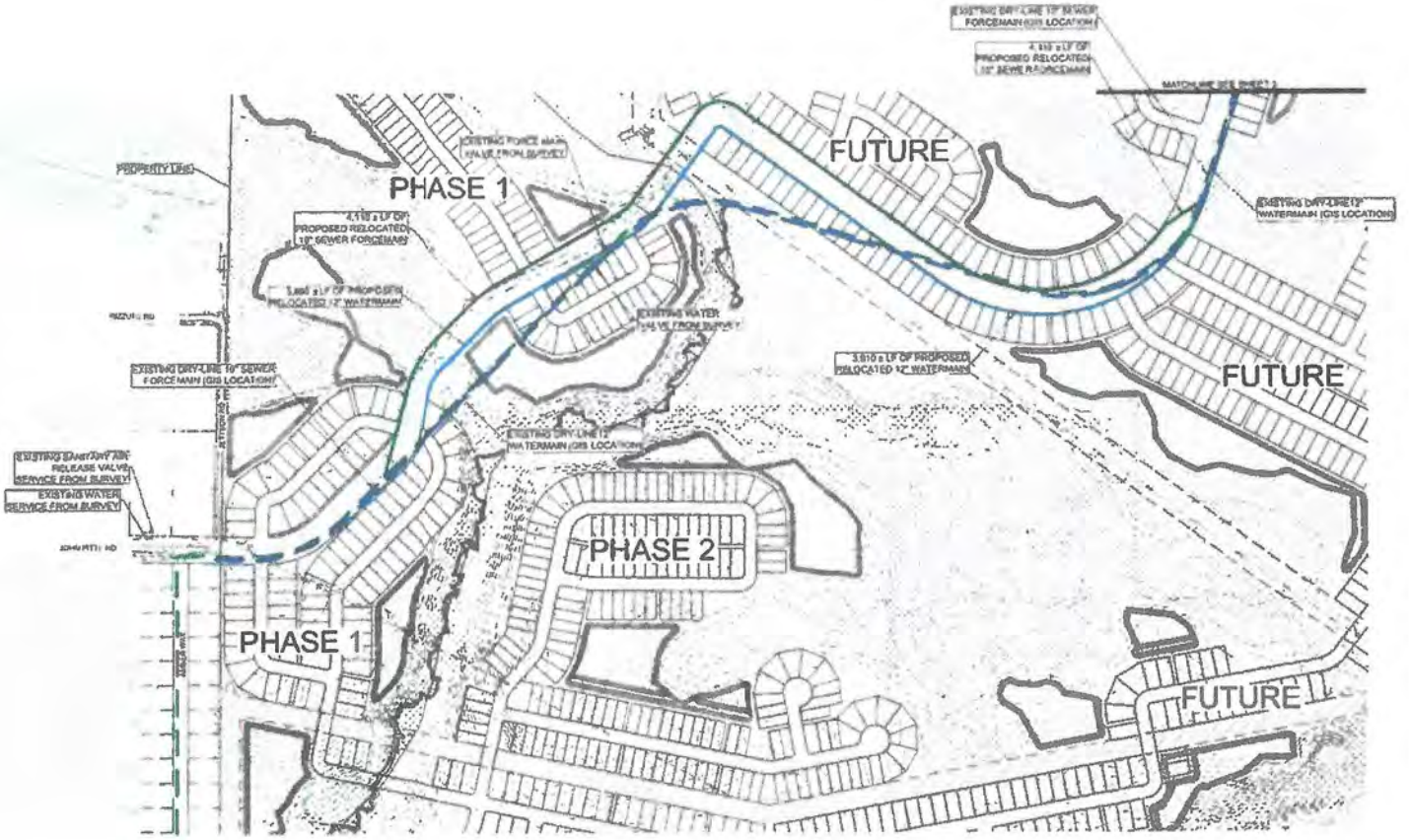
PANHANDLE ENGINEERING

OFFSITE UTILITY IMPROVEMENTS EXHIBIT
SHELTON PARCEL DEVELOPMENT
OFFSITE WATERMAIN
BAY COUNTY, FLORIDA

SHEET NUMBER 3

PROJECT NUMBER 1909.07

1909.07 SHELTON PARCEL DEVELOPMENT OFFSITE WATERMAIN OFFSITE UTILITY IMPROVEMENTS EXHIBIT Sheet 3



PANHANDLE ENGINEERING
ENVIRONMENTAL ENGINEERS • CIVIL ENGINEERS • LAND PLANNERS
600 Ohio Avenue Lynn Haven, Florida 32444
(850)763-6200 www.panhandleengineering.com

OFFSITE UTILITY IMPROVEMENTS EXHIBIT
SHELTON PARCEL DEVELOPMENT
OFFSITE WATERMAIN
BAY COUNTY, FLORIDA

SHEET NUMBER 4

PROJECT NUMBER 1909.07

1909.07 SHELTON PARCEL DEVELOPMENT OFFSITE WATERMAIN OFFSITE UTILITY IMPROVEMENTS EXHIBIT Sheet 4

PROFESSIONAL SERVICES AGREEMENT

PANHANDLE ENGINEERING, INC.

600 Ohio Avenue, Lynn Haven, FL 32444
www.panhandleengineering.com

CLIENT NAME Mr. Stan Pitts

DATE September 9, 2026

MAILING 12030 Highway 77

PROJECT #851.07

ADDRESS Southport , FL 32409

PROJECT DESCRIPTION AND LOCATION Land use and Zoning change applications for a new 50ac parcel. See attached survey exhibit for property limits.

The CLIENT hereby requests performance of the following services(s):*
Prepare, submit, and support the review and approval of land use and zoning change applications for the subject property. This includes attendance at the required public meetings.

*Please note that any modifications to services requested may result in additional fees.

Compensation by the CLIENT to PE, Inc.: $7,000.00 lump sum. Certified letters, if desired, shall be prepared and mailed at an additional cost of $20 each.

PE, Inc. shall be paid $ 0.00 as a retainer upon execution of this agreement.

REAL PROPERTY
DESCRIPTION AND LOCATION

Copy of Owner's Deed:
Attached ☐ In PE, Inc. File ☒
Other ☐

Property Owner

SPECIAL CONDITIONS

BILLING/PAYMENT
Contact Person Doug Crook

Payments to be remitted to PE, Inc. at:
600 Ohio Avenue
Lynn Haven, Florida 32444

Services covered by this Agreement will be performed in accordance with the Terms and Conditions stated on attached documents or schedules. This Agreement supersedes all prior agreements and understanding and may only be changed by written amendment executed by both parties.
THIS IS A BINDING LEGAL CONTRACT: Please sign, date, and return one copy. Retain second for your files. Executing of this Agreement by a CLIENT is authorization for PE, Inc. to proceed with the work as provided for in this Agreement. This Agreement may be withdrawn by us if not accepted within 30 days.

FOR PANHANDLE ENGINEERING, INC.
We agree to perform the work as described above.

By

Name Doug Crook

Title: Vice President Date: 09/09/2026

FOR THE CLIENT/PERSONAL GUARANTEE
The work described is authorized and the terms and conditions are accepted.

By Stan Pitts

Name: Mr. Stan Pitts

Date 9/9/26

PANHANDLE ENGINEERING

TERMS AND CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT (the "Agreement")

PROJECT NAME: Clear Lake Estates Phase II

1. PAYMENT TO Panhandle Engineering, Inc. (PE)

Periodic invoices will be issued by PE for all work performed under this Agreement. Invoices are due and payable upon receipt.
If Stan Pitts (CLIENT) has an objection to any invoice, CLIENT will so advise PE in writing within ten (10) days of receipt of the invoice and CLIENT and PE shall attempt to resolve the objection. In the absence of any written objection, it is agreed that CLIENT accepts and will pay such invoice. Interest at the rate of 1% per month (12% per annum) for amounts due under this Agreement will be charged on all past due amounts starting on the 31st day after the date of invoice, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will first be credited to interest and then to principal. If CLIENT fails to make any payment due to PE within 30 days after the date of invoice, PE may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until PE has been paid in full the amounts due. The internet rate shall apply to both pre and post judgement balance until all is paid.

2. LITIGATION ASSISTANCE

In the event of any legal or other controversy in connection with the CLIENT's project and requiring the services of PE the CLIENT will compensate PE on a time and material basis for work performed (including, but not limited to, time spent in depositions and court as witnesses, preparation time for such appearances, and any other time spent conferring with the CLIENT or CLIENT's representatives) at the employee's billing rate at the time the work is performed. In addition, CLIENT will reimburse PE for all direct expenses incurred.

3. PROJECT SIGN

CLIENT shall permit PE to display a project sign not to exceed 48" x 96" in size, at a location on the job site approved by the CLIENT.

