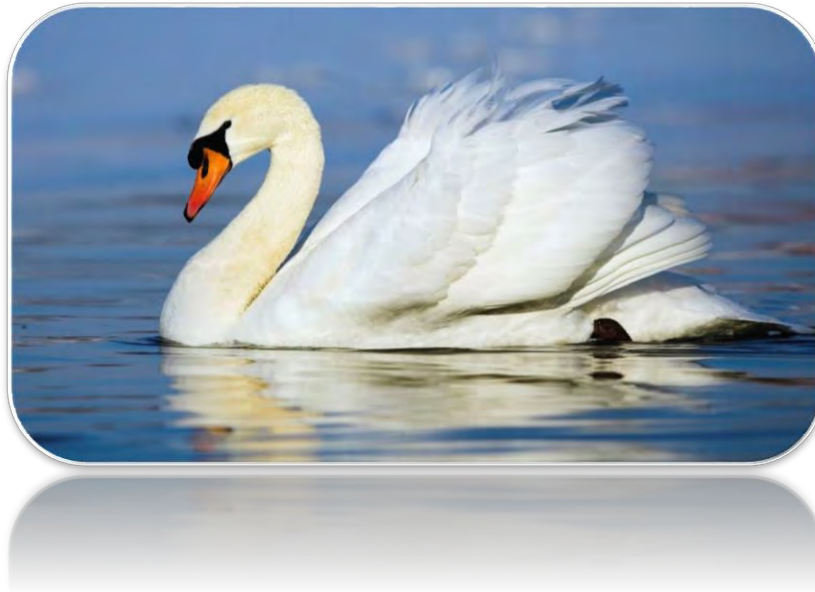


FIRETHORN COMMUNITY DEVELOPMENT DISTRICT



MEETING AGENDA

JUNE 11, 2025

PREPARED BY:

JPWARD & ASSOCIATES, LLC, 2301 NORTHEAST 37TH STREET, FORT LAUDERDALE, FL 33308

T: 954-658-4900 E: JimWard@JPWardAssociates.com

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

June 4, 2025

Board of Supervisors

Firethorn Community Development District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Firethorn Community Development District will be held on **Wednesday, June 11, 2025, at 1:00 P.M.** at the **Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221.**

The following Webex link and telephone number are provided to join/watch the meeting remotely.

<https://districts.webex.com/districts/j.php?MTID=mdff6ba4034fd5d48b8508b9d5d41e4b8>

Access Code: **2341 854 2154**, Event password: **Jpward**

Or phone: **408-418-9388** access code **2341 854 2154**, password: **Jpward** to join the meeting.

The Public is provided two opportunities to speak during the meeting. The first time is on each agenda item, and the second time is at the end of the agenda, on any other matter not on the agenda. These are limited to three (3) minutes and individuals are permitted to speak on items not included in the agenda.

Agenda Item

1. Call to Order & Roll Call.
2. Consideration of Minutes:
 - I. May 1, 2025 – Public hearings and Regular Meeting Minutes.
3. Consideration of Award of Bid for the Acquisition of Street Lights and approval of a Street Light Installation Agreement.
 - I. Ranking of Street Light proposal.
 - II. Consideration and approval of the form of Street Light Installation Agreement between the Firethorn Community Development District and Clearworld, LLC.
4. Staff Reports
 - I. District Attorney.
 - II. District Engineer.
 - III. District Manager.
 - a) *Board Meeting Dates for Balance of Fiscal Year 2025*

5. Supervisor's Requests.

6. Public Comments.

The public comment period is for items not listed on the Agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes.

7. Adjournment.

Summary of Agenda

The second order of business is the consideration of the Minutes from the Firethorn Board of Supervisors Public Hearings and Regular Meeting, held on May 1, 2025.

The third order of business is the Award of Bid for the Acquisition of Street Lights and consideration and approval of a Street Light Installation Agreement which was received in response to the District's request for proposals. There was one (1) proposal received from Clearworld, LLC. The procedure required directs the Board to rank the proposal (non-price based) based on the firm's qualifications before awarding a Bid. A ranking form itself is NOT required, and you may use any procedure that you would like. Once the Bid has been awarded, staff must then negotiate a contract with Clearworld, LLC.

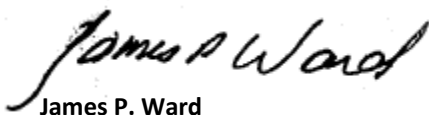
In order to shorten the process somewhat, I have enclosed a form of Street Light Installation Agreement that I will ask the Board to approve, subject only to non-substantive changes that may be needed once I review the agreement with Clearworld, LLC.

The fourth order of business are staff reports by the District Attorney, District Engineer, and the District Manager. The District Manager will report on meeting dates for the remainder of Fiscal Year 2025.

If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly by phoning (954) 658-4900.

Sincerely,

Firethorn Community Development District



James P. Ward
District Manager



The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer

Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald

The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
149987	665190	Print Legal Ad-IPL02351660 - IPL0235166		2	34 L

Attention: Katey Selchan

Firethorn Community Development District (CDD)
2301 Northeast 37th Street
Fort Lauderdale, FL 33308

JimWard@JPWardAssociates.com

NOTICE OF BOARD OF SUPERVISORS MEETING FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Firethorn Community Development District will hold a meeting on **Wednesday, June 11, 2025**, at **1:00 p.m.** at the **Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221**.

This meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for the meeting may be obtained from the office of the District Manager, JPWard & Associates, LLC, 2301 NE 37th Street, Fort Lauderdale, Florida 33308 (Phone 954-658-4900) at least seven (7) days in advance of the meeting. In addition, the meeting agenda will be posted on the District's website at www.Firethorncdd.org.

This meeting may be cancelled or continued to a date, time and location specified on the record at the meeting.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District at (954) 658-4900, at least five (5) days prior to the date of the meetings. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770, for assistance in contacting the District Office.

If any person decides to appeal any decision made with respect to any matter considered at these board meetings, such person will need a record of the proceedings, and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Firethorn Community Development District
James R. Ward, District Manager
IPL0235166
May 25 2025

THE STATE OF TEXAS COUNTY OF DALLAS

Before the undersigned authority personally appeared Mary Castro, who on oath says that he/she is Legal Advertising Representative of the The Bradenton Herald, a newspaper published in Manatee County, Florida, that the attached was published on the publicly accessible website of The Bradenton Herald or by print in the issues and dates listed below.

1 insertion(s) published on:
05/25/25

THE STATE OF FLORIDA COUNTY OF MANATEE

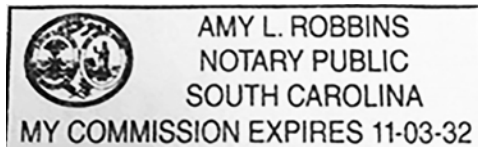
Affiant further says that The Bradenton Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.'

Mary Castro

Sworn to and subscribed before me this 27th day of
May in the year of 2025

Amy Robbins

Notary Public in and for the state of South Carolina,
residing in Beaufort County



Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

1 MINUTES OF MEETING
2 FIRETHORN
3 COMMUNITY DEVELOPMENT DISTRICT
4

5 The Regular Meeting of the Board of Supervisors of the Firethorn Community Development District was
6 held on Thursday, May 1, 2025, at 10:00 A.M. at the Country Inn & Suites, Bradenton-Lakewood Ranch,
7 5610 Manor Hill Lane, Bradenton, Florida 34203.
8

9 **Present:**

10 Josh Tepper	Chairperson
11 Tina Golub	Vice Chairperson
12 Matt Sawyer	Assistant Secretary
13 Corinn Godlevske	Assistant Secretary

14
15 **Absent:**

16 Mike Piendel	Assistant Secretary
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17
18 **Also present were:**

19 James P. Ward	JPWard & Associates
20 Jere Earlywine	District Attorney
21 Victor Barbosa	District Engineer

22
23 **Audience:**

24
25 All residents' names were not included with the minutes. If a resident did not identify
26 themselves or the audio file did not pick up the name, the name was not recorded in these
27 minutes.
28

29
30 **PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS WERE**
31 **TRANSCRIBED IN *ITALICS*.**
32

33
34 **FIRST ORDER OF BUSINESS**

Call to Order

35
36 Mr. James P. Ward called the meeting to order at approximately 10:00 a.m. He reported all Members of
37 the Board were present, with the exception of Michael Piendel, constituting a quorum.
38

39
40 **SECOND ORDER OF BUSINESS**

**Notice of Advertisement of Public Hearings, and
Regular Meetings**

41
42
43 **Notice of advertisement of Public Hearings and Regular Meetings provided.**
44

45
46 **THIRD ORDER OF BUSINESS**

Consideration of Minutes

47
48 **March 6, 2025 – Landowners' Election and Meeting Minutes**

March 6, 2025 – Regular Meeting Minutes

Mr. Ward explained that both sets of minutes are for the March 6, 2025 meeting – the Landowners Election and Meeting Minutes, and the Regular Meeting Minutes. He asked if there were any additions, corrections, or deletions to the Minutes; hearing none, he called for a motion.

On MOTION made by Matt Sawyer, seconded by Corinn Godlevske, and with all in favor, the March 6, 2025 Landowners Election and Meeting, and the March 6, 2025 Regular Meeting Minutes were adopted, and the Chair was authorized to sign.

FOURTH ORDER OF BUSINESS**Public Hearings – Fiscal Year 2025 and 2026 Budgets**

Consideration of Resolution 2025-31, the Board of Supervisors of the Firethorn Community Development District adopting the annual appropriation and budget for Fiscal Year 2025 and Fiscal Year 2026.

Mr. Ward indicated that the primary purpose of the meeting today is a couple of Public Hearings, with the first Public Hearing related to the adoption of your 2025 and 2026 Fiscal Year Budgets. I ask for a motion to open the Public Hearing for purposes of any public comment.

On MOTION made by Corrin Godlevske, seconded by Matt Sawyer, and with all in favor, the Public Hearing was opened.

Mr. Ward indicated to let the record reflect that there are no members of the public present or in person but asks – for the record – if any members of the public are participating by phone or by video. There being none, a request for a motion to close the Public Hearing is in order.

On MOTION made by Matt Sawyer, seconded by Corinn Godlevske, and with all in favor, the Public Hearing was closed.

Mr. Ward asked for any comments or questions from the Board Members on either of the two budgets. There being none, Mr. Ward explained that Resolution 2025-31 is for the primary purpose of adopting the budgets for the partial year budget of Fiscal Year 2025 and for Fiscal Year 2026 are in order and recommended for your consideration. Is there a motion?

On MOTION made by Matt Sawyer, seconded by Josh Tepper, and with all in favor, Resolution 2025-31 was adopted, and the Chair was authorized to sign.

Let the record reflect that the first Public Hearing is now closed.

Consideration of Resolution 2025-32, a Resolution of the Board of Supervisors of the Firethorn Community Development District making certain findings; authorizing a Capital Improvement Plan; Adopting an Engineer's Report; Providing an estimated cost of improvements; Adopting an

Assessment Report; Equalizing, Approving, Confirming and Levying Special Assessments; Addressing the finalization of Special Assessments; addressing the payment of Special Assessments and the Method of Collection; Providing for the allocation of Special Assessments and True-Up Payments; Addressing Government Property, and making provisions relating to the transfer of Real Property to units of Local, State and Federal Government; Authorizing the recording of an Assessment Notice; and providing for severability, conflicts and an effective date.

The second Public Hearing deals with the start of the process related to the imposition of master capital assessments for this District pursuant to Resolution 2025-32.

Mr Ward: Just in the way of some background, in order to levy capital assessments for capital infrastructure within the District, a Resolution is done that sets a public hearing that allows us to move forward with the process of adopting these assessments. This will initially start the notice to all property owners, and is predicated upon the adoption of two (2) reports: one is your Master Engineer's Report prepared by Atwell, which identifies both the types of product mixes that are going to be constructed within the District. Secondly, the estimated cost of the improvements for the entire CDD over that time, with the estimated cost of the improvements which are in the Engineer's Report and is one hundred ten million two hundred forty thousand and sixty dollars (\$110,240,060.00) in District Capital Improvements, there are then identified also within the report, some private development costs, which are the costs of the developer for purposes of the development, but we do not focus on those at all. The types of infrastructure to be constructed within the District include environmental and conservation areas, irrigation system, hardscapes, landscapes, entry features, underground conduit, streetlights, public roadways and pavements, utility water and wastewater distribution systems, sanitary sewer systems – this includes any public community centers and things like that to be done in this particular district, and also improvements for the community itself. This does not bind the District to all of the facilities being constructed, as those will be identified more specifically once the District gets to the point of doing bonds, which of the improvements are going to be constructed by the District and which are not going to be constructed by the District and then issue bonds with respect to the improvement list.

Mr. Sawyer: How much of that is set aside for amenities relating to a public club?