4. OPINIONS OF COST, FINANCIAL CONSIDERATION, AND SCHEDULES

Any opinions of costs, financial analyses, economic feasibility projections, or estimated completion schedules provided for herein are to be prepared on the basis of PE's experience and judgement in applying presently known data. It is recognized that PE has no control over the following: the cost of labor and materials; unknown or latent condition of existing equipment or structures; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that PE has no control over other economic and operational factors which may materially affect the ultimate cost or schedule. Therefore, PE does not warrant that proposals, bids, or actual construction costs, financial analyses, economic feasibility projections, or schedules will not vary from PE's opinion, projections, or estimates.

5. CLIENT PROVIDED SERVICES AND INFORMATION

The CLIENT shall provide to PE all technical data in the CLIENT's possession or control, including reports, maps, legal descriptions, surveys, borings, foundation analysis and groundwater movement analysis, and

all other information reasonably required by PE and/or relating to PE's work on the project. Such information shall include the CLIENT's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which CLIENT requires to be included. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT furnished documents and services.

6. STANDARD OF CARE

The standard of care applicable to PE's services will be degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

7. WORK STOPPAGE/TERMINATION

If any portion of the CLIENT's project covered by this Agreement is suspended, for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, the CLIENT will pay PE in full for work directly performed on CLIENT's project based upon the completed portion of lump sum tasks or time spent on the project for time and materials tasks according to each employee's standard hourly billing rate plus all direct expenses incurred on or directly for CLEINT's project through the date PE is notified to stop work. If the project is resumed after being suspended for more than three months, PE's compensation shall be adjusted by the rate of inflation during the period from the date this Agreement is entered in to the date the project resumes.

CLIENT or PE may terminate the Agreement at any time and without cause upon ten (10) days written notice to the other party. If CLIENT terminates this Agreement for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, or if PE terminates this Agreement for any reason, the CLIENT will pay PE in full for services rendered and direct expenses incurred on or directly for the CLIENT's project prior to the date of termination.

If no notice of termination is given, relationships and obligations created by this Agreement, except paragraphs 2 and 8 through 15, will terminate upon completion of all applicable requirements of this Agreement.

8. INDEMNIFICATION

PE agrees to indemnify the CLIENT for claims within the limitation of liability set forth herein arising solely from negligent acts, errors or omissions of PE in the performance of professional services under this Agreement.

CLIENT agrees to indemnify and hold PE harmless from all liability, loss and expense, including reasonable attorney fees, arising out of PE's faithful performance of this Agreement.

9. HAZARDOUS SUBSTANCE INDEMNIFICATION

PE herby states, and CLIENT acknowledges, that neither PE nor PE's subconsultants have any professional liability (errors and omissions) or other insurance, and neither is able to reasonably obtain such insurance, for claims or claim expenses arising out of the performance of or failure to perform professional services related to asbestos or hazardous waste pollutants. Accordingly, CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity, or other action against PE Its principals, employees, agents, and consultants which relate to asbestos or hazardous waste pollutants. If such claim in any way relates to asbestos or pollutants in the project, CLIENT further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless PE Its principals, employees, agents and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of PE's services hereunder, or claims brought against PE by third parties and arising from PE's services or other services and/or work related to asbestos and/or hazardous waste pollutant activities performed pursuant to this Agreement.

10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculation, studies/software program files, models, notes and memoranda, assembled or prepared by PE pursuant to this Agreement are instruments or service in respect to the project, and PE shall retain an ownership and property interest therein, whether or not the project is completed. CLIENT may make and retain copies for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adoption by PE for the specific purpose intended will be at CLIENT's sole risk and without liability or real exposure to PE and PE's subconsultants and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adoption will entitle PE to further compensation at rates to be agreed upon by CLIENT and PE.

CONDITIONS OF USE ACKNOWLEDGEMENT DIGITAL DATA

PE, for the convenience of the CLIENT; on occasion provides digital data for the express use of the CLIENT. It should be understood that the following conditions apply to any digital data transmitted.

Digital data either hand delivered or electronically transmitted may be subject to change without notice. Responsibility for the accuracy at time of receipt is solely that of the user. This Condition of Use shall be supplied with all digital data transmitted. It is expressly understood that the signed and sealed documents take precedence over any magnetic or electronically stored medium. ***PE*** makes no warranties, expressed or implied, concerning the accuracy of the information contained in any documents transmitted or reviewed by computer or other electronic means.

11. LIMITATION OF LIABLITIY

Notwithstanding any other provision of this Agreement, and unless otherwise subject to a greater limitation, PE's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages, loss of use and loss or profit arising out of or in connection with the performance of services or any other cause, including PE's professional negligent acts, errors or omissions, shall not exceed $50,000 or the total compensation received by PE hereunder, whichever is less, and CLIENT hereby releases and holds harmless PE from any liability above such amount.

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. ASSIGNMENT

This Agreement shall not be assigned by the CLIENT in a whole or in part, without the prior written consent of PE and no assignment of the Agreement shall be effective until the assignee assumes in writing the obligations of the CLIENT, and delivers such written assumption to PE. In addition, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and legal representatives.

13: ENTIRE AGREEMENT, SEVERABILITY, AND INTERPRETATION

This Agreement represents the entire agreement between CLIENT and PE. Additional services not outlined in this Agreement, changes in the scope of services outlined in this Agreement or other amendment(s) to the terms of this Agreement will be separately negotiated by CLIENT and PE and will be documented in a written Amendment(s) to this Agreement. If any of the terms or conditions contained in this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced

to the fullest extent permitted by law. The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. ARBITRATION

In any dispute arising out of or related to this contract or the work described herein, at the election of PE, the matter shall be arbitrated under the rules of the American Arbitration Association with venue in Bay County, Florida. In the event PE does not elect arbitration, the matter shall proceed to a court of competent jurisdiction with venue being in Bay County, Florida.

15. ATTORNEY FEES

In any dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court cost to be assessed by a court of competent jurisdiction. Attorney fees shall be recoverable whether the dispute is presented to arbitration, trial court, or appellate court.

By: Stan Pitts

Name: Stan Pitts Title: Landowner

Corporation Name: N/A

Date: 9/9/26

Work Authorization #2

Panama City North Community Development District
City of Panama City, Bay County, Florida

Subject: **Work Authorization Number 2**
Panama City North Community Development District

Dear Chairperson, Board of Supervisors:

Chris Forehand, P.E. of Panhandle Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Panama City North Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated July 29, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work

Engineer has provided professional engineering services regarding Shelton Parcel Utility Master Planning and On-site Hydraulic Water and Wastewater Modeling (Project No. 1909.03), in the amount of *Thirty Nine Thousand Seven Hundred Seventy Five Dollars and 00/cents* ($39,775.00) (the "Total Costs"), as identified in the proposal dated January 20, 2026, and attached to this Work Authorization #2 as Exhibit A (the "Services").

II. Fees

A portion of the Total Costs of the Services has previously been paid prior to the establishment of the District. Any amounts remaining outstanding from the date of the District's organizational meeting on July 29, 2026, will be compensated by the District in a flat fee amount of $0.00 ($_____), inclusive of all effort, expenses, and costs to complete the work described herein.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Panama City North Community Development District

By: Andrew Rhinehart
Authorized Representative

Date: 9/21/26

Sincerely,

Panhandle Engineering, Inc., a Florida corporation

By: _____
Authorized Representative

Date: 9/9/26

EXHIBIT A TO WORK AUTHORIZATION #2

PANHANDLE ENGINEERING, INC.

Customer Ledgers

For the Period From Jan 1, 2016 to Dec 31, 2026

Filter Criteria includes: 1) IDs from 2-1909.03 to 2-1909.03. Report order is by Name. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance	Pai
2-1909.03	1/31/26	1909.03-01	SJ	3,977.50		3,977.50	*
OAKLEY RHINEHART CAS	2/28/26	1909.03-02	SJ	7,955.00		11,932.50	*
	3/31/26	1909.03-03	SJ	7,955.00		19,887.50	*
	4/22/26	1014	CRJ		7,955.00	11,932.50	
	4/22/26	1014	CRJ		3,977.50	7,955.00	
	4/30/26	1909.03-04	SJ	7,955.00		15,910.00	*
	5/31/26	1909.03-05	SJ	3,977.50		19,887.50	*
	6/3/26	1021	CRJ		7,955.00	11,932.50	
	6/30/26	1909.03-06	SJ	3,182.00		15,114.50	*
	7/15/26	1029	CRJ		7,955.00	7,159.50	
	7/29/26	ACH07292026	CRJ		3,977.50	3,182.00	
	8/28/26	ACH08282026-SE	CRJ		3,182.00	0.00	
Report Total				35,002.00	35,002.00	0.00	

PANHANDLE ENGINEERING

January 20, 2026

Mr. Andrew Rhinehart
Oakley Rhinehart Cassidy, LLC
346 E Central Ave
Winter Haven, FL 33880

RE: Shelton Parcel
Engineering Services for Utility Master Planning and On-site Hydraulic Water and Wastewater Modeling
PE Project No.: 1909.03

Dear Mr. Rhinehart:

Panhandle Engineering, Inc. is pleased to have the opportunity to provide you with professional consulting and engineering services for the on-site hydraulic modeling for the referenced project. It is our understanding that the proposed development is proposed to have approximately **1,800 planned residential units**. Based on our understanding of the development and historical knowledge of the City and County utilities, we have prepared the following proposal for your review and consideration.