Mr. Ward: \$12.7 million

Mr. Sawyer: Okay

Mr. Ward: From that \$110 million dollar construction cost, we identified the amount of bonds that would need to be issued based on year of capitalized interest fully funding a debt service reserve account, the cost of issuance associated with bonds, bringing the total estimated par debt of all the master infrastructure to \$132,440,000.00. From that \$132 million, we identify that based upon the estimated number of units that are going to be constructed within the project, which is 1,318. We only use that number for purposes of levying assessments, and that number may go down or up as we go through the process and will be more specifically enumerated as we go through the process of actually issuing the bonds. We assign to that development plan what we call an ERU factor that is really just based on a simple calculation of the average front foot units. In this instance, we use, for example, 40 to 49 foot, 50 to 59 foot, and on and on as the products go even bigger or small. We allocate that \$130 million across the development plan to assign a total part that are allocated to each of these units. From there, we go to Resolution 2025-32, and this is where I will let Jere pick up this part of the conversation on the resolution itself and identify for you the salient points of the Resolution.

143
144 *Mr. Earlywine: Thank you so much, Jim. This is our debt assessment resolution, just as Jim said. Both of*
145 *the reports are the predicates for this resolution and they contain certain finds that I'll just put on the*
146 *record here first off. The Engineer's report identifies that there is substantial benefit to the lands within*
147 *the district to justify the assessment. And it is also feasible and the costs are reasonable in line with*
148 *market conditions. Those are necessary findings for your meeting today and your decision today. Second,*
149 *with respect to Jim's report and the Engineer's report, it shows that there is sufficient benefit to justify*
150 *the assessments. The first couple pages of this resolution basically deal with those findings and speak to*
151 *the fact that you all sit as an equalizing board had the opportunity to make changes to the assessments*
152 *and that sort of thing.*

153 *Section three actually authorizes the construction of the project.*

154 *Section four sets forth the estimate cost of the improvements.*

155 *Section five adopts your assessment report.*

156 *Section six is what actually finalizes the levy of the assessments.*

157 *And then it also speaks to the supplemental assessment resolution with the idea here is that the lien is*
158 *ineffective until we actually go to issue bonds, so we'll finalize that you know the ERU use and the*
159 *assessment numbers once we get closer to a bond issue. At that point you'll have a supplemental*
160 *resolution that will finalize the assessments.*

161 *There are also some other things in Section six which are interesting and one is there is adjustments to*
162 *the debt assessments based on boundary amendments or adjustments to acreage on parcels, and deals*
163 *with contributions. Oftentimes you all will adjust the assessments based on your builder contracts or*
164 *whatnot, so contributions that are due, and also deals with impact fee credits I doubt will have to deal*
165 *with those but that's provided for if we need them.*

166 *Section seven speaks to the finalization of debt assessments once the project is made, and Section eight*
167 *sets forth all the payment provisions in terms of prepayments and going on the tax roll and all that sort*
168 *of thing.*

169 *And then true ups are set forth in Section nine. I think you guys understand what true ups are if, for*
170 *example, you all go out and you issue bonds for 300 lots and you only deliver 290.*

171 *Then the assessments that would otherwise be due on those missing 10 lots would be due and payable.*
172 *So that's what the true up process is for. Beyond that, I think the balance of the provisions are ministerial*
173 *and I'd be happy to answer any questions about the Resolution.*

174
175 *Mr. Ward states the first thing I'm going to do is ask to open your Public Hearing and a motion.*
176

177 **On MOTION made by Josh Tepper, seconded by Matt Sawyer, and**
178 **with all in favor, the Public Hearing was opened.**

179
180 *The record will show that there are no members of the public present or on audio or video today. Are*
181 *there any questions or comments or testimony related to this public hearing? Hearing none, a motion to*
182 *close your public hearing would be in order.*
183

184 **On MOTION made by Josh Tepper seconded by Matt Sawyer, and with**
185 **all in favor, the Public Hearing was closed.**

186
187 *Mr. Ward indicates that a motion to adopt Jere's Resolution 2025-32 would be in order.*
188

189 **On MOTION made by Josh Tepper seconded by Corinn Godlevske, and**
190 **with all in favor, Resolution 2025-32 was adopted, and the Chair was**
191 **authorized to sign.**

192
193 *Mr. Ward: The final public hearing today is related to what we call the uniform method of collection for*
194 *your non-ad valorem assessments. In Florida, there is a process presented in Chapter 197 of the Statutes*
195 *that require the adoption of a resolution at a public hearing that indicate to both the State and the*
196 *Property Appraiser and Tax Collector in the County in which the District is located that the District*
197 *intends to put the assessments on the tax bills in a future year. We can do that as early as November of*
198 *this coming year or another time in a future year. The adoption of the Resolution pursuant to the Public*
199 *Hearing today sets up a process where we then notify the State that we have adopted this resolution and*
200 *are going to the use uniform method of collection, which will trigger another process that we are sent*
201 *agreements with the Property Appraiser and Tax Collector to allow us to put those on the tax bill, and*
202 *those agreements will be brought to a future meeting for approval and signature, and completes the*
203 *process to allow the District to legally put non-ad valorem assessments on the tax bills.*

204
205 Mr. Ward states that the First thing I'm going to do is ask for a motion to open your public hearing.
206

207 **On MOTION made by Tina Golub seconded by Corinn Godlevske, and**
208 **with all in favor, the Public Hearing was opened.**

209
210 The record will show that there are no members of the public present or on audio or video today. Are
211 there any questions or comments or testimony related to this public hearing? Hearing none, a motion to
212 close your public hearing would be in order.
213

214 **On MOTION made by Tina Golub seconded by Matt Sawyer, and with**
215 **all in favor, the Public Hearing was closed.**

216
217 Mr. Ward asks if there are any questions from the board on this resolution?
218

219 Mr. Sawyer asks so you say we get those out as early as this year?
220

221 Mr Ward indicates yes.
222

223 Mr. Sawyer asks when do we want to put it on?
224

225 Mr. Ward indicates that will depend on whether you want to levy your general fund assessments or
226 alternatively the capital fund assessments. I think it's too early for the general fund assessments and it
227 will have to be determined over the next couple of months when you are going to do the bond issue. It
228 could be as early as this November, but I kind of doubt that as it's a little early. So, probably next year,
229 but at least we have it in place.
230

231 Mr Ward indicates that a motion to adopt Resolution 2025-33 would be in order.
232

On MOTION made by Matt Sawyer, seconded by Corinn Godlevske, and with all in favor, Resolution 2025-33 was adopted, and the Chair was authorized to sign.

FIFTH ORDER OF BUSINESS**Consideration of a Budget Funding Agreement**

Consideration of a Budget Funding Agreement between Taylor Morrison of Florida, Inc., and the District to fund the District's Fiscal Year 2025 & 2026 General Fund Operating Budgets in lieu of the District levying assessments.

Mr. Ward stated that this item is an agreement between the District and Taylor Morrison to fund your operating costs of the budgets for Fiscal Year 2025 and Fiscal Year 2026. This is a standard form of Agreement that Taylor Morrison has signed in the past. If you have any questions, I would be glad to answer them for you. Otherwise, it is recommended for your consideration.

On MOTION made by Josh Pepper, seconded by Tina Golub, and with all in favor, the Budget Funding Agreement between Taylor Morrison of Florida, Inc., and the District to fund the District's Fiscal Year 2025 & 2026 General Fund Operating Budgets in lieu of the District levying assessments was adopted, and the Chair was authorized to sign.

SIXTH ORDER OF BUSINESS**Consideration of Resolution 2025-34**

Consideration of Resolution 2025-34, a Resolution of the Board of Supervisors designating dates, time, and location for regular meeting of the Board of Supervisors for the remainder of Fiscal year 2025 and Fiscal Year 2026

Mr. Ward indicates the sixth order of business is the consideration of Resolution 2025-34, a Resolution of the Board of Supervisors adopting and setting the proposed meeting schedule for Fiscal Year 2026. The Board Meeting dates for Fiscal Year 2026 are the first Thursday of each month at 2:30 p.m. at the Artisan Lakes Clubhouse, 4725 Los Robles Court, Palmetto, Florida 34221. It also changes the balance of this year's meetings to that particular location, and also changes the time to 2:30 p.m. So, this is the Matt Sawyer resolution.

On MOTION made by Matt Sawyer, seconded by Tina Golub, and with all in favor, Resolution 2025-34 was adopted, and the Chair was authorized to sign.

SEVENTH ORDER OF BUSINESS**Consideration of Proposal to provide Audit Services**

The seventh order of business is the consideration of the ranking of the Auditor proposals that were received in response to the District's request for qualifications. There were two proposals received, from the firms Grau & Associates, and Berger, Toombs, Elam, Gaines & Frank. The required procedure

requires the Board to rank the proposals (non-price-based proposals) based on each firm's qualifications, and I have enclosed an auditor ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, we will enter into an agreement with the Number One (1) ranked firm – the form of which is included in the Request for Proposal, subject only to non-substantive changes that may be needed.

Mr. Ward stated that item seven is the consideration of Audit Service proposals. The Statute requires us to go through the process to advertise for auditors, and we have done that. They are qualification based, similar to what you do for an Engineer. This is the auditor's full employment act in the State. We have received two proposals – one from Grau and Associates, and the other from Berger Toombs. Both of those two auditors do all of my Districts. I had my team rate them, and Grau is number one with 35 points, and Berger Toombs is rated number two at 28 points. Grau came in at \$18,000 for your audit over a five-year period, and Berger Toombs came in with a price of \$21,250 – both over a five-year period. Staff recommends the Board rank Grau number one and Berger Toombs number two and authorize staff to enter into an agreement with Grau and Associates.

On MOTION made by Matt Sawyer, and seconded by Corrin Godlevske with all in favor, the Grau and Associates proposal was ranked number one, and authorizes staff to enter into an agreement with Grau and Associates for auditor services.

EIGHTH ORDER OF BUSINESS

Ranking of Engineering Proposal

Ranking of engineering proposal to serve as District Engineer and consideration and approval of a Master Engineering Services Agreement.

- a) Ranking of engineering proposals.
- b) Consideration and approval of the form of Master Engineering Services Agreement between the Firethorn Community Development District and the chosen firm for Engineering Services.

The eighth order of business is the consideration of the ranking of the engineering proposals that were received in response to the District's request for qualifications. There was two (2) proposals received were from the Engineering Firms; Atwell Engineering, and Alliant. The required procedure requires the Board to rank the proposals, (non-price based) based on each firm's qualifications, and I have enclosed an engineering ranking form for your use. The ranking form itself is NOT required, and you may use any procedure that you would like. Once ranked, staff must then negotiate a contract with the number one ranked firm and that proposed agreement will then be brought to the Board.

In order to shorten the process somewhat, I have enclosed a form of engineering services agreement that I will ask the Board to approve, subject only to non-substantive changes that may be needed once I review the agreement with the number one (1) ranked firm.

Mr. Ward stated that item eight a) is the consideration of Engineering proposals. The Statute requires us to go through the process to advertise for engineering services, and we have done that. They are qualification based, similar to what you do for an Auditor. Two proposals were received: one from Atwell, and the other from Alliant Engineering Services. Both of the proposals are included in your

agenda package. The Statute does require that you rank them number one and number two. Whoever is ranked at number one, we will turn around and enter into an Agreement with that particular firm for Engineering Services on behalf of the District. I'll ask that the board discuss and rank the engineering firms as you deem appropriate.

Mr. Sawyer stated he has only ever worked with Atwell.

Ms. Golub asked Mr. Sawyer if he has ever worked with Alliant.

Mr. Sawyer indicated he has never heard of nor worked with Alliant. He recommends that Atwell is ranked number one, and Alliant is ranked number two.

Mr. Ward asked if there were any questions; hearing none, he called for a motion.

On MOTION made by Matt Sawyer, seconded by Josh Tepper, and with all in favor, the engineering firm of Atwell was ranked number one, and the firm of Alliant was ranked number two.

Mr. Ward indicated that the form of an Agreement for the master engineering services was included in the agenda package and asked for a motion to adopt the form of agreement with the number one firm, which is Atwell.

On MOTION made by Tina Golub, seconded by Corrin Godlevske, and with all in favor, the form of Agreement for Engineering Services was approved with Atwell, and the Chair was authorized to sign.

NINTH ORDER OF BUSINESS

Staff Reports

I. District Attorney

Mr. Jere Earlywine: We've got our bond validation coming up on May 6 in the morning, it is a virtual hearing so we are happy to have that early date. Jim, if you want to dial in and Victor dial in, I think that will get us square away. Anyone else is welcome to join too. As soon as that hearing is done, my guess is that the judge will probably issue judgment that day. We've been in front of them before and it's a pretty good setup, which means we should be in a position to legally be able to issue bonds after the 30-day appeal period expires, by the mid-June timeframe.

II. District Engineer

Mr. Ward congratulated Mr. Barbosa and welcomed him as the permanent Engineer for the District and asked if he had anything to report to the Board.

Mr. Barbosa stated thank you very much. We are getting close to finalizing the utilities for the first phase of Firethorn and conveying those to the County. Before that happens, we need to convey those to the District first. We will be putting together the acquisition pages to present to the Board. Not sure if that is something that we can discuss or take any action today, or if it needs to wait for the next meeting.

Mr. Earlywine: Jim, do you want to authorize or bring the documents back – it's your preference.

Mr. Ward: But we adopted the resolution earlier in the meeting to allow us to move forward with that and just ratify at the next meeting, so we can just move forward with it.

Mr. Barbosa: Other than that, I think that's all I have to report today.

Mr. Ward: Is there anything from the board?