Panhandle Engineering's proposed scope of services will be to utilize prior calculations of the water and wastewater demands of the overall development, analyze the previously modeled offsite utility main connections and establish the trunk line sizes of the pressurized water and sewer force mains throughout the development. We will prepare a report with the associated data, analysis, and recommendations. We will also make recommendations for the master development lift station (to be constructed in Phase 2) and for the number and locations of additional secondary lift stations. Based on this scope, we propose to provide all on-site modeling by using ***Water CAD and Sewer CAD***.

Panhandle Engineering will perform the following tasks:

- Update the overall development program with any new information that has become available since the completion of the offsite utility modeling effort, including the identification of residential units, commercial space, proposed amenities, and other demands as applicable.
- Update utility demand calculations of the master development.
- Model the on-site scenarios with suggested milestones based on capacity and expected buildout.
- Use the selected offsite forcemain and lift station options.
- Make recommendations for the master lift station, including identifying phased improvements to align with the progression of overall construction.
- Prepare an on-site recommended improvements map identifying trunk line sizes and lift station locations.
- Provide preliminary wastewater site and water booster station site options and layouts for potential city owned facilities.
- Prepare a report document that details the analysis, findings, and recommendations with associated costs.
- Attend virtual meeting with client to review the master plan, findings, and recommendations.

If services are required that exceed the scope of this proposal, those tasks will be undertaken with your authorization at our standard hourly rates or by separate proposal.

ADDITIONAL SERVICES

- Engineering Design and Permitting of Utilities
- Reuse Master Planning or Modeling
- County or City Review Fees and other government costs
- Services not described specifically above.

REIMBURSABLE EXPENSES
The following are examples of reimbursable expenses to be recovered by Panhandle Engineering: Prints, Copies, Courier Services, Certified Mail, Travel over 25 miles.

Total Proposed Fee **$39,775.00**

If the conditions of this proposal are satisfactory, please sign below and this will become part of your current Professional Servies Agreement. Please return a copy for our records. We appreciate your consideration of ***Panhandle Engineering*** and look forward to providing you with prompt professional services. If you have any questions or need for any additional information, please do not hesitate to call me any time at 850.596.1235.

Sincerely,

PANHANDLE ENGINEERING, INC.

Chris Forehand, P.E.
President

Cc: Doug Crook, P.E., LEED AP

Client Approved:
Andrew Rhinehart
1/27/26

Work Authorization #3

Panama City North Community Development District
City of Panama City, Bay County, Florida

Subject: **Work Authorization Number 3**
Panama City North Community Development District

Dear Chairperson, Board of Supervisors:

Chris Forehand, P.E. of Panhandle Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Panama City North Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated July 29, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work

Engineer has provided professional engineering services regarding CDD Support Services (PE Project No. 1909.04), in the amount of not to exceed *Fifty Thousand Dollars and 00/Cents* ($50,000.00) (the "Total Costs"), as identified in the proposal dated January 21, 2026, and attached to this Work Authorization #3 as Exhibit A (the "Services").

II. Fees

A portion of the Total Costs of the Services has previously been paid prior to the establishment of the District. Any amounts remaining outstanding from the date of the District's organizational meeting on July 29, 2026, will be compensated by the District pursuant to the hourly rate schedule contained in the Engineering Agreement, not to exceed *Fifty Thousand Dollars and 00/Cents* ($50,000.00). The District will reimburse Engineer all direct costs which include items such as printing, drawings, travel, deliveries, et cetera, pursuant to the Engineering Agreement.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Panama City North Community Development District

By: Andrew Rhinehart
Authorized Representative

Date: 9/21/26

Sincerely,

Panhandle Engineering, Inc., a Florida corporation

By: _____
Authorized Representative

Date: 9/9/26

EXHIBIT A TO WORK AUTHORIZATION #3

PANHANDLE ENGINEERING

January 21, 2026

Mr. Andrew Rhinehart
Oakley Rhinehart Cassidy, LLC
346 E Central Ave
Winter Haven, FL 33880

RE: Shelton Parcel
Proposal for CDD Support Services
PE Project No.: 1909.04

Dear Mr. Rhinehart:

Panhandle Engineering, Inc. is pleased to have the opportunity to provide you with professional consulting and engineering services in support of the establishment of a new Community Development District (CDD) for the proposed residential and mixed use development located east of John Pitts Road (aka the Shelton Property). Based on our understanding of the scope of work, we have prepared the following proposal for your review and consideration.

Panhandle Engineering's proposed scope of services will be to develop, refine, and deliver documentation as requested in support of the creation of the new CDD. This may include the creation of maps, exhibits, cost estimates, schedules, and other related documentation. This effort also includes meetings, calls, and other coordination with project team members, outside stakeholders, consultants, and regulatory authorities on an as-needed, as-requested basis.

COMPENSATION

We propose to provide these services under an hourly basis with an established not-to-exceed maximum fee. We will bill monthly for services rendered in accordance with our effective billing rate schedule. A copy of our current rate schedule is attached for reference.

Should services beyond this maximum fee amount be requested, then this fee, upon mutual approval, be increased as needed.

Not-to-Exceed Fee **$50,000.00**

If the conditions of this proposal are satisfactory, please sign the below and this will become part of your professional services agreement on the development of Phase I. We appreciate your consideration of ***Panhandle Engineering*** and look forward to providing you with prompt professional services. If you have any questions or need any additional information, please do not hesitate to call me any time at 850.596.1235.

Sincerely,

PANHANDLE ENGINEERING, INC.

Chris Forehand, P.E.
President

ACCEPTANCE:

BY: Andrew Rhinehart

NAME: Andrew Rhinehart

FOR: Oakley Rhinehart Cassidy, LLC

DATE: 1/27/2026

Cc: Doug Crook, P.E., LEED AP

PANHANDLE ENGINEERING

STANDARD BILLING RATES
JANUARY 1, 2026

CLASSIFICATION	HOURLY RATES
PROJECT ENGINEER I (EI)	$125.00
PROJECT ENGINEER II (EI)	$135.00
PROJECT ENGINEER III (EI)	$145.00
SR. PROJECT ENGINEER III (EI)	$165.00
PROJECT MANAGER (PE) I	$185.00
PROJECT MANAGER (PE) II	$195.00
PROJECT MANAGER (PE) III	$205.00
SENIOR PROJECT MANAGER (PE)	$215.00
SENIOR ENGINEER (PE)	$195.00
SR. EXECUTIVE (PE)/ PROJECT MANAGER	$225.00
SR. ENGINEER/MANAGER/FIRM PRINCIPAL (PE)	$285.00
LITIGATION SUPPORT (PE)	$300.00
EXPERT WITNESS (PE)	$350.00
ENGINEER TECHNICIAN I	$75.00
ENGINEERING TECHNICIAN II	$85.00
ENGINEERING TECHNICIAN III/ PROJECT ADMINISTRATOR	$95.00
SR. ENGINEER TECHNICIAN	$110.00
CADD TECH I	$105.00
CADD TECH II	$110.00
CADD DESIGNER III	$125.00
SR. CADD DESIGNER	$130.00
RESIDENT COMPLIANCE SPECIALIST	$110.00
INSPECTOR I/ NON-FDOT CERTIFIED	$75.00
INSPECTOR II/ FDOT CERTIFIED	$80.00
INSPECTOR III/ FDOT CERTIFIED	$85.00
SR. INSPECTOR/ FDOT CERTIFIED	$90.00
ADMIN ASSISTANT	$75.00
SR. ADMIN ASSISTANT/ ASST ACCTING / PROJECT COORDINATOR	$90.00
EXECUTIVE ADMIN ASSISTANT/ ACCOUNTING	$100.00