Mr. Sawyer: Thanks, Victor

Mr. Barbosa: You're welcome.

Mr. Ward: No members of the audience are in person or on audio or video, so a motion to adjourn would be in order.

III. District Manager

Nothing further to report.

TENTH ORDER OF BUSINESS

Supervisor's Requests

Mr. Ward asked if there were any Supervisor's Requests; there were none.

ELEVENTH ORDER OF BUSINESS

Public Comments

Public comment period is for items NOT listed on the agenda, and comments are limited to three (3) minutes per person and assignment of speaking time is not permitted; however, the Presiding Officer may extend or reduce the time for the public comment period consistent with Section 286.0114, Florida Statutes

There were no public comments. There were no members of the public present.

TWELFTH ORDER OF BUSINESS

Adjournment

Mr. Ward adjourned the meeting at approximately 10:21 a.m.

**On MOTION made by Matt Sawyer, seconded by Corinn Godlevske,
and with all in favor, the Meeting was adjourned.**

Firethorn Community Development District

James P. Ward, Secretary

Josh Tepper, Chairperson

DRAFT



LIGHTING THE WAY IN SOLAR LED TECHNOLOGY

Sales Proposal

Firethorn Phase 1A

16th May 2025



Proposal Summary

This proposal is for 73 RetroFlex Systems & adds new LED off-grid solar powered lighting solutions while eliminating the need for conventional street lighting infrastructure.

Benefits of RetroFlex New Installations:

- **Reduced costs and maintenance:** Installing the RetroFlex is an easy decision for any projects requiring new infrastructure or in lieu of replacing existing infrastructure. RetroFlex can provide you with up to 100% savings on recurring costs; it also eliminates the need for trenching and reduces costs for new infrastructure. It can also be installed to replace existing infrastructure to eliminate significant repair and replacement costs.
- **Reliability and Safety:** When the grid goes down, RetroFlex won't leave you in the dark, and it provides improved illumination to help reduce crime.
- **Environment:** ClearWorld's Retroflex eliminates the carbon footprint of traditional utility light poles.
- **Moveable:** CW units are easy to move and install for temporary lighting infrastructure or permanent installations.
- **10 year parts warranty**
- **Dimmable-** set three schedule dimming with including Bluetooth application

ClearWorld Planning & Support:

ClearWorld coordinates site planning with the customer to ensure adequate lighting based on the customer's needs. ClearWorld provides shading analysis to the customer prior to any installations to ensure proper sunlight levels during all seasons and all-weather conditions. This shading analysis is conducted by ClearWorld at no additional cost to the customer.

Proposal Pricing

The following table is an estimate of the basic RetroFlex system design. The details include costs for RetroFlex, poles and associated hardware.

Product/Work Description	Cost per Unit	# Units	Total Price
250W RetroFlex Solar LED Off-Grid System (Model # RS2502460)	\$2,950.00	42	\$123,900.00
<ul style="list-style-type: none">15' (5" OD) Round Straight Direct Burial Pole40W Type 3 (35) and Type 4 (7) 4000K Bilbao LED Light FixtureAdapter/Tenon24" Vintage Decorative Base	\$1,250.00	42	\$52,500.00
320W RetroFlex Solar LED Off-Grid System (Model # RS3202475)	\$3,450.00	31	\$106,950.00
<ul style="list-style-type: none">20' (5" OD) Round Straight Direct Burial Pole50W Type 4 4000K Bilbao LED Light FixtureAdapter/Tenon24" Vintage Decorative Base	\$1,450.00	31	\$44,950.00
Total Cost for 73 RetroFlex Systems			\$328,300.00

**The Pricing for Systems does not include shipping, any permitting fees, impact fees, or other fees that may be assessed for installation of each system. The Pricing for Systems does not include shipping and handling for delivery. All contract terms and conditions shall be mutually agreed to by the parties.*

Payment terms: 50% down payment to begin production. The remaining balance is due within 30 days of receipt of goods.

RetroFlex System Warranty Information

1. Overall full system parts warranty for 10 years.
2. Solar Panels: 25 years.
 - At least 90% output on Years 0-10
 - At least 83.5% output on Years 10-20
 - At least 80% output on Years 20-25

All warranted components are repaired or replaced by ClearWorld through its component providers. ClearWorld reserves the right to void the warranty if a warranty claim is a result of third party components, improper installation or extreme operating conditions exceeding the system specifications.

RetroFlex is designed for zero maintenance on exterior components. The flexible solar array requires no cleaning and is protected by 7 layers of 3M film super-barrier technology.

¹ Battery autonomy at preset lighting schedule is approximately 80 hours with no charging. ² Battery discharge is managed via predefined low voltage disconnect. ³ Lighting schedule is preset to arrive, sunset to sunrise at 50% light output prior to agreed schedules.



Proposal – Additional Details

ClearWorld Manufacturing & Quality Controls

ClearWorld continues to expand its QC systems to ensure RetroFlex continues to be the most reliable, effective solar LED lighting solution system on the market. RetroFlex is manufactured at our facility in Louisiana and shipped directly to customer locations nationwide. We maintain a spare parts inventory and expert technicians on-hand to remedy any customer issues postinstallation. To date, ClearWorld's installed systems have met or exceeded our base performance measures including total illumination and adverse weather performance.

Solar Incentives

ClearWorld's RetroFlex can qualify for Federal Investment Tax Credits and associated accelerated depreciation for taxable entities. These incentives typically reduce overall system costs by ~50% in the form of tax credit and cash equivalent via depreciation. ClearWorld can provide additional details to the City or its partners upon request. *Note: ClearWorld is not offering legal, tax or accounting advice.*

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT
REQUEST FOR PROPOSALS – STREET LIGHTS
AFFIDAVIT REGARDING PROPOSAL

STATE OF LOUISIANA
COUNTY OF JEFFERSON

Before me, the undersigned authority, appeared the affiant, Larry Tittle, and having taken an oath, affiant, based on personal knowledge, deposes and states:

Authorization

1. I am over eighteen (18) years of age and competent to testify as to the matters contained herein. I serve in the capacity of Founder/CEO for ClearWorld LLC ("Proposer") and am authorized to make this Affidavit Regarding Proposals on behalf of Proposer. Proof of such authorization is attached hereto.

2. I assisted with the preparation of, and have reviewed, the Proposer's proposal ("**Proposal**") provided in response to the Firethorn Community Development District Request for Proposals for Street lights. All of the information provided in the Proposal is full and complete, and truthful and accurate. I understand that inclusion of false, deceptive or fraudulent statements, or the failure to include full and complete answers, may constitute fraud, and, that, among other remedies, the District may consider such action on the part of the Proposer to constitute good cause for rejection of the Proposal.

Receipt of Documents

3. The Proposer acknowledges the receipt of the complete Project Manual as provided by the District. Additionally, the Proposer acknowledges receipt of the following addenda:

Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____
Addendum No. _____	Dated _____

Pricing & Non-Collusion

4. The Proposer agrees through submission of the Proposal to honor all pricing information for one hundred and twenty (120) days from the due date of the Proposals. If awarded the contract on the basis of this Proposal, Proposer agrees to enter into and execute the contract substantially in the form included in the Project Manual.

5. I do hereby certify that the Proposer has not, either directly or indirectly, participated in collusion or proposal rigging. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer, or review of any other Proposal, or potential Proposal. Moreover, neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal has been disclosed to any other firm or person who is a Proposer or potential Proposal, and they will not be disclosed before Proposal opening.

6. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.

7. The Proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

8. Neither Proposer nor its affiliates, subsidiaries, officers, director, or employees are currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to a public procurement process, on any public contract, except as follows:

Agreements Regarding Records and Project Manual

9. The Proposer authorizes and requests any person, firm or corporation to furnish any pertinent information requested by the Firethorn Community Development District, or its authorized agents, deemed necessary to verify the statements made in the Proposal, or regarding the ability, standing, integrity, quality of performance, efficiency, and general reputation of the Proposer.

10. By signing below, the Proposer acknowledges that (i) the Proposer has read, understood, and accepted the Project Manual; (ii) the Proposer has had an opportunity to consult with legal counsel regarding the Project Manual; (iii) the Proposer has agreed to the terms of the Project Manual; (iv) the Proposer has waived any right to challenge any matter relating to the Project Manual, including but not limited to any protest relating to the notice, the Proposal instructions, the proposal forms, the contract form, the scope of work, the evaluation criteria, the evaluation process established in the Project Manual, or any other issues or items relating to the Project Manual; (v) the Proposer certifies that he or she has carefully examined the Master Project site and/or related documentation, and checked the foregoing Proposal after the same was completed and has verified every item placed thereon; and (vi) REGARDLESS OF WHETHER A PROTEST OF ANY KIND IS FILED, AND IN ORDER TO AVOID AN IMMEDIATE DANGER TO THE PUBLIC HEALTH, SAFETY AND WELFARE OF THE COMMUNITY, THE PROPOSER AGREES THAT THE DISTRICT MAY IMMEDIATELY PROCEED WITH THE PROJECT PURSUANT TO A CONTRACT WITH THE PROPOSER SELECTED BY THE DISTRICT.

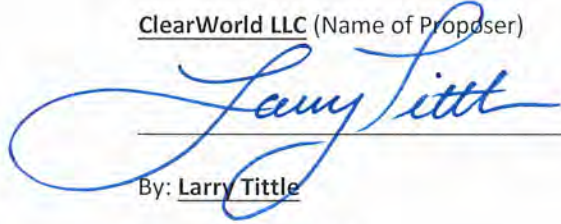
[CONTINUED ON NEXT PAGE]

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AFFIDAVIT REGARDING PROPOSALS AND THAT THE FACTS STATED IN IT ARE TRUE AND CORRECT.

Dated this 23rd day of May, 2025.

(Corporate Seal, if applicable)

ClearWorld LLC (Name of Proposer)



By: Larry Tittle

Title: Founder/CEO

STATE OF LOUISIANA

COUNTY OF JEFFERSON

The foregoing instrument was sworn and subscribed before me this 23rd day of May, 2025, by Larry Tittle of ClearWorld LLC, who is personally known to me or who has produced Driver's License as identification, and did [X] or did not [] take the oath.


Notary Public, State of Louisiana

Print Name: Melvin J. Graziano

Commission No.: 66554

My Commission Expires: At My Death



EXHIBIT: Attach Proof of Authorization to Sign

**PURCHASE ORDER FOR STREETLIGHTS
(AND INSTALLATION AGREEMENT)
FIRETHORN COMMUNITY DEVELOPMENT DISTRICT**

"Owner"

Owner:	Firethorn Community Development District	Seller:	ClearWorld LLC
Address:	c/o JP Ward & Associates, LLC 2301 N.E. 37 th Street Fort Lauderdale, Florida 33308	Address:	ClearWorld LLC 1613 Justin Rd Metairie, Louisiana 70001
Phone:	954-658-4900	Phone:	855-786-5331

"Seller"

"Project"

Name:	Firethorn Street Lighting	ContractDate:	23rd May 2025
Address:	Manatee County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**, and for the purpose of Seller distributing and installing the Goods (together, "**Services**").

Schedule – The Goods shall be delivered within 90 days from the date of this Order, and shall be installed promptly upon delivery.

Tax-Exempt Price – \$328,300

Certificate of Exemption # LA - 2125410-001-400

(see **Exhibit E**)

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods and provide the Services as described herein and comply fully with the terms and conditions hereof.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

CLEARWORLD LLC

Owner

Seller

By:

By:

Name:

Name: **Larry Tittle**

Title:

Title: **Founder/CEO**

Date Executed:

Date Executed: **23rd May 2025**

EXHIBIT A: Proposal with Specifications, including Wind Rating

EXHIBIT B: Terms and Conditions

EXHIBIT C: Assignment of Manufacturer Warranties

EXHIBIT D: Engineer's Certificate re: Installation

EXHIBIT E: Certificate of Entitlement

EXHIBIT A

Vendor to insert proposal AND specifications, including wind rating]

<i>Product Type</i>	<i>Cost/Unit</i>	<i>Quantity</i>	<i>Total Price</i>
250W RetroFlex Solar LED Off-grid System Panel	\$2,950	42	\$123,900
<ul style="list-style-type: none"> 15' (5" OD) Round Straight Direct Burial Pole 40W Type 3 (35) and Type 4 (7) 4000K Bilbao LED Light Fixture Adapter/Tenon 24' Vintage Decorative Base 	\$1,250	42	\$52,500
320W RetroFlex Solar LED Off-Grid System Panel	\$3,450	31	\$106,950
<ul style="list-style-type: none"> 20' (5" OD) Round Straight Direct Burial Pole 50W Type 4 4000K Bilbao LED Light Fixture Adapter/Tenon 24" Vintage Decorative Base 	\$1,450	31	\$44,950

Pricing

Installation

Cost Per Unit	<u>\$700</u>
Number of Units	73
Total Cost	<u>\$51,100</u>

Installation shall include shipping, permitting or any other fees that may be assessed for installation of each light.