STANDARD BILLING RATES APPLY TO SERVICES PERFORMED MONDAY THRU FRIDAY (8AM-5PM) EXCEPT HOLIDAYS

A FACTOR OF 1.5 IS APPLIED FOR SERVICES PERFORMED AT ALL OTHER TIMES

STANDARD BILLING RATES DO NOT INCLUDE REIMBURSABLE EXPENSES SUCH AS COPIES, TRAVEL, AND EXPRESS MAIL

COMPENSATION FOR GEOTECHNICAL, TRAFFIC, ENVIRONMENTAL, AND OTHER SPECIALTY SUBCONSULTANTS ARE NOT INCLUDED IN THE ABOVE TABLE AND WILL BE RECOVERED AT RATES IDENTIFIED BY THE CONSULTANT/ENGINEER PLUS 15% MARKUP FOR COORDINATION

Work Authorization #4

Panama City North Community Development District
City of Panama City, Bay County, Florida

Subject: **Work Authorization Number 4**
Panama City North Community Development District

Dear Chairperson, Board of Supervisors:

Chris Forehand, P.E. of Panhandle Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Panama City North Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated July 29, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work

Engineer has provided professional engineering services regarding Shelton Property Phase 1 Revised Proposal for Professional Services (PE Project No. 1909.02), in the amount of *Two Hundred Sixteen Thousand Eight Hundred Forty-Four Dollars and 00/cents* ($216,844.00) (the "Total Costs"), as identified in the proposal dated January 27, 2026, and attached to this Work Authorization #4 as Exhibit A (the "Services").

II. Fees

A portion of the Total Costs of the Services has previously been paid prior to the establishment of the District. Any amounts remaining outstanding from the date of the District's organizational meeting on July 29, 2026, will be compensated by the District in a flat fee amount of $24,022.80 ($_____), inclusive of all effort, expenses, and costs to complete the work related to the Total Costs described herein.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Panama City North Community Development District

By: Andrew Rhinehart
Authorized Representative

Date: 9/21/26

Sincerely,

Panhandle Engineering, Inc., a Florida corporation

By: _____
Authorized Representative

Date: 9/9/26

EXHIBIT A TO WORK AUTHORIZATION #4

PANHANDLE ENGINEERING, INC.

Customer Ledgers

For the Period From Jan 1, 2016 to Dec 31, 2026

Filter Criteria includes: 1) IDs from 2-1909.02 to 2-1909.02. Report order is by Name. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance	Pai
2-1909.02	1/31/26	1909.02-01	SJ	19,268.00		19,268.00	*
OAKLEY RHINEHART CAS	2/28/26	1909.02-02	SJ	44,282.00		63,550.00	*
	3/17/26	1005	CRJ		19,268.00	44,282.00	
	3/31/26	1909.02-03	SJ	40,573.70		84,855.70	*
	4/30/26	1909.02-04	SJ	61,506.05		146,361.75	*
	5/31/26	1909.02-05	SJ	31,692.25		178,054.00	*
	6/3/26	1025	CRJ		40,573.70	137,480.30	
	6/30/26	1909.02-06	SJ	28,467.90		165,948.20	*
	7/15/26	1029	CRJ		61,506.05	104,442.15	
	7/29/26	ACH072926	CRJ		44,282.00	60,160.15	
	7/29/26	ACH07292026	CRJ		31,692.25	28,467.90	
	7/31/26	1909.02-07	SJ	5,531.40		33,999.30	
	8/28/26	ACH08282026-SE	CRJ		28,467.90	5,531.40	
	8/31/26	1909.02-08	SJ	18,491.40		24,022.80	
Report Total				249,812.70	225,789.90	24,022.80	

PANHANDLE ENGINEERING

January 27, 2026

Mr. Andrew Rhinehart
Oakley Rhinehart Cassidy, LLC
346 E Central Ave
Winter Haven, FL 33880

RE: Shelton Property Phase I
Revised Proposal for Professional Services
PE Project No.: 1909.02

Dear Mr. Rhinehart:

Panhandle Engineering, Inc. is pleased to have the opportunity to provide you with professional consulting and engineering services for the first phase of the proposed residential subdivision development located at the end of John Pitts Road in Panama City, FL. **It is anticipated that approximately 182 lots are proposed within this initial phase on the subject property** (PID 03875-000-000). This initial phase represents a project area of approximately 140 acres within the subject property, located east of the eastern terminus of John Pitts Road. Based on our understanding of the property and proposed scope of work, we have prepared the following proposal for your review and consideration.

The proposed project will include a new single family residential subdivision to be constructed on the subject property, along with all supporting site improvements (roadways, utility lines, and stormwater management). The property lies within the City of Panama City and has a zoning classification of PUD, therefore no zoning or land use changes will be required to accommodate the proposed development.

Access to the property will be via John Pitts Road, a Bay County roadway. An extension of John Pitts Road into the subject property will be required to provide vehicular access. Coordination with Bay County will be required for this roadway extension.

Public water and sewer services are not currently available for this property. A separate proposal for offsite utility modeling was previously provided. The results of these analysis will determine what offsite utility improvements are required to service the subject property. Therefore, this proposal does not include the design or permitting of offsite utility infrastructure, but does include these services for on-site water and sewer infrastructure. This includes the design of one lift station for Phase I. Permitting of the proposed potable water and wastewater infrastructure through Panama City and the Florida Department of Environmental Protection (FDEP) will be required.

A stormwater management system will be necessary to meet the state and local minimum water quality and quantity standards. A new wet detention stormwater pond system will be designed for this purpose. Engineering means and methods for the design of the stormwater system will be developed as the site layout is refined, and geotechnical and survey data becomes available.

The overall subject property contains Zone A Special Flood Hazard Area (SFHA) per the effective FEMA Flood Insurance Rate Map (FIRM). This flood zone has no base flood elevation determined, however it is assumed that the first phase of the proposed development will be outside the limits of the Zone A SFHA. We will prepare a separate proposal at a later date for a base flood elevation study for the Zone A areas that fall outside of Phase I.

Panhandle Engineering's proposed scope of services will be to prepare construction plans including information for geometric layout, roadway pavement, grading and drainage, stormwater management, utility

extensions, and construction details for the site infrastructure to serve the proposed development. Our services will also include preparation and processing of applicable regulatory permits from the following agencies: FDEP, Bay County, City of Panama City, and the Northwest Florida Water Management District (NWFWMD).

Surveying, ecological sciences, transportation engineering, and geotechnical engineering services will be required to support the site design and permitting phases of this project. These sub-consultant services are provided herein.

SURVEYING SERVICES **$35,000**

Panhandle Engineering will sub-contract with GeoPoint Survey to provide the necessary boundary and topographic survey information to support the design and permitting of the proposed development. GeoPoint will provide a topographic and boundary survey to state standards for this purpose. This survey includes location of the wetland boundaries within the subject property.

ECOLOGICAL SCIENCES **$11,894**

Panhandle Engineering will sub-contract with Icarus Ecological Services, Inc. to provide support for the Environmental Resource Permit necessary for the proposed development. These services include an updated delineation of the on-site wetland limits and a review of the property for confirmation of the presence or absence of listed species. Their deliverable will be an updated environmental site assessment and associated documentation and support for the project's permit applications. Wetland impact permitting and mitigation support is included as it is assumed that wetland impacts will not be avoided.

GEOTECHNICAL ENGINEERING **$6,500**

Panhandle Engineering will sub-contract with Magnum Engineering, Inc. to provide the necessary geotechnical information to support the design of the proposed roadways, and stormwater management facilities. Magnum Engineering will perform borings to determine soil properties and establish the water table elevations as required to support the site/civil design. This effort will supplement their prior geotechnical report for this property.

TRANSPORTATION ENGINEERING **$3,750**

Panhandle Engineering will sub-contract with Pennoni and Associates, Inc. to confirm the scope necessary to prepare a Traffic Impact Analysis (TIA) report to support the design of the proposed connecting roadways, and determine what off site roadway improvements may be required. This study will evaluate three (3) scenarios: Phase 1, Phase 2, and ultimate buildout. At this time, this proposal covers only the effort necessary to confirm the scope of the TIA with Bay County. Once this scope is confirmed a separate proposal will be provided for the TIA effort and associated fees.

PRELIMINARY DEVELOPMENT **15% of Per Lot Fee**

Panhandle Engineering will perform the following tasks in support of the preliminary design and planning phase of the project:

- Prepare a conceptual site plan (CSP) based on actual field delineated wetlands for review and approval by you. This plan will show the planned layout for the site improvements, including locations for the roadways, lots, common areas, and stormwater management facilities.
- Schedule and attend a pre-application meeting with the City of Panama City planning and public works staff.

- Schedule and attend a pre-application meeting with the Bay County public works staff.
- Prepare a preliminary site plan (PSP) for your review and approval. This plan will be based on input from you, city staff, and on information obtained from the survey, wetland delineation and geotechnical report.
- Develop planning drawings for the utility and stormwater management systems. These infrastructure improvements will be sized and located to be cost effective and efficient.
- Coordination with the client and project stakeholders throughout the preliminary development phase.

DESIGN & ENGINEERING **60% of Per Lot Fee**

Panhandle Engineering will perform the following tasks in support of the final design phase of the project:

- Prepare a final site plan to provide a dimensioned layout based upon the client-approved PSP.
- Design of roadways to meet the City's minimum requirements and support the anticipated traffic type and volume.
- Design of a grading and drainage plan to collect and convey stormwater runoff to the proposed stormwater management system.
- Design of a stormwater management system to meet the treatment and attenuation requirements of the City and the Florida Environmental Resource Permit (ERP) regulations. The stormwater management system will be designed with generally accepted engineering practices based upon the geotechnical engineer's report.
- Design of water and sewer main extensions from the nearest existing public mains to each proposed lot. This includes the design of one lift station.
- Design of an erosion control plan to manage stormwater runoff during construction. This includes the preparation of a Stormwater Pollution Prevention Plan to meet State requirements.
- Design of a mail kiosk area with up to 10 parking spaces.
- Coordination with the client and project stakeholders throughout the design phase.

SITE PERMITTING **25% of Per Lot Fee**

Panhandle Engineering will prepare and submit the following permit applications to support the proposed development:

- NWFWMD Environmental Resource Permit (Stormwater Permit)
- Panama City Development Order Permit
- FDEP Domestic Wastewater Permit
- FDEP Potable Water Permit
- Bay County Roadway Connection Permit
- Bay County Drainage Connection Permit

Compensation for professional services described above are lump sum fees, unless noted otherwise. Compensation for engineering, infrastructure design, development of Construction Plans and regulatory site-related permitting is typically based on the number of lots to be developed (plus recoverable expenses). For the anticipated number of lots, this fee is **$850 per lot**. If the proposed lot count changes significantly, we will adjust the total fee amount accordingly.

TOTAL PROPOSED FEE FOR ENGINEERING AND PERMITTING (182 LOTS): $154,700

POST-CONSTRUCTION PERMIT CERTIFICATIONS **$5,000**

Panhandle Engineering will perform the following services to support the certification of final construction and close out of the issued construction permits:

- Review as-built surveys and recommend field adjustments as needed.
- Review testing reports from the contractor and inspection staff.
- Final engineer inspection of completed construction.
- Submit construction completion certifications to permitting authorities.
- Respond to any RAI's associated with the permit closeout process.

CONSTRUCTION PHASE SUPPORT **$Hourly**

Panhandle Engineering will provide both in-office and on-site construction phase support throughout the project on an as-needed, as requested basis. Compensation for these services shall be billed monthly on an hourly basis according to our effective Standard Billing Rate Schedule. A copy of the current schedule is included with this proposal.

Typical tasks include review of contractor's material submittals, responding to requests for information, review of alternates or modifications, attendance at construction phase meetings, reviewing and processing of monthly pay requests, preparation of periodic progress reports, punch list inspections, etc.

ADDITIONAL SERVICES

Should services be required that exceed the scope of this proposal, those tasks will be undertaken with your authorization at our standard hourly rates or by separate proposal. Examples of additional services include:

- Landscape Architecture
- Geotechnical engineering
- Transportation planning and engineering (signal design, warrant analysis, studies, etc.)
- Surveying
- Floodplain hydrologic and hydraulic modeling, FEMA submittals, etc.
- Ecological sciences (wetland delineations, listed species surveys, etc.)
- Architectural engineering (mechanical, electrical, plumbing, structural, fire protection, data, communications, security)
- Archaeological and cultural assessments
- Lighting design
- 3rd Party Utility Design/Coordination
- GCEC Underground Power Design/Coordination
- Fence and Screen/retaining wall design
- Pool and other amenity feature designs
- Overall site utility master planning & modeling (to be done once the offsite modeling is complete and a solution for water and wastewater is determined and accepted)
- Offsite utility system design
- Additional lift station design ($25,000 each)
- Plat preparation & processing, easement preparation & recording, coordination at public meetings, setting lot markers & pins, etc.
- Meetings & coordination with attorneys or home builders
- Any other services not specifically described above

REIMBURSABLE EXPENSES

The following are examples of reimbursable expenses to be recovered by Panhandle Engineering:

Prints, Copies, Courier Services, Certified Mail, Permit Application Fees, and Travel over 50 miles.

COMPENSATION

Panhandle Engineering Scope/Tasks	**Fee**
Preliminary Development	$ 23,205
Design & Engineering	$ 92,820
Site Permitting	$ 38,675
Subtotal of Subdivision Design & Permitting (@ $850 per lot)	$154,700
Post-Construction Permit Certifications (per phase)	$ 5,000
CIVIL ENGINEERING SUBTOTAL	**$159,700**

Sub-Consultant Scope/Tasks	**Fee**
Surveying	$ 35,000
Ecological Sciences	$ 11,894
Transportation Engineering	$ 3,750
Geotechnical Engineering	$ 6,500
Subtotal of Sub-Consultant Fees	$ 57,144
LUMP SUM SUBTOTAL	**$216,844**

Construction Phase Services	$Hourly
Additional Services	TBD, as requested
Reimbursable Expenses	@ Cost
Additional Sub-consultant services	@ Cost + 10%

If the conditions of this revised proposal are satisfactory, please sign below and return an executed copy for our records. We will then update our Professional Service Agreement (PSA) with the revised scope and fees noted herein.

We appreciate your consideration of ***Panhandle Engineering*** and look forward to providing you with prompt professional services. Should there be any questions or need for any additional information, please do not hesitate to contact me at 850-763-5200 or by email at jdc@panhandleengineering.com.

Sincerely,

PANHANDLE ENGINEERING

Doug Crook, P.E., LEED AP
Vice President

ACCEPTANCE:

BY: _____

NAME: Andrew Rhinehart

FOR: Oakley Rhinehart Cassidy, LLC

DATE: 2-2-26

Cc: Chris Forehand, P.E., President

Work Authorization #5

Panama City North Community Development District
City of Panama City, Bay County, Florida

Subject: **Work Authorization Number 5**
Panama City North Community Development District

Dear Chairperson, Board of Supervisors:

Chris Forehand, P.E. of Panhandle Engineering, Inc. ("**Engineer**") is pleased to submit this work authorization to provide engineering services for Panama City North Community Development District (the "**District**"). We will provide these services pursuant to our current agreement dated July 29, 2026 ("**Engineering Agreement**") as follows:

I. Scope of Work

Engineer has provided professional engineering services regarding Shelton Property Phase II (Project No. 1909.05), in the amount of *Three Hundred Twenty Six Thousand Five Hundred Ten Dollars and 00/Cents* ($326,510.00) (the "Total Costs"), as identified in the proposal dated January 27, 2026, and attached to this Work Authorization #5 as Exhibit A (the "Services").

II. Fees

A portion of the Total Costs of the Services has previously been paid prior to the establishment of the District. Any amounts remaining outstanding from the date of the District's organizational meeting on July 29, 2026, will be compensated by the District in a flat fee amount of $8,120.73 ($_____), inclusive of all effort, expenses, and costs to complete the work related to the Total Costs described herein.

This proposal, together with the Engineering Agreement, represents the entire understanding between the District and Engineer with regard to the referenced work authorization. If you wish to accept this work authorization, please return an executed copy to our office. Upon receipt, we will promptly schedule our services.

APPROVED AND ACCEPTED

Panama City North Community Development District

By: Andrew Rhinehart
Authorized Representative

Date: 9/21/26

Sincerely,

Panhandle Engineering, Inc., a Florida corporation

By: _____
Authorized Representative

Date: 9/9/26

EXHIBIT A TO WORK AUTHORIZATION #5

PANHANDLE ENGINEERING, INC.

Customer Ledgers

For the Period From Jan 1, 2016 to Dec 31, 2026

Filter Criteria includes: 1) IDs from 2-1909.05 to 2-1909.05. Report order is by Name. Report is printed in Detail Format.