EXHIBIT B
TERMS AND CONDITIONS

1. **DISTRIBUTION AND INSTALLATION.** Seller shall be responsible for distributing and installing the Goods in and workmanlike manner, using reasonable care, and according to the terms of this Order, including but not limited to the scope of work described in **Exhibit A**. Seller shall cooperate with District's engineer with respect to the installation of the Goods, and to ensure that District's engineer is able to issue the certification set forth in **Exhibit D**, the provision of which is a material term of this Order.
2. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce, deliver, and install the Goods.
3. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced, delivered and installed within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order.
4. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are (i) delivered at the Project site, (ii) accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance, (iii) installed by Seller, and (iv) certified by District's engineer, using the certification attached as **Exhibit E**.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
5. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2025). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
6. **WARRANTY.** The parties acknowledge that the manufacturer has assigned its manufacturer warranties to the District as set forth in **Exhibit C**, and any such manufacturer's warranties are in addition to the warranties set forth in this section. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
7. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
8. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Taylor Morrison of Florida, Inc. and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part

by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.

9. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$2,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
10. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
11. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.
12. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
13. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
14. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
15. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
16. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
17. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
18. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall

be void.

19. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
20. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
21. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
22. SCRUTINIZED COMPANIES. Supplier certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and Seller shall immediately notify Owner in the event Seller's status changes.
23. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
24. PUBLIC RECORDS. Seller acknowledges that this Order and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
25. CONFLICTS. To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Order to the contrary, the entire contract between the parties shall consist of the Purchase Order and its Exhibits A through E.

EXHIBIT C
MANUFACTURER'S JOINDER

ClearWorld LLC ("**Manufacturer**") represents that it is the manufacturer of the Goods described in that certain *Purchase Order for Streetlights (and Installation Agreement)* ("**Order**") between Firethorn Community Development District and ClearWorld LLC. Manufacturer joins in the Order, and warrants that all Goods furnished under the Order shall be new and of good quality, free from faults and defects, fit for their ordinary purpose, consistent with the specifications set forth in **Exhibit A** to the Order, and meet all state, federal and local code requirements for residential street lights. Buyer, and/or its assignees under the Order, shall have the right to enforce all such warranties directly against Manufacturer, and for all remedies available in law or equity.

ClearWorld LLC

Manufacturer

By 

Name: Larry Tittle

Title: Founder/CEO

EXHIBIT D: ENGINEER CERTIFICATION REGARDING WIND RATING

_____, 2025
Board of Supervisors
Firethorn Community Development District

Re: Firethorn Community Development District

Ladies and Gentlemen:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, a representative of _____, ("**Consulting Engineer**"), as consulting engineer for the Firethorn Community Development District ("**District**"), hereby makes the following certifications:

1. I have reviewed the *Purchase Order for Streetlights (and Installation Agreement)* ("**Purchase Order**") with **ClearWorld LLC** ("**Lighting Provider**"), pursuant to which the Lighting Provider has agreed to provide certain lights and related equipment (together, "**Goods**") in conformance with the specifications in the Purchase Order.
2. The Lighting Provider has represented as part of the specifications that the Goods would be hurricane rated and would be safe and stay operational up to the applicable local wind speed rating which is _____ mph ("**Wind Rating**"), provided that the site conditions are satisfactory for installation.
3. I have inspected the Goods as installed and the site conditions and installation are satisfactory, such that, assuming that the Goods meet the specifications, the Goods also meet the Wind Rating.

_____, P.E.
Florida Registration No. _____
Consulting Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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

EXHIBIT E
CERTIFICATE OF ENTITLEMENT

The undersigned authorized representative of the **Firethorn Community Development District** (hereinafter "**Governmental Entity**"), Florida Consumer's Certificate of Exemption Number _____, affirms that the tangible personal property purchased pursuant to a Purchase Order from **ClearWorld LLC** will be incorporated into or become a part of a public facility as part of a public works contract pursuant to that certain *Purchase Order for Streetlights (and Installation Agreement)* with **ClearWorld LLC** (Contractor) for the construction of public infrastructure associated with the Firethorn street light installation project.

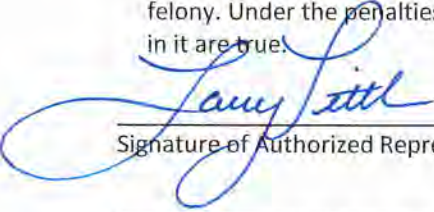
Governmental Entity affirms that the purchase of the tangible personal property contained in the attached Purchase Order meets the following exemption requirements contained in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*:

You must initial each of the following requirements.

- ____ 1. The attached Purchase Order is issued directly to the vendor supplying the tangible personal property the Contractor will use in the identified public works.
- ____ 2. The vendor's invoice will be issued directly to Governmental Entity.
- ____ 3. Payment of the vendor's invoice will be made directly by Governmental Entity to the vendor from public funds.
- ____ 4. Governmental Entity will take title to the tangible personal property from the vendor at the time of purchase or of delivery by the vendor.
- ____ 5. Governmental Entity assumes the risk of damage or loss at the time of purchase or delivery by the vendor.

Governmental Entity affirms that if the tangible personal property identified in the attached Purchase Order does not qualify for the exemption provided in section 212.08(6), *Florida Statutes*, and Rule 12A-1.094, *Florida Administrative Code*, Governmental Entity will be subject to the tax, interest, and penalties due on the tangible personal property purchased. If the Florida Department of Revenue determines that the tangible personal property purchased tax-exempt by issuing this Certificate does not qualify for the exemption, Governmental Entity will be liable for any tax, penalty, and interest determined to be due.

I understand that if I fraudulently issue this certificate to evade the payment of sales tax I will be liable for payment of the sales tax plus a penalty of 200% of the tax and may be subject to conviction of a third degree felony. Under the penalties of perjury, I declare that I have read the foregoing Certificate and the facts stated in it are true.



Signature of Authorized Representative

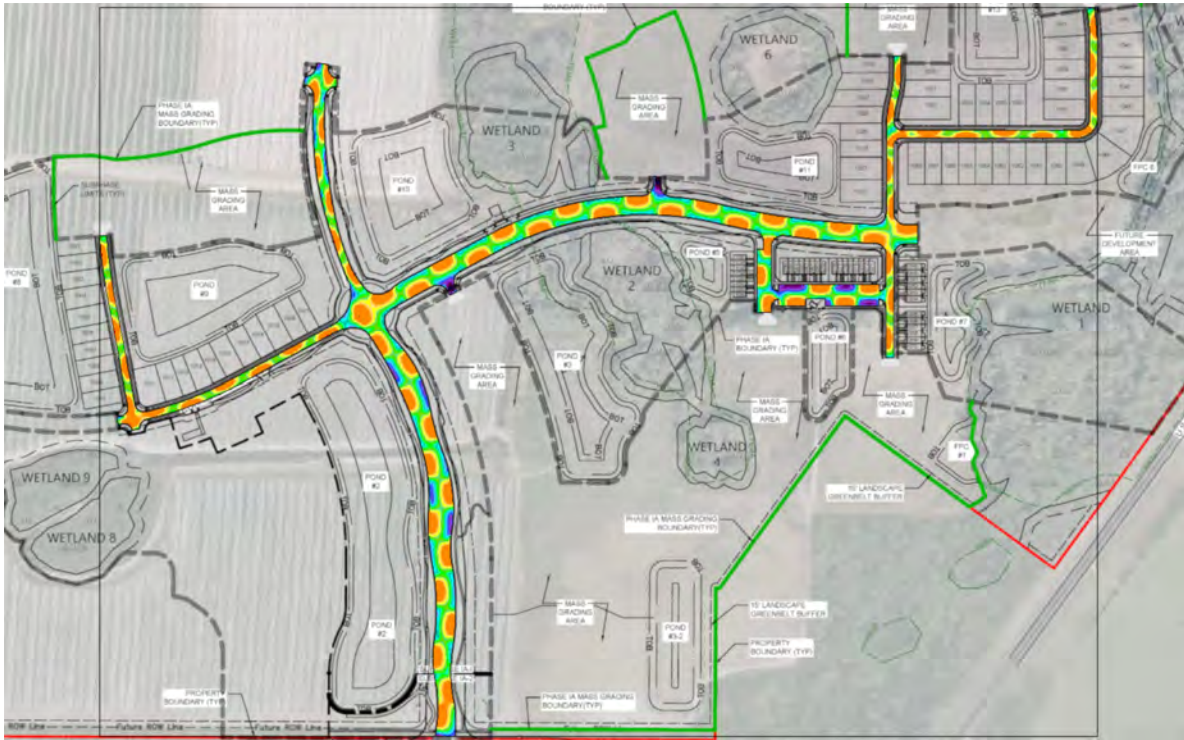


Title

Purchaser's Name (Print or Type) Date

Federal Employer Identification Number: _____ Telephone Number: _____

You must attach a copy of the Purchase Order to this Certificate of Entitlement. Do not send to the Florida Department of Revenue. This Certificate of Entitlement must be retained in the vendor's and the contractor's books and records. This form supplements and supersedes (to the extent of any conflict) any prior certificates addressing the same purchase.



Firethorn Phase 1A

Preface

Notes on planning:

The energy consumption quantities do not take into account light scenes and their dimming levels.

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Contacts

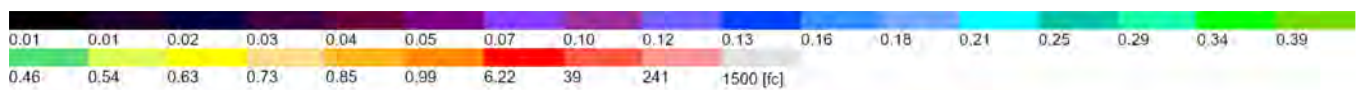
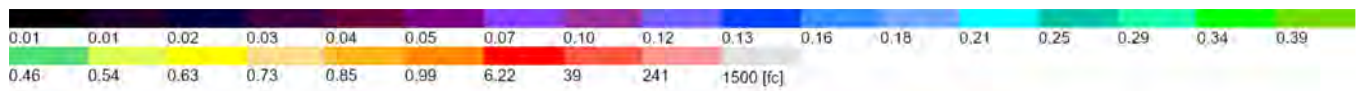
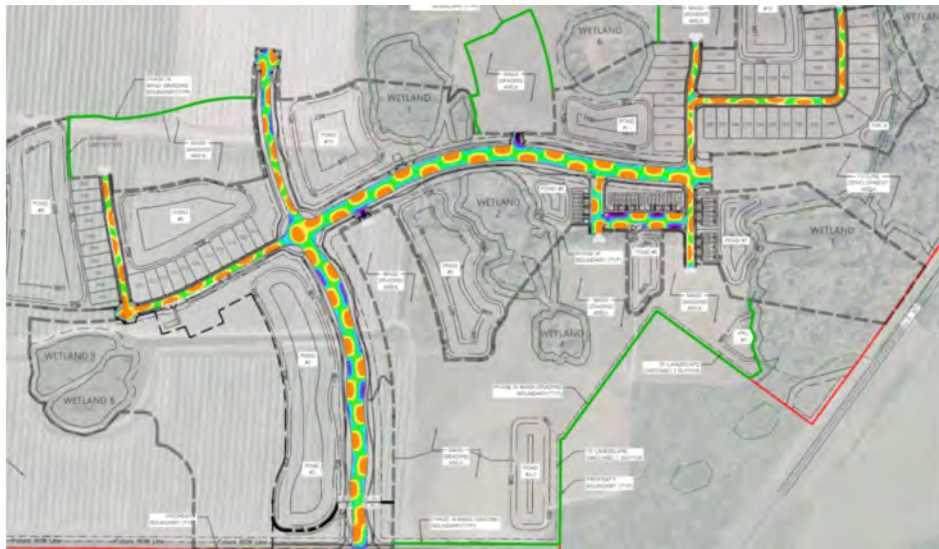


Electrical Engineer
Mohammed Shohebuddin

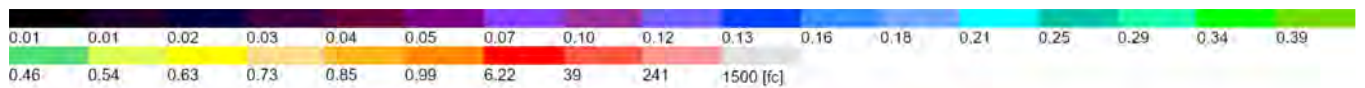
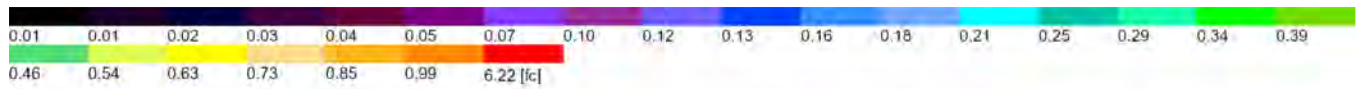
ClearWorld LLC
1613 Justin Rd
Metairie LA 70001

T 940-312-9575
shoheb@clearworld.us

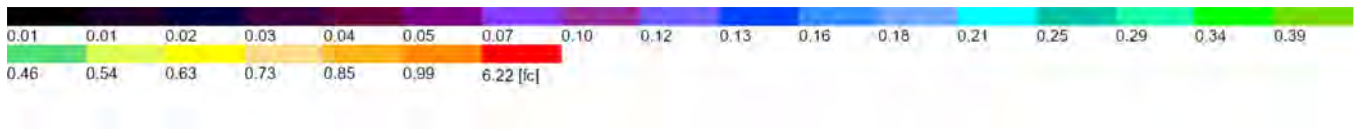
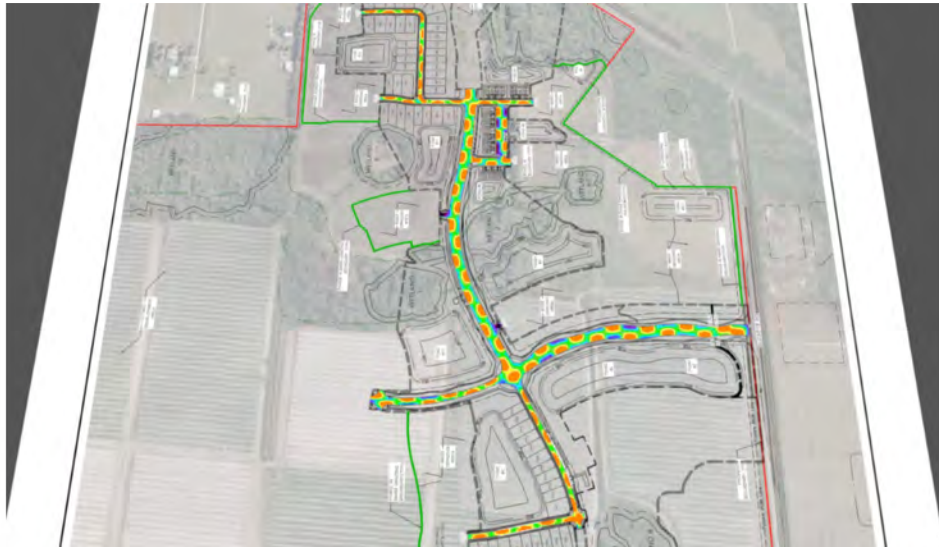
Images



Images



Images



Luminaire list

Φ_{total}	P_{total}	Luminous efficacy
523260 lm	3230.0 W	162.0 lm/W

pcs.	Manufacturer	Article No.	Article name	P	Φ	Luminous efficacy
35	Opulent Americas	MP22T1-C24-5070-SCL	Mod Block aluminum heat sink PMMA optic array	40.0 W	6480 lm	162.0 lm/W
31	Opulent Americas	MP22T1-C24-5070-T4	Mod Block aluminum heat sink PMMA optic array	50.0 W	8100 lm	162.0 lm/W
7	Opulent Americas	MP22T1-C24-5070-T4	Mod Block aluminum heat sink PMMA optic array	40.0 W	6480 lm	162.0 lm/W

Dimming values

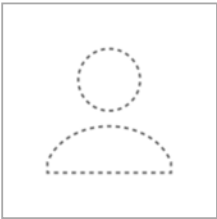
Control group	CG 1
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Light scene 1	100
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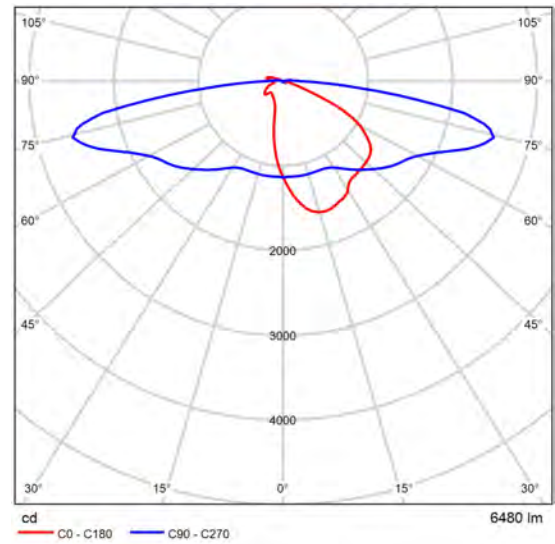
Dimming values [%]

Product data sheet

Opulent Americas - Mod Block aluminum heat sink PMMA optic array



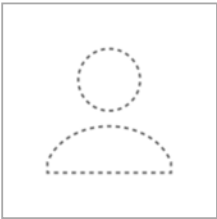
Article No.	MP22T1-C24-5070-SCL
P	40.0 W
Φ_{Lamp}	–
$\Phi_{Luminaire}$	6480 lm
η	–
Luminous efficacy	162.0 lm/W
CCT	4000 K
CRI	70



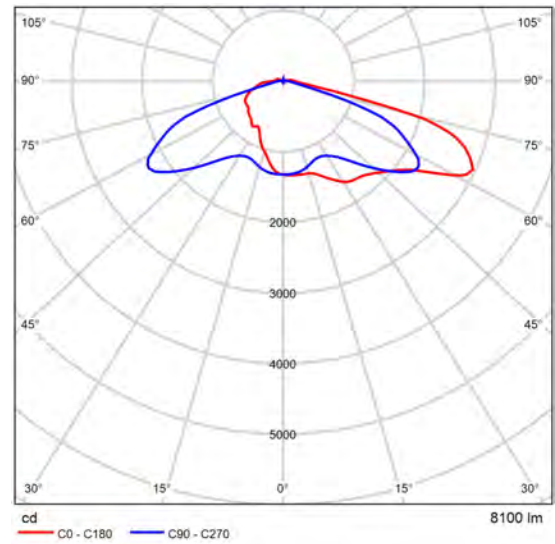
Polar LDC

Product data sheet

Opulent Americas - Mod Block aluminum heat sink PMMA optic array



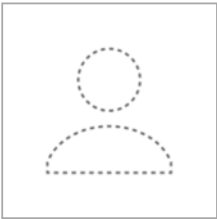
Article No.	MP22T1-C24-5070-T4
P	50.0 W
Φ_{Lamp}	–
$\Phi_{Luminaire}$	8100 lm
η	–
Luminous efficacy	162.0 lm/W
CCT	4000 K
CRI	70



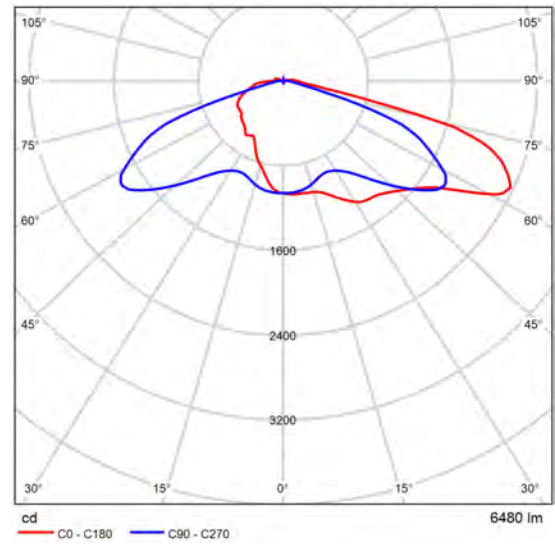
Polar LDC

Product data sheet

Opulent Americas - Mod Block aluminum heat sink PMMA optic array



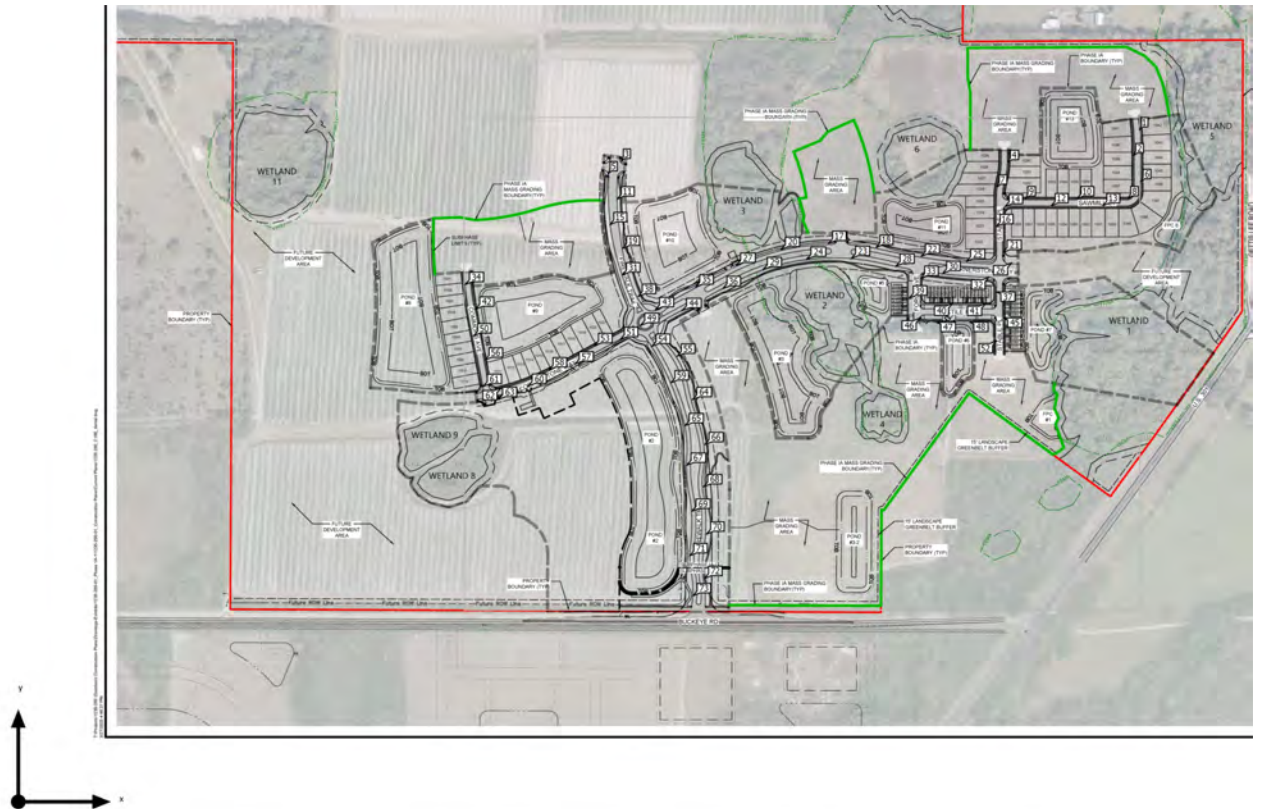
Article No.	MP22T1-C24-5070-T4
P	40.0 W
Φ_{Lamp}	–
$\Phi_{Luminaire}$	6480 lm
η	–
Luminous efficacy	162.0 lm/W
CCT	4000 K
CRI	70



Polar LDC

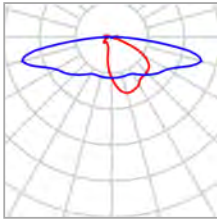
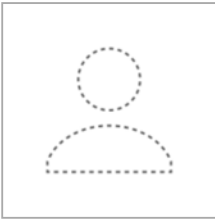
Site 1

Luminaire layout plan



Site 1

Luminaire layout plan



Manufacturer	Opulent Americas	P	40.0 W
Article No.	MP22T1-C24-5070-SCL	$\Phi_{\text{Luminaire}}$	6480 lm
Article name	Mod Block aluminum heat sink PMMA optic array		
Fitting	1x Cree LEDs		

Individual luminaires

X	Y	Mounting height	Luminaire
5116.019 ft	3062.360 ft	12.500 ft	1
5087.746 ft	2943.668 ft	12.500 ft	2
2749.302 ft	2918.379 ft	12.500 ft	3
4512.401 ft	2913.407 ft	12.500 ft	4
2689.380 ft	2861.947 ft	12.500 ft	5
5119.056 ft	2825.951 ft	12.500 ft	6
4462.737 ft	2801.646 ft	12.500 ft	7
5062.219 ft	2747.663 ft	12.500 ft	8
4592.842 ft	2747.482 ft	12.500 ft	9
4828.074 ft	2747.482 ft	12.500 ft	10
2732.265 ft	2747.242 ft	12.500 ft	11
4710.458 ft	2715.664 ft	12.500 ft	12
4945.689 ft	2715.664 ft	12.500 ft	13

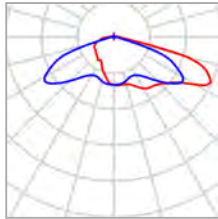
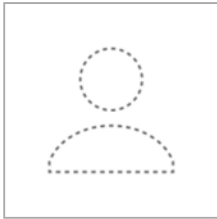
Site 1

Luminaire layout plan

X	Y	Mounting height	Luminaire
4499.352 ft	2711.703 ft	12.500 ft	14
2697.740 ft	2629.657 ft	12.500 ft	15
4459.064 ft	2620.610 ft	12.500 ft	16
2755.849 ft	2521.711 ft	12.500 ft	19
4490.454 ft	2502.861 ft	12.500 ft	21
2752.677 ft	2399.933 ft	12.500 ft	31
2035.031 ft	2356.248 ft	12.500 ft	34
4458.986 ft	2335.504 ft	12.500 ft	37
2824.150 ft	2301.751 ft	12.500 ft	38
2081.563 ft	2243.844 ft	12.500 ft	42
4490.007 ft	2217.676 ft	12.500 ft	45
2074.167 ft	2122.312 ft	12.500 ft	50
2743.268 ft	2105.801 ft	12.500 ft	51
4458.877 ft	2099.917 ft	12.500 ft	52
2624.830 ft	2077.409 ft	12.500 ft	53
2125.503 ft	2011.993 ft	12.500 ft	56
2536.080 ft	1993.997 ft	12.500 ft	57
2417.360 ft	1967.094 ft	12.500 ft	58
2321.361 ft	1891.974 ft	12.500 ft	60
2117.315 ft	1891.218 ft	12.500 ft	61
2199.744 ft	1885.803 ft	12.500 ft	62
2122.729 ft	1831.687 ft	12.500 ft	63

Site 1

Luminaire layout plan



Manufacturer	Opulent Americas	P	50.0 W
Article No.	MP22T1-C24-5070-T4	$\Phi_{\text{Luminaire}}$	8100 lm
Article name	Mod Block aluminum heat sink PMMA optic array		
Fitting	1x Cree LEDs		

Individual luminaires

X	Y	Mounting height	Luminaire
3694.825 ft	2544.233 ft	17.500 ft	17
3911.703 ft	2525.759 ft	17.500 ft	18
3478.650 ft	2516.529 ft	17.500 ft	20
4116.863 ft	2485.146 ft	17.500 ft	22
3798.338 ft	2475.616 ft	17.500 ft	23
3594.198 ft	2471.742 ft	17.500 ft	24
4323.459 ft	2461.877 ft	17.500 ft	25
4530.743 ft	2455.892 ft	17.500 ft	26
3273.562 ft	2444.220 ft	17.500 ft	27
4001.331 ft	2439.946 ft	17.500 ft	28
3395.774 ft	2424.219 ft	17.500 ft	29
4212.545 ft	2406.294 ft	17.500 ft	30
4424.913 ft	2390.810 ft	17.500 ft	32

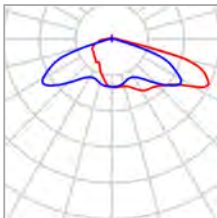
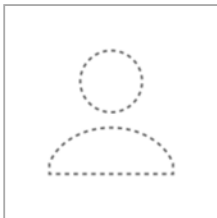
Site 1

Luminaire layout plan

X	Y	Mounting height	Luminaire
3086.423 ft	2345.163 ft	17.500 ft	35
3210.177 ft	2337.399 ft	17.500 ft	36
2902.115 ft	2241.518 ft	17.500 ft	43
3024.429 ft	2237.726 ft	17.500 ft	44
2834.388 ft	2169.370 ft	17.500 ft	49
2886.427 ft	2074.610 ft	17.500 ft	54
3002.753 ft	2029.785 ft	17.500 ft	55
2973.519 ft	1908.049 ft	17.500 ft	59
3071.170 ft	1831.315 ft	17.500 ft	64
3037.738 ft	1712.303 ft	17.500 ft	65
3127.833 ft	1626.056 ft	17.500 ft	66
3044.998 ft	1531.829 ft	17.500 ft	67
3121.524 ft	1433.672 ft	17.500 ft	68
3068.375 ft	1321.832 ft	17.500 ft	69
3136.018 ft	1217.707 ft	17.500 ft	70
3059.712 ft	1119.328 ft	17.500 ft	71
3126.165 ft	1015.094 ft	17.500 ft	72
3074.151 ft	936.531 ft	17.500 ft	73

Site 1

Luminaire layout plan



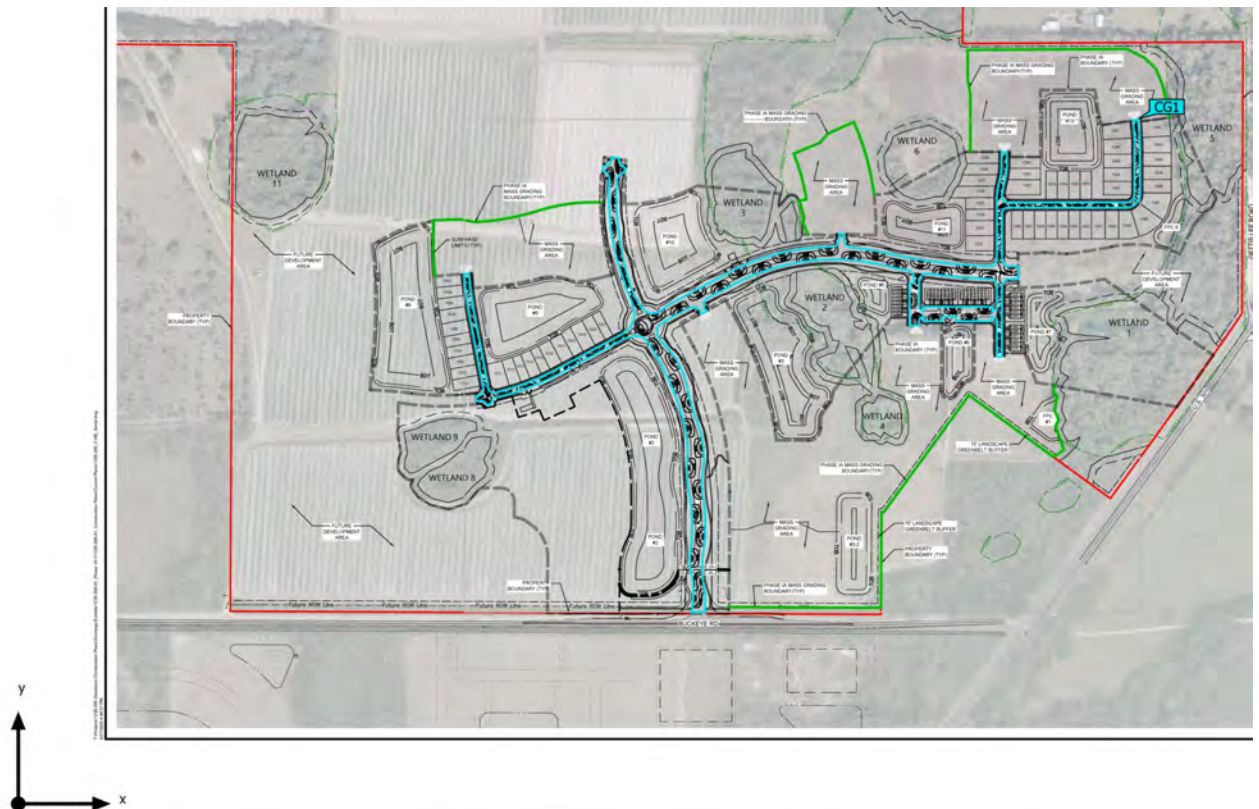
Manufacturer	Opulent Americas	P	40.0 W
Article No.	MP22T1-C24-5070-T4	$\Phi_{\text{Luminaire}}$	6480 lm
Article name	Mod Block aluminum heat sink PMMA optic array		
Fitting	1x Cree LEDs		

Individual luminaires

X	Y	Mounting height	Luminaire
4111.869 ft	2384.457 ft	12.500 ft	33
4060.212 ft	2294.475 ft	12.500 ft	39
4259.663 ft	2271.116 ft	12.500 ft	40
4410.793 ft	2271.116 ft	12.500 ft	41
4111.389 ft	2204.278 ft	12.500 ft	46
4184.119 ft	2197.586 ft	12.500 ft	47
4335.224 ft	2197.586 ft	12.500 ft	48

Site 1 (Light scene 1)

Calculation objects



Site 1 (Light scene 1)

Calculation objects

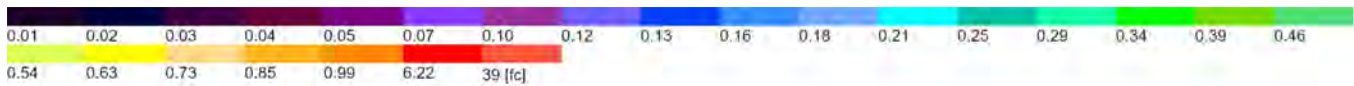
Calculation surfaces

Properties	\bar{E}	E_{min}	E_{max}	\bar{E}/E_{min}	E_{max}/E_{min}	Index
Calculation surface 1 Perpendicular illuminance Height: 0.000 ft	0.92 fc	0.012 fc	8.86 fc	79.0	763	CG1

Utilisation profile: DIALux preset (Default (Drive Aisles/Parking Areas))

Site 1 (Light scene 1)

Calculation surface 1



Properties	\bar{E}	E_{min}	E_{max}	\bar{E}/E_{min}	E_{max}/E_{min}	Index
Calculation surface 1 Perpendicular illuminance Height: 0.000 ft	0.92 fc	0.012 fc	8.86 fc	79.0	763	CG1

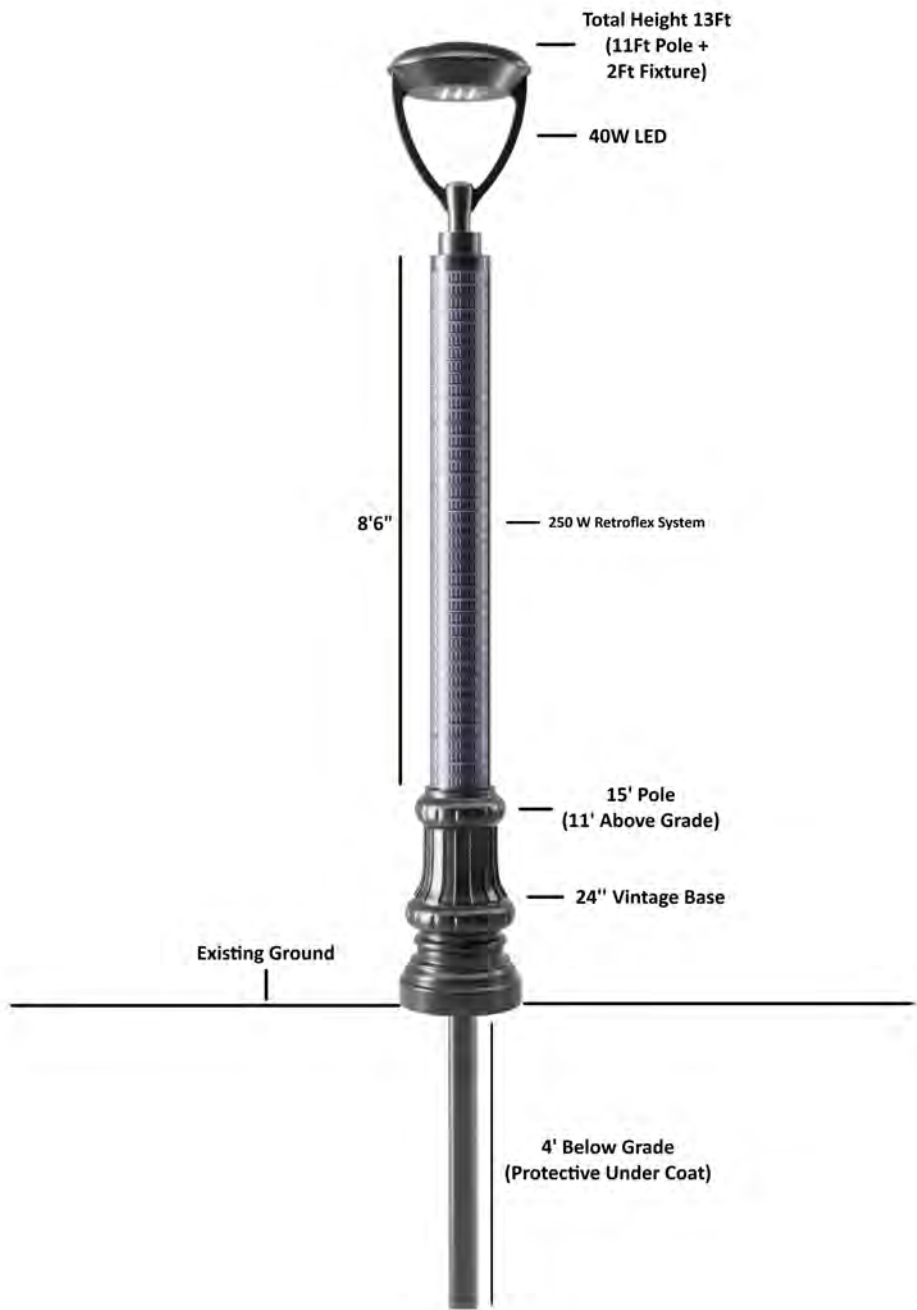
Utilisation profile: DIALux preset (Default (Drive Aisles/Parking Areas))