Customer ID Customer	Date	Trans No	Type	Debit Amt	Credit Amt	Balance	Pai
2-1909.05	1/31/26	1909.05-01	SJ	1,120.73		1,120.73	*
OAKLEY RHINEHART CAS	2/28/26	1909.05-02	SJ	1,120.73		2,241.46	*
	3/17/26	1007	CRJ		1,120.73	1,120.73	
	3/31/26	1909.05-03	SJ	46,199.30		47,320.03	*
	4/30/26	1909.05-04	SJ	11,207.25		58,527.28	*
	5/31/26	1909.05-05	SJ	1,420.73		59,948.01	*
	6/3/26	1023	CRJ		46,199.30	13,748.71	
	6/30/26	1909.05-06	SJ	347.50		14,096.21	*
	7/15/26	1029	CRJ		1,420.73	12,675.48	
	7/29/26	ACH072926	CRJ		1,120.73	11,554.75	
	7/29/26	ACH07292026	CRJ		347.50	11,207.25	
	7/29/26	ACH07292026	CRJ		11,207.25	0.00	
	✓ 7/31/26	1909.05-07	SJ	✓ 373.58		373.58	
	✓ 8/31/26	1909.05-08	SJ	✓ 7,747.15		8,120.73	
Report Total				69,536.97	61,416.24	✓ 8,120.73	

PANHANDLE ENGINEERING

January 27, 2026

Mr. Andrew Rhinehart
Oakley Rhinehart Cassidy, LLC
346 E Central Ave
Winter Haven, FL 33880

RE: Shelton Property Phase II
Proposal for Professional Services
PE Project No.: 1909.05

Dear Mr. Rhinehart:

Panhandle Engineering, Inc. is pleased to have the opportunity to provide you with professional consulting and engineering services for Phase II of the proposed residential subdivision development located at the end of John Pitts Road in Panama City, FL. **It is anticipated that approximately 293 lots are proposed within Phase II of the subject property** (PID 03875-000-000). This phase represents a project area of approximately 71 acres within the subject property, located east of the eastern terminus of John Pitts Road. Based on our understanding of the property and proposed scope of work, we have prepared the following proposal for your review and consideration.

The proposed project will include the next phase of a new single family residential subdivision to be constructed on the subject property, along with all supporting site improvements (roadways, utility lines, and stormwater management). The property lies within the City of Panama City and has a zoning classification of PUD, therefore no zoning or land use changes will be required to accommodate the proposed development.

Access to the property will be via the new roadways proposed in Phase I. It is assumed that all roadways will be dedicated to the City of Panama City and as such, shall be designed for compliance with city roadway standards.

Public water and sewer mains constructed within Phase I shall be extended to serve the proposed Phase II property. This proposal includes the design and permitting of all Phase II water and sewer utility infrastructure, including the design of one lift station. Permitting of the proposed potable water and wastewater infrastructure through Panama City and the Florida Department of Environmental Protection (FDEP) will be required.

A stormwater management system will be necessary to meet the state and local minimum water quality and quantity standards. A new wet detention stormwater pond system will be designed for this purpose. Engineering means and methods for the design of the stormwater system will be developed as the site layout is refined, and geotechnical and survey data becomes available.

Panhandle Engineering's proposed scope of services will be to prepare construction plans including information for geometric layout, roadway pavement, grading and drainage, stormwater management, utility extensions, and construction details for the site infrastructure to serve the proposed development. Our services will also include preparation and processing of applicable regulatory permits and approvals from the following agencies: FDEP, City of Panama City, and the Northwest Florida Water Management District (NWFWMD).

Surveying, ecological sciences, and geotechnical engineering services will be required to support the site design and permitting phases of this project. These sub-consultant services are provided herein.

SURVEYING SERVICES **$28,500**

Panhandle Engineering will sub-contract with GeoPoint Survey to provide the necessary boundary and topographic survey information to support the design and permitting of the proposed development. GeoPoint will provide a topographic and boundary survey to state standards for this purpose. This survey includes location of the wetland boundaries within the subject property.

ECOLOGICAL SCIENCES **$35,810**

Panhandle Engineering will sub-contract with Icarus Ecological Services, Inc. to provide support for the Environmental Resource Permit necessary for the proposed development. These services include an updated delineation of the on-site wetland limits and a review of the property for confirmation of the presence or absence of listed species. Their deliverable will be an updated environmental site assessment and associated documentation and support for the project's permit applications. Wetland impact permitting and mitigation support is included as it is assumed that wetland impacts will not be avoided.

GEOTECHNICAL ENGINEERING **$8,150**

Panhandle Engineering will sub-contract with Magnum Engineering, Inc. to provide the necessary geotechnical information to support the design of the proposed roadways, and stormwater management facilities. Magnum Engineering will perform borings to determine soil properties and establish the water table elevations as required to support the site/civil design. This effort will supplement their prior geotechnical report for this property.

PRELIMINARY DEVELOPMENT **15% of Per Lot Fee**

Panhandle Engineering will perform the following tasks in support of the preliminary design and planning phase of the project:

- Prepare a conceptual site plan (CSP) based on actual field delineated wetlands for review and approval by you. This plan will show the planned layout for the site improvements, including locations for the roadways, lots, common areas, and stormwater management facilities.
- Schedule and attend a pre-application meeting with the City of Panama City planning and public works staff.
- Prepare a preliminary site plan (PSP) for your review and approval. This plan will be based on input from you, city staff, and on information obtained from the survey, wetland delineation and geotechnical report.
- Develop planning drawings for the utility and stormwater management systems. These infrastructure improvements will be sized and located to be cost effective and efficient.
- Coordination with the client and project stakeholders throughout the preliminary development phase.

DESIGN & ENGINEERING **60% of Per Lot Fee**

Panhandle Engineering will perform the following tasks in support of the final design phase of the project:

- Prepare a final site plan to provide a dimensioned layout based upon the client-approved PSP.
- Design of roadways to meet the City's minimum requirements and support the anticipated traffic type and volume.
- Design of a grading and drainage plan to collect and convey stormwater runoff to the proposed stormwater management system.
- Design of a stormwater management system to meet the treatment and attenuation requirements of the City and the Florida Environmental Resource Permit (ERP) regulations. The stormwater

management system will be designed with generally accepted engineering practices based upon the geotechnical engineer's report.
- Design of water and sewer main extensions from the nearest existing public mains to each proposed lot. This includes the design of one lift station.
- Design of an erosion control plan to manage stormwater runoff during construction. This includes the preparation of a Stormwater Pollution Prevention Plan to meet State requirements.
- Design of a mail kiosk area with up to 10 parking spaces.
- Coordination with the client and project stakeholders throughout the design phase.

SITE PERMITTING **25% of Per Lot Fee**

Panhandle Engineering will prepare and submit the following permit applications to support the proposed development:

- NWFWMD Environmental Resource Permit (Stormwater Permit)
- Panama City Development Order Permit
- FDEP Domestic Wastewater Permit
- FDEP Potable Water Permit

Compensation for professional services described above are lump sum fees, unless noted otherwise. Compensation for engineering, infrastructure design, development of Construction Plans and regulatory site-related permitting is typically based on the number of lots to be developed (plus recoverable expenses). For the anticipated number of lots, this fee is **$850 per lot**. If the proposed lot count changes significantly, we will adjust the total fee amount accordingly.

TOTAL PROPOSED FEE FOR ENGINEERING AND PERMITTING (293 LOTS): **$249,050**

POST-CONSTRUCTION PERMIT CERTIFICATIONS **$5,000**

Panhandle Engineering will perform the following services to support the certification of final construction and close out of the issued construction permits:

- Review as-built surveys and recommend field adjustments as needed.
- Review testing reports from the contractor and inspection staff.
- Final engineer inspection of completed construction.
- Submit construction completion certifications to permitting authorities.
- Respond to any RAI's associated with the permit closeout process.

CONSTRUCTION PHASE SUPPORT **$Hourly**

Panhandle Engineering will provide both in-office and on-site construction phase support throughout the project on an as-needed, as requested basis. Compensation for these services shall be billed monthly on an hourly basis according to our effective Standard Billing Rate Schedule. A copy of the current schedule is included with this proposal.

Typical tasks include review of contractor's material submittals, responding to requests for information, review of alternates or modifications, attendance at construction phase meetings, reviewing and processing of monthly pay requests, preparation of periodic progress reports, punch list inspections, etc.

ADDITIONAL SERVICES

Should services be required that exceed the scope of this proposal, those tasks will be undertaken with your authorization at our standard hourly rates or by separate proposal. Examples of additional services include:

- Landscape Architecture
- Floodplain hydrologic and hydraulic modeling, FEMA submittals, etc.
- Architectural engineering (mechanical, electrical, plumbing, structural, fire protection, data, communications, security)
- Archaeological and cultural assessments
- Lighting design
- 3rd Party Utility Design/Coordination
- GCEC Underground Power Design/Coordination
- Fence, Screen and Retaining wall design
- Pool and other amenity feature designs
- Offsite utility system design
- Additional lift station design ($25,000 each)
- Plat preparation & processing, easement preparation & recording, coordination at public meetings, setting lot markers & pins, etc.
- Meetings & coordination with attorneys or home builders
- Any other services not specifically described above

REIMBURSABLE EXPENSES

The following are examples of reimbursable expenses to be recovered by Panhandle Engineering:

Prints, Copies, Courier Services, Certified Mail, Permit Application Fees, and Travel over 50 miles.