ClearWorld Product Specification



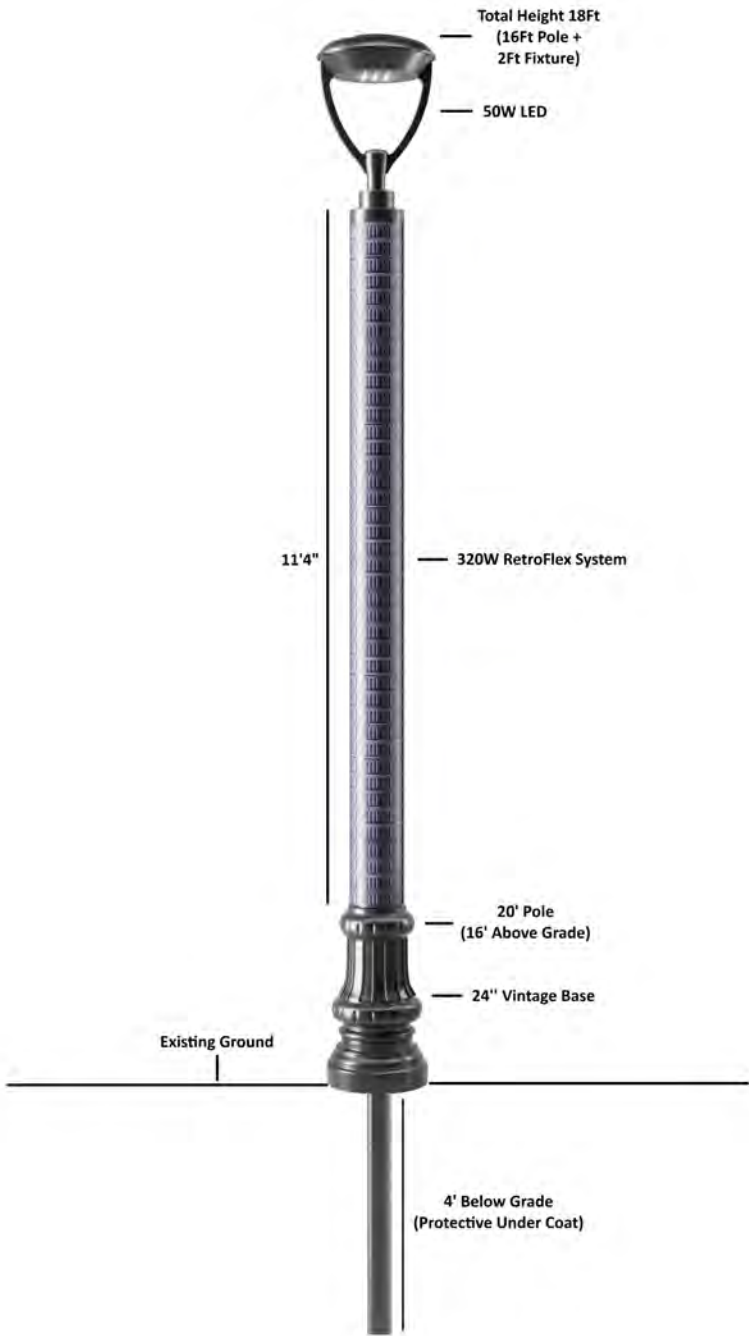
RS250 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RS2502460

SOLAR ARRAY	250W (8'6" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	40W TYPE 3 4000K LED @ 162 LUMENS/WATT, DIMMABLE
BATTERY	24V - 60AH LITHIUM ION 1.44KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	SMART MPPT SOLAR CHARGE CONTROLLER/REGULATOR
LIGHTING CONTROLS	BLUETOOTH MONITORING VIA APP
EPA (SQFT)	7.55

RS320 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RS3202475

SOLAR ARRAY	320W (11'4" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	50W TYPE 4 4000K LED @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	24V - 75AH LITHIUM ION 1.8KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	SMART MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	BLUETOOTH MONITORING VIA APP
EPA(SQFT)	10.06

RS250 RETROFLEX SYSTEM SPECIFICATIONS

Specifications	250W RetroFlex System
Hardware	Patented Adjustable Aluminum Array
Solar Panels	250W
Battery Pack	24V, 60AH Lithium Ion
Lighting & Charge Controller	MPPT Solar Charge Controller with Integrated Bluetooth
LED Light	40W LED @ 162 Lumens per Watt
Dimensions (Length)	8'6"
EPA	7.55 Ft ²
Weight (Lbs)	118

Patented Adjustable Aluminum Array	10.66" OD X 102"
Dimensions	10.66 in OD x 102 in L
Material Mounted To	Wooden, Aluminum, Steel or Concrete Poles
Internal Mounting Options	Adjustable Universal Arm Mount for Poles up to 5.5" OD
Material	Anti-Corrosive Aluminum Hardware and Array
Shape	Circular Backing Panels

Solar Array CIGS	250W
Cell Efficiency	17%
Rated Peak Power (Pmpp)	250 Watts
Tolerance of Pmax	+5/-0%
Open Circuit Voltage (Voc)	37.7
Max Power Voltage (Vmpp)	30.5
Short Circuit Current (Isc)	4.7
Array Length (mm)	2585
Max Power Current (Impp)	4.26
Safety Certification	UL 1703, IEC 61646, IEC 61730, cUL 1703, IEC 62716, Australia CEC
Manufacturer Warranty	90% at 10 Years, 83.5% at 20 Years, 80% at 25 Years

MPPT Solar Charge Controller	75/15
PV Voltage PV Current	75V DC 15 A
Battery Voltage Battery Current	29.2V DC 15 A
Light Voltage Light Current	LED Specific
Dimming	PWM
Efficiency	96% Peak Efficiency
Temperature Range	-40°C to +60°C
Communications	Bluetooth Connection via App

Battery	Rechargeable Lithium Ion Battery Pack
Nominal Capacity	60AH
Dimensions (in)	47 x 5.7 x 1.75
Weight (Lbs)	50
Nominal Voltage	24V
Operating Voltage	20.0V to 29.2V
Max Discharge Current	15A
Impedance	< 100 Ω
Expected Life	12 Years/4,500 Life Cycles based on a Shallow Discharge
Autonomy	5 Days based on Full Charge
Temperature Range	-20°C to +60°C

LED Light	40W LED
Lumens	162 Lm/W
Input Voltage	24V
CRI	70 (80 and 90 Available by Special Order)
CCT	4000K (3000K and 5000K Available by Special Order)
Lighting Type	Solid State LED – T3L & T4M (T2 and T5 Available by Special Order) IES Files upon Request
Life	>100,000 Hours
Safety Certification	IP67/ UL/ CUL /DLC/ LM79 / SAA / ENEC /CB/CE/ ErP/ RoHS /PSE /IK08

RS320 RETROFLEX SYSTEM SPECIFICATIONS

Specifications	RS320
Description	Residential 320W
Model #	RS3202475
Solar Panels	320W
Battery Pack	24V 75AH Lithium Ion
LED Light	50W LED @ 162 Lumens per Watt
Weight (Lbs.)	138
Dimensions (Length)	11'4"
Charge Controller	Smart MPPT Solar Charge Controller
Lighting Control	Bluetooth Monitoring via App
Hardware	Patented Adjustable Aluminum Array
EPA	10.06 Ft ²
MPPT Solar Charger Controller	75/15
Max PV Voltage	75V DC
Max PV Current	15 A
Battery Voltage	29.2V DC
Battery Current	15 A
Light Voltage	LED Specific
Light Current	
Dimming	PWM
Efficiency	98% Peak Efficiency
Temperature Range	-30°C to +60°C
Communications	Bluetooth Monitoring via App
Certifications	IP68, EN/IEC 62109-1, UL 1741, CSA C22.2
Lithium Ion Battery Pack	24V75AH
Nominal Capacity	75AH
Dimensions (in)	2 Boxes @ 47 x 5.7 x 1.75
Weight	50 Lbs
Nominal Voltage	24V
Operating Voltage	20.0V up to 29.2V
Max Discharge Current	15A
Impedance	< 100m
Expected Life	12 Years based on 80% @ 4,500 Life Cycles with Max 25°C

RS320 RETROFLEX SYSTEM SPECIFICATIONS

Autonomy	5 Days based on Full Charge
Temperature Range	0-45°C
Certification	UL 1642
Aluminum Array	10.66" OD x 136" L
Dimensions	10.66" OD x 136" L
Max OD	5.5"
Material Mounts To	Square, Round or Tapered Pole
Internal Mounting	Adjustable Brackets with Banding
Material	Anti-Corrosive Aluminum Array, Internal Mounting Brackets, Aluminum Crescent Fillers (Bottom) and Black Aluminum Cap (Top)
Shape	Cylindrical with (2) Semi-Circular Backing Panels
Flexible CIGS Panel	320W
Cell Efficiency	15.9%
Tolerance of Pmax	+10/-0
Open Circuit Voltage (VoC)	50.9
Max Power Voltage (Vmpp)	40.5
Short Circuit Current (Isc)	4.59
Max Power Current (Impp)	3.96
Panel Length (mm)	3455
Safety Certification	UL 1703, IEC 61646, IEC 61730, cUL 1703, IEC 62716, IEC 61701 (Salt Spray), Australia CEC, UL Class A over TPO- Slope up to 2.5
Manufacturer Warranty	90% at 10 Years, 83.5% at 20 Years, 80% at 25 Years
LED Light	50W LED
Lumens	162 Lm/W
Input Voltage	24V
CRI	70 (80 and 90 Available by Special Order)
CCT	4000K (3000K and 5000K Available by Special Order)
Lighting Type	Solid State LED – T3L & T4M (T2 and T5 Available by Special Order)
Life	>100,000 Hours
Safety Certification	IP67/ UL/ CUL /DLC/ LM79 / SAA / ENEC /CB/CE/ ErP/ RoHS /PSE /IK08

PURCHASE ORDER FOR STREETLIGHTS
(AND INSTALLATION AGREEMENT)
FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Firethorn Community Development District	Seller:	ClearWorld LLC
Address:	c/o JP Ward & Associates, LLC 2301 N.E. 37 th Street Fort Lauderdale, Florida 33308	Address:	ClearWorld LLC 1613 Justin Road Metairie, Louisiana 70001
Phone:	954-658-4900	Phone:	855-786-5331

"Project"			
Name:	Firethorn Street Lighting	ContractDate:	
Address:	Manatee County, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**, and for the purpose of Seller distributing and installing the Goods (together, "**Services**").

Schedule – The Goods shall be delivered within 90 days from the date of this Order, and shall be installed promptly upon delivery.

Tax-Exempt Price – \$ 328,300 PLUS \$51,100 for Installation (See Exhibit A)

Certificate of Exemption # _____ (see **Exhibit E**)

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods and provide the Services as described herein and comply fully with the terms and conditions hereof.

FIRETHORN COMMUNITY DEVELOPMENT DISTRICT

Owner

By:

Name: _____

Title: _____

Date Executed: _____

CLEARWORLD LLC

Seller

By:

Name: Larry Tittle _____

Title: Founder/CEO _____

Date Executed: _____

EXHIBIT A: Proposal with Specifications, including Wind Rating

EXHIBIT B: Terms and Conditions

EXHIBIT C: Assignment of Manufacturer Warranties

EXHIBIT D: Engineer's Certificate re: Installation

EXHIBIT E: Certificate of Entitlement

EXHIBIT A

Vendor to insert proposal AND specifications, including wind rating]

<i>Product Type</i>	<i>Cost/Unit</i>	<i>Quantity</i>	<i>Total Price</i>
250W RetroFlex Solar LED Off-grid System Panel	\$2,950	42	\$123,900
<ul style="list-style-type: none"> 15' (5" OD) Round Straight Direct Burial Pole 40W Type 3 (35) and Type 4 (7) 4000K Bilbao LED Light Fixture Adapter/Tenon 24' Vintage Decorative Base 	\$1,250	42	\$52,500
320W RetroFlex Solar LED Off-Grid System Panel	\$3,450	31	\$106,950
<ul style="list-style-type: none"> 20' (5" OD) Round Straight Direct Burial Pole 50W Type 4 4000K Bilbao LED Light Fixture Adapter/Tenon 24" Vintage Decorative Base 	\$1,450	31	\$44,950