COMPENSATION

Panhandle Engineering Scope/Tasks	Fee
Preliminary Development	$ 37,357.50
Design & Engineering	$149,430.00
Site Permitting	$ 62,262.50
Subtotal of Subdivision Design & Permitting (@ $850 per lot)	$249,050.00
Post-Construction Permit Certifications	$ 5,000.00
CIVIL ENGINEERING SUBTOTAL	**$254,050.00**

Sub-Consultant Scope/Tasks	Fee
Surveying	$ 28,500.00
Ecological Sciences	$ 35,810.00
Geotechnical Engineering	$ 8,150.00
Subtotal of Sub-Consultant Fees	$ 72,460.00
LUMP SUM SUBTOTAL	**$326,510.00**
Construction Phase Services	$Hourly
Additional Services	TBD, as requested
Reimbursable Expenses	@ Cost
Additional Sub-consultant services	@ Cost + 10%

If the conditions of this proposal are satisfactory, please sign this proposal below and the attached Professional Service Agreement (PSA) and Terms and Conditions. Return an executed copy of each for our records.

We appreciate your consideration of ***Panhandle Engineering*** and look forward to providing you with prompt professional services. Should there be any questions or need for any additional information, please do not hesitate to contact me at 850-763-5200 or by email at jdc@panhandleengineering.com.

Sincerely,

PANHANDLE ENGINEERING

Doug Crook, P.E., LEED AP
Vice President

ACCEPTANCE:

BY: _____

NAME: Andrew Rhinehart

FOR: Oakley Rhinehart Cassidy, LLC

DATE: 2-2-26

Cc: Chris Forehand, P.E., President

PANHANDLE ENGINEERING

PROFESSIONAL SERVICES AGREEMENT

600 Ohio Avenue, Lynn Haven, FL 32444
www.panhandleengineering.com

CLIENT NAME Mr. Andrew Rhinehart

DATE January 27, 2026

MAILING 346 E. Central Ave.

PROJECT PE File # 1909.05

ADDRESS Winter Haven, FL 33880

PROJECT DESCRIPTION AND LOCATION Professional consulting and engineering services for Phase II of the proposed subdivision project in Panama City, Florida.

The CLIENT hereby requests performance of the following service(s):*
Per Proposal Letter Dated: January 27, 2026
To: Mr. Andrew Rhinehart
From: Doug Crook, P.E., Vice President

*Please note that any modifications to services requested may result in additional fees.

Compensation by the CLIENT to PE, Inc. Per Proposal Letter Dated: January 27, 2026
To: Mr. Andrew Rhinehart
From: Doug Crook, P.E., Vice President

PE, Inc. shall be paid $_____ as a retainer upon execution of this agreement.

REAL PROPERTY
Shelton Parcel (PID 03875-000-000)

Copy of Owner's Deed:

Attached ☐ In PE, Inc. File ☒
Other

Property Owner Oakley Rhinehart Cassidy, LLC

BILLING/PAYMENT
Contact Person Doug Crook, P.E.

Payments to be remitted to
Panhandle Engineering, Inc. at:
600 Ohio Avenue
Lynn Haven, Florida 32444

Services covered by this Agreement will be performed in accordance with the Terms and Conditions stated on attached documents or schedules. This Agreement supersedes all prior agreements and understanding and may only be changed by written amendment executed by both parties.

THIS IS A BINDING LEGAL CONTRACT: Please sign, date, and return one copy. Retain a second copy for your files. Execution of this Agreement by a CLIENT is authorization for PE, Inc. to proceed with the work as provided for in this Agreement. This Agreement may be withdrawn by PE, Inc. if not accepted within 30 days.

FOR PANHANDLE ENGINEERING, INC.
We agree to perform the work as described above.

By _____

Name Doug Crook, P.E.

Title Vice President Date 01/27/2026

FOR THE CLIENT
The work described is authorized and the Terms and Conditions are accepted.

By _____

Name Mr. Andrew Rhinehart

Title Managing Principal Date 2-2-26

PANHANDLE ENGINEERING

TERMS AND CONDITIONS TO PROFESSIONAL SERVICES AGREEMENT (the "Agreement")

PROJECT NAME: Shelton Property Phase II

1. PAYMENT TO Panhandle Engineering, Inc. (PE)

Periodic invoices will be issued by PE for all work performed under this Agreement. Invoices are due and payable upon receipt.
If Oakley Rhinehart Cassidy, LLC (CLIENT) has an objection to any invoice, CLIENT will so advise PE in writing within ten (10) days of receipt of the invoice and CLIENT and PE shall attempt to resolve the objection. In the absence of any written objection, it is agreed that CLIENT accepts and will pay such invoice. Interest at the rate of 1% per month (12% per annum) for amounts due under this Agreement will be charged on all past due amounts starting on the 31st day after the date of invoice, unless not permitted by law, in which case interest will be charged at the highest amount permitted by law. Payments will first be credited to interest and then to principal. If CLIENT fails to make any payment due to PE within 30 days after the date of invoice, PE may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until PE has been paid in full the amounts due. The internet rate shall apply to both pre and post judgement balance until all is paid.

2. LITIGATION ASSISTANCE

In the event of any legal or other controversy in connection with the CLIENT's project and requiring the services of PE the CLIENT will compensate PE on a time and material basis for work performed (including, but not limited to, time spent in depositions and court as witnesses, preparation time for such appearances, and any other time spent conferring with the CLIENT or CLIENT's representatives) at the employee's billing rate at the time the work is performed. In addition, CLIENT will reimburse PE for all direct expenses incurred.

3. PROJECT SIGN

CLIENT shall permit PE to display a project sign not to exceed 48" x 96" in size, at a location on the job site approved by the CLIENT.

4. OPINIONS OF COST, FINANCIAL CONSIDERATION, AND SCHEDULES

Any opinions of costs, financial analyses, economic feasibility projections, or estimated completion schedules provided for herein are to be prepared on the basis of PE's experience and judgement in applying presently known data. It is recognized that PE has no control over the following: the cost of labor and materials; unknown or latent condition of existing equipment or structures; competitive bidding procedures and market conditions; and time or quality of performance by third parties. It is also recognized that PE has no control over other economic and operational factors which may materially affect the ultimate cost or schedule. Therefore, PE does not warrant that proposals, bids, or actual construction costs, financial analyses, economic feasibility projections, or schedules will not vary from PE's opinion, projections, or estimates.

5. CLIENT PROVIDED SERVICES AND INFORMATION

The CLIENT shall provide to PE all technical data in the CLIENT's possession or control, including reports, maps, legal descriptions, surveys, borings, foundation analysis and groundwater movement analysis, and

all other information reasonably required by PE and/or relating to PE's work on the project. Such information shall include the CLIENT's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards which CLIENT requires to be included. The CLIENT agrees to bear full responsibility for the technical accuracy and content of CLIENT furnished documents and services.

6. STANDARD OF CARE

The standard of care applicable to PE's services will be degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services.

7. WORK STOPPAGE/TERMINATION

If any portion of the CLIENT's project covered by this Agreement is suspended, for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, the CLIENT will pay PE in full for work directly performed on CLIENT's project based upon the completed portion of lump sum tasks or time spent on the project for time and materials tasks according to each employee's standard hourly billing rate plus all direct expenses incurred on or directly for CLEINT's project through the date PE is notified to stop work. If the project is resumed after being suspended for more than three months, PE's compensation shall be adjusted by the rate of inflation during the period from the date this Agreement is entered in to the date the project resumes.

CLIENT or PE may terminate the Agreement at any time and without cause upon ten (10) days written notice to the other party. If CLIENT terminates this Agreement for any reason, other than the failure of PE to perform in accordance with the terms of this Agreement, or if PE terminates this Agreement for any reason, the CLIENT will pay PE in full for services rendered and direct expenses incurred on or directly for the CLIENT's project prior to the date of termination.

If no notice of termination is given, relationships and obligations created by this Agreement, except paragraphs 2 and 8 through 15, will terminate upon completion of all applicable requirements of this Agreement.

8. INDEMNIFICATION

PE agrees to indemnify the CLIENT for claims within the limitation of liability set forth herein arising solely from negligent acts, errors or omissions of PE in the performance of professional services under this Agreement.

CLIENT agrees to indemnify and hold PE harmless from all liability, loss and expense, including reasonable attorney fees, arising out of PE's faithful performance of this Agreement.