Pricing

Installation

Cost Per Unit	<u>\$700</u>
Number of Units	73
Total Cost	<u>\$51,100</u>

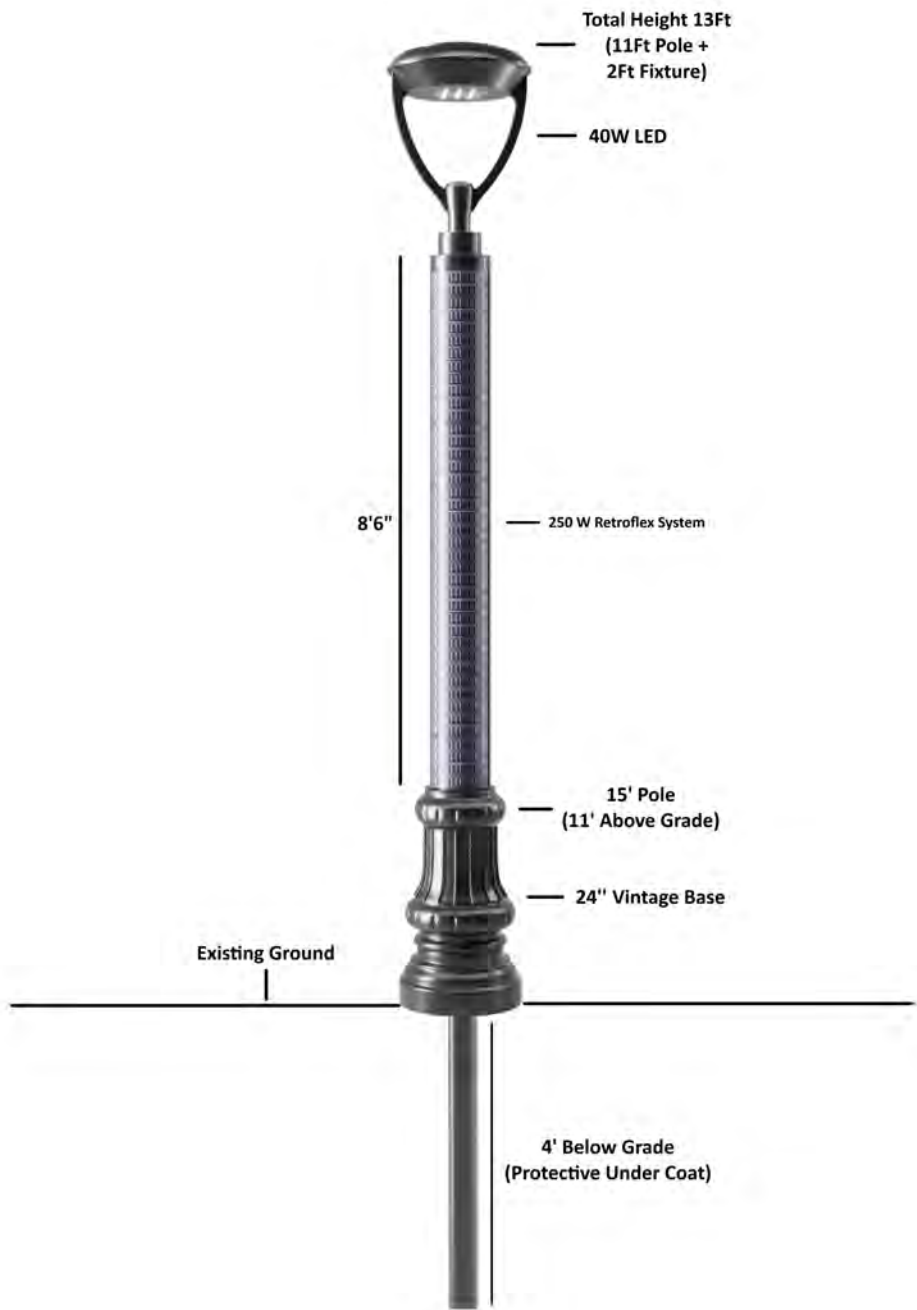
Installation shall include shipping, permitting or any other fees that may be assessed for installation of each light.



ClearWorld Product Specification



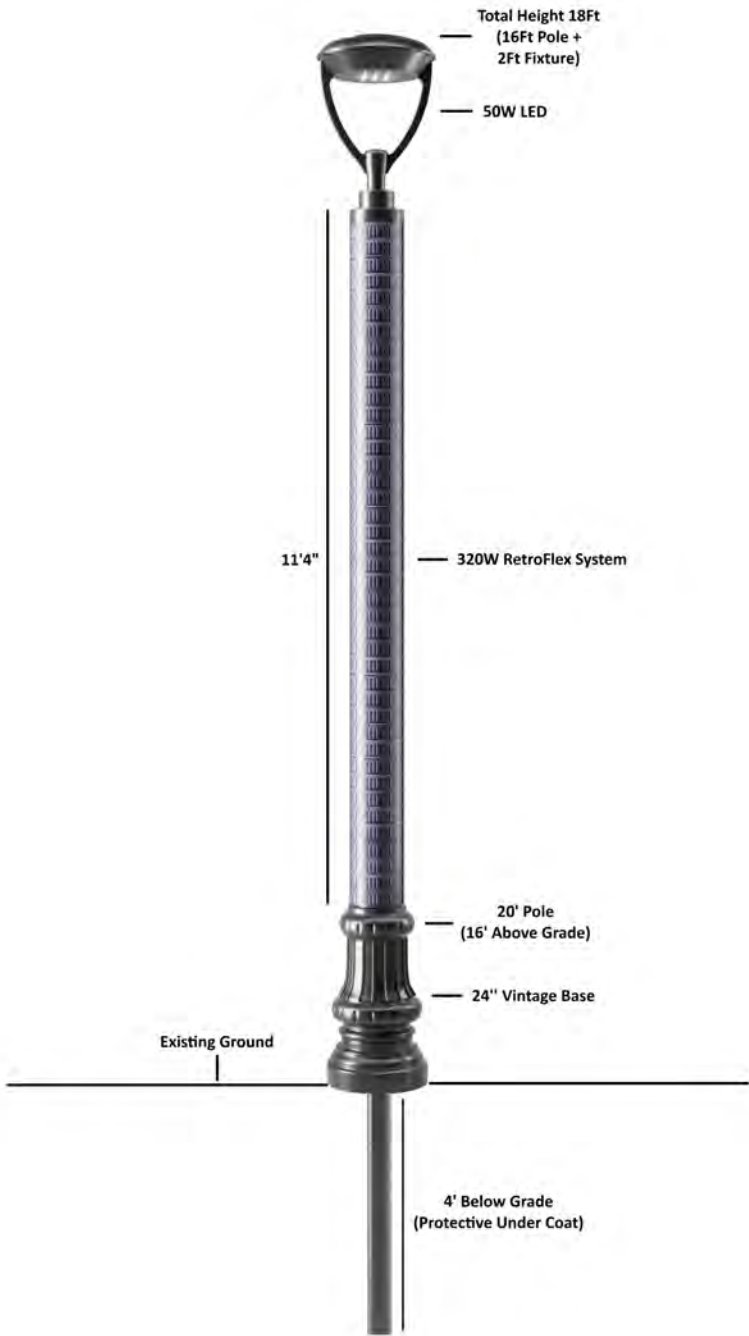
RS250 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RS2502460

SOLAR ARRAY	250W (8'6" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	40W TYPE 3 4000K LED @ 162 LUMENS/WATT, DIMMABLE
BATTERY	24V - 60AH LITHIUM ION 1.44KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	SMART MPPT SOLAR CHARGE CONTROLLER/REGULATOR
LIGHTING CONTROLS	BLUETOOTH MONITORING VIA APP
EPA (SQFT)	7.55

RS320 RETROFLEX SYSTEM



COMPONENT SPECIFICATIONS RS3202475

SOLAR ARRAY	320W (11'4" IN LENGTH) WITH ADJUSTABLE ALUMINUM ARRAY
LIGHTING	50W TYPE 4 4000K LED @ 162 LUMENS PER WATT, DIMMABLE
BATTERY	24V - 75AH LITHIUM ION 1.8KWH (12+ YEARS LIFE EXPECTANCY)
CONTROLLER	SMART MPPT SOLAR CHARGE CONTROLLER / REGULATOR
LIGHTING CONTROLS	BLUETOOTH MONITORING VIA APP
EPA(SQFT)	10.06

RS250 RETROFLEX SYSTEM SPECIFICATIONS

Specifications	250W RetroFlex System
Hardware	Patented Adjustable Aluminum Array
Solar Panels	250W
Battery Pack	24V, 60AH Lithium Ion
Lighting & Charge Controller	MPPT Solar Charge Controller with Integrated Bluetooth
LED Light	40W LED @ 162 Lumens per Watt
Dimensions (Length)	8'6"
EPA	7.55 Ft ²
Weight (Lbs)	118

Patented Adjustable Aluminum Array	10.66" OD X 102"
Dimensions	10.66 in OD x 102 in L
Material Mounted To	Wooden, Aluminum, Steel or Concrete Poles
Internal Mounting Options	Adjustable Universal Arm Mount for Poles up to 5.5" OD
Material	Anti-Corrosive Aluminum Hardware and Array
Shape	Circular Backing Panels

Solar Array CIGS	250W
Cell Efficiency	17%
Rated Peak Power (Pmpp)	250 Watts
Tolerance of Pmax	+5/-0%
Open Circuit Voltage (Voc)	37.7
Max Power Voltage (Vmpp)	30.5
Short Circuit Current (Isc)	4.7
Array Length (mm)	2585
Max Power Current (Impp)	4.26
Safety Certification	UL 1703, IEC 61646, IEC 61730, cUL 1703, IEC 62716, Australia CEC
Manufacturer Warranty	90% at 10 Years, 83.5% at 20 Years, 80% at 25 Years

MPPT Solar Charge Controller	75/15
PV Voltage PV Current	75V DC 15 A
Battery Voltage Battery Current	29.2V DC 15 A
Light Voltage Light Current	LED Specific
Dimming	PWM
Efficiency	96% Peak Efficiency
Temperature Range	-40°C to +60°C
Communications	Bluetooth Connection via App

Battery	Rechargeable Lithium Ion Battery Pack
Nominal Capacity	60AH
Dimensions (in)	47 x 5.7 x 1.75
Weight (Lbs)	50
Nominal Voltage	24V
Operating Voltage	20.0V to 29.2V
Max Discharge Current	15A
Impedance	< 100 Ω
Expected Life	12 Years/4,500 Life Cycles based on a Shallow Discharge
Autonomy	5 Days based on Full Charge
Temperature Range	-20°C to +60°C

LED Light	40W LED
Lumens	162 Lm/W
Input Voltage	24V
CRI	70 (80 and 90 Available by Special Order)
CCT	4000K (3000K and 5000K Available by Special Order)
Lighting Type	Solid State LED – T3L & T4M (T2 and T5 Available by Special Order) IES Files upon Request
Life	>100,000 Hours
Safety Certification	IP67/ UL/ CUL /DLC/ LM79 / SAA / ENEC /CB/CE/ ErP/ RoHS /PSE /IK08

RS320 RETROFLEX SYSTEM SPECIFICATIONS

Specifications	RS320
Description	Residential 320W
Model #	RS3202475
Solar Panels	320W
Battery Pack	24V 75AH Lithium Ion
LED Light	50W LED @ 162 Lumens per Watt
Weight (Lbs.)	138
Dimensions (Length)	11'4"
Charge Controller	Smart MPPT Solar Charge Controller
Lighting Control	Bluetooth Monitoring via App
Hardware	Patented Adjustable Aluminum Array
EPA	10.06 Ft ²
MPPT Solar Charger Controller	75/15
Max PV Voltage	75V DC
Max PV Current	15 A
Battery Voltage	29.2V DC
Battery Current	15 A
Light Voltage	LED Specific
Light Current	
Dimming	PWM
Efficiency	98% Peak Efficiency
Temperature Range	-30°C to +60°C
Communications	Bluetooth Monitoring via App
Certifications	IP68, EN/IEC 62109-1, UL 1741, CSA C22.2
Lithium Ion Battery Pack	24V75AH
Nominal Capacity	75AH
Dimensions (in)	2 Boxes @ 47 x 5.7 x 1.75
Weight	50 Lbs
Nominal Voltage	24V
Operating Voltage	20.0V up to 29.2V
Max Discharge Current	15A
Impedance	< 100m
Expected Life	12 Years based on 80% @ 4,500 Life Cycles with Max 25°C

RS320 RETROFLEX SYSTEM SPECIFICATIONS

Autonomy	5 Days based on Full Charge
Temperature Range	0-45°C
Certification	UL 1642
Aluminum Array	10.66" OD x 136" L
Dimensions	10.66" OD x 136" L
Max OD	5.5"
Material Mounts To	Square, Round or Tapered Pole
Internal Mounting	Adjustable Brackets with Banding
Material	Anti-Corrosive Aluminum Array, Internal Mounting Brackets, Aluminum Crescent Fillers (Bottom) and Black Aluminum Cap (Top)
Shape	Cylindrical with (2) Semi-Circular Backing Panels
Flexible CIGS Panel	320W
Cell Efficiency	15.9%
Tolerance of Pmax	+10/-0
Open Circuit Voltage (VoC)	50.9
Max Power Voltage (Vmpp)	40.5
Short Circuit Current (Isc)	4.59
Max Power Current (Impp)	3.96
Panel Length (mm)	3455
Safety Certification	UL 1703, IEC 61646, IEC 61730, cUL 1703, IEC 62716, IEC 61701 (Salt Spray), Australia CEC, UL Class A over TPO- Slope up to 2.5
Manufacturer Warranty	90% at 10 Years, 83.5% at 20 Years, 80% at 25 Years
LED Light	50W LED
Lumens	162 Lm/W
Input Voltage	24V
CRI	70 (80 and 90 Available by Special Order)
CCT	4000K (3000K and 5000K Available by Special Order)
Lighting Type	Solid State LED – T3L & T4M (T2 and T5 Available by Special Order)
Life	>100,000 Hours
Safety Certification	IP67/ UL/ CUL /DLC/ LM79 / SAA / ENEC /CB/CE/ ErP/ RoHS /PSE /IK08

SELLER REPRESENTS THAT THE GOODS MEET THE LOCAL WINDING RATING REQUIREMENTS
EQUAL TO _____ MPH.

CLEARWORLD LLC

SELLER

BY: _____

LARRY TITLE

CEO/FOUNDER

EXHIBIT B
TERMS AND CONDITIONS

1. **DISTRIBUTION AND INSTALLATION.** Seller shall be responsible for distributing and installing the Goods in and workmanlike manner, using reasonable care, and according to the terms of this Order, including but not limited to the scope of work described in **Exhibit A**. Seller shall cooperate with District's engineer with respect to the installation of the Goods, and to ensure that District's engineer is able to issue the certification