9. HAZARDOUS SUBSTANCE INDEMNIFICATION

PE herby states, and CLIENT acknowledges, that neither PE nor PE's subconsultants have any professional liability (errors and omissions) or other insurance, and neither is able to reasonably obtain such insurance, for claims or claim expenses arising out of the performance of or failure to perform professional services related to asbestos or hazardous waste pollutants. Accordingly, CLIENT hereby agrees to bring no claim for negligence, breach of contract, indemnity, or other action against PE Its principals, employees, agents, and consultants which relate to asbestos or hazardous waste pollutants. If such claim in any way relates to asbestos or pollutants in the project, CLIENT further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless PE Its principals, employees, agents and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges of attorneys and court and arbitration costs, arising out of or resulting from the performance of PE's services hereunder, or claims brought against PE by third parties and arising from PE's services or other services and/or work related to asbestos and/or hazardous waste pollutant activities performed pursuant to this Agreement.

10. RE-USE OF DOCUMENTS

All reports, original final reproducible drawings, plans, specifications, calculation, studies/software program files, models, notes and memoranda, assembled or prepared by PE pursuant to this Agreement are instruments or service in respect to the project, and PE shall retain an ownership and property interest therein, whether or not the project is completed. CLIENT may make and retain copies for information and reference in connection with the project; however, such documents are not intended or represented to be suitable for re-use by CLIENT or others on extensions of the project or on any other project. Any reuse without written verification or adoption by PE for the specific purpose intended will be at CLIENT's sole risk and without liability or real exposure to PE and PE's subconsultants and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adoption will entitle PE to further compensation at rates to be agreed upon by CLIENT and PE.

CONDITIONS OF USE ACKNOWLEDGEMENT DIGITAL DATA

PE, for the convenience of the CLIENT; on occasion provides digital data for the express use of the CLIENT. It should be understood that the following conditions apply to any digital data transmitted.

Digital data either hand delivered or electronically transmitted may be subject to change without notice. Responsibility for the accuracy at time of receipt is solely that of the user. This Condition of Use shall be supplied with all digital data transmitted. It is expressly understood that the signed and sealed documents take precedence over any magnetic or electronically stored medium. ***PE*** makes no warranties, expressed or implied, concerning the accuracy of the information contained in any documents transmitted or reviewed by computer or other electronic means.

11. LIMITATION OF LIABLITIY

Notwithstanding any other provision of this Agreement, and unless otherwise subject to a greater limitation, PE's total liability to CLIENT for any loss or damage, including but not limited to special and consequential damages, loss of use and loss or profit arising out of or in connection with the performance of services or any other cause, including PE's professional negligent acts, errors or omissions, shall not exceed $50,000 or the total compensation received by PE hereunder, whichever is less, and CLIENT hereby releases and holds harmless PE from any liability above such amount.

PURSUANT TO FLORIDA STATUTE 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF PE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

12. ASSIGNMENT

This Agreement shall not be assigned by the CLIENT in a whole or in part, without the prior written consent of PE and no assignment of the Agreement shall be effective until the assignee assumes in writing the obligations of the CLIENT, and delivers such written assumption to PE. In addition, this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, and legal representatives.

13: ENTIRE AGREEMENT, SEVERABILITY, AND INTERPRETATION

This Agreement represents the entire agreement between CLIENT and PE. Additional services not outlined in this Agreement, changes in the scope of services outlined in this Agreement or other amendment(s) to the terms of this Agreement will be separately negotiated by CLIENT and PE and will be documented in a written Amendment(s) to this Agreement. If any of the terms or conditions contained in this Agreement is, to any extent, held to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each term and condition of this Agreement shall be valid and enforced

to the fullest extent permitted by law. The law of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

14. ARBITRATION

In any dispute arising out of or related to this contract or the work described herein, at the election of PE, the matter shall be arbitrated under the rules of the American Arbitration Association with venue in Bay County, Florida. In the event PE does not elect arbitration, the matter shall proceed to a court of competent jurisdiction with venue being in Bay County, Florida.

15. ATTORNEY FEES

In any dispute arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court cost to be assessed by a court of competent jurisdiction. Attorney fees shall be recoverable whether the dispute is presented to arbitration, trial court, or appellate court.

By: _____

Name: Andrew Rhinehart Title: Managing Partner

Corporation Name: Oakley Rhinehart Cassidy, LLC

Date: 2-2-26

PANHANDLE ENGINEERING

STANDARD BILLING RATES

January 1, 2026

CLASSIFICATION	HOURLY RATES
PROJECT ENGINEER I (EI)	$135.00
PROJECT ENGINEER II (EI)	$145.00
PROJECT ENGINEER III (EI)	$155.00
SR. PROJECT ENGINEER III (EI)	$175.00
PROJECT MANAGER (PE) I	$195.00
PROJECT MANAGER (PE) II	$205.00
PROJECT MANAGER (PE) III	$215.00
SENIOR PROJECT MANAGER (PE)	$225.00
SENIOR ENGINEER (PE)	$205.00
SR. EXECUTIVE (PE)/ PROJECT MANAGER	$235.00
SR. ENGINEER/MANAGER/FIRM PRINCIPAL (PE)	$285.00
LITIGATION SUPPORT (PE)	$300.00
EXPERT WITNESS (PE)	$350.00
ENGINEER TECHNICIAN I	$80.00
ENGINEERING TECHNICIAN II	$90.00
ENGINEERING TECHNICIAN III/ PROJECT ADMINISTRATOR	$100.00
SR. ENGINEER TECHNICIAN	$110.00
CADD TECH I	$105.00
CADD TECH II	$110.00
CADD DESIGNER III	$125.00
SR. CADD DESIGNER	$135.00
RESIDENT COMPLIANCE SPECIALIST	$110.00
INSPECTOR I/ NON-FDOT CERTIFIED	$85.00
INSPECTOR II/ FDOT CERTIFIED	$90.00
INSPECTOR III/ FDOT CERTIFIED	$95.00
SR. INSPECTOR/ FDOT CERTIFIED	$100.00
ADMIN ASSISTANT	$80.00
SR. ADMIN ASSISTANT/ ASST ACCTING / PROJECT COORDINATOR	$90.00
EXECUTIVE ADMIN ASSISTANT/ ACCOUNTING	$105.00

STANDARD BILLING RATES APPLY TO SERVICES PERFORMED MONDAY THRU FRIDAY (8AM-5PM) EXCEPT HOLIDAYS

A FACTOR OF 1.5 IS APPLIED FOR SERVICES PERFORMED AT ALL OTHER TIMES

STANDARD BILLING RATES DO NOT INCLUDE REIMBURSABLE EXPENSES SUCH AS COPIES, TRAVEL, AND EXPRESS MAIL

COMPENSATION FOR GEOTECHNICAL, TRAFFIC, ENVIRONMENTAL, AND OTHER SPECIALTY SUBCONSULTANTS ARE NOT INCLUDED IN THE ABOVE TABLE AND WILL BE RECOVERED AT RATES IDENTIFIED BY THE CONSULTANT/ENGINEER PLUS 15% MARKUP FOR COORDINATION

SECTION IX

SECTION C

SECTION 1

Panama City North
Community Development District

Funding Request #2
September 2, 2026

Bill to: SE Land Dev, LLC

	Payee		General Fund FY2026
1	**Governmental Management Services**		
	Invoice# 1 - Management Fees - August 2026	$	3,583.33
2	**Kilinski Van Wyk PLLC**		
	Invoice# 15649 - General Counsel - June 2026	$	4,409.50
3	**Supervisor Fees - 7/29/26 Meeting**		
	Andrew Rhinehart	$	215.30
	Albert S. Cassidy	$	215.30
	Nicholas Rhinehart	$	215.30
	Matthew Cassidy	$	215.30
	Austin Childree	$	215.30
	Total:	**$**	**9,069.33**

Please make check payable to:

Panama City North CDD
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822

Panama City North
Community Development District

Funding Request #3
September 18, 2026

Bill to: SE Land Dev, LLC

	Payee	General Fund FY2026	General Fund FY2027
1	**EGIS Insurance & Risk Advisors**		
	Invoice# 34098 - General Liability - Renew Policy		$ 5,000.00
2	**Governmental Management Services-CF**		
	Invoice# 2 - Management Fees - September 2026	$ 3,586.04	
3	**Kilinski Van Wyk PLLC**		
	Invoice# 15649 - General Counsel - June 2026	$ 4,465.04	
4	**USA Today**		
	Invoice# 0007866525- Legal Advertising	$ 1,122.39	
	Sub Total:	**$ 9,173.47**	**$ 5,000.00**
	Total:		**$ 14,173.47**

Please make check payable to:

Panama City North CDD
6200 Lee Vista Blvd, Suite 300
Orlando, FL 32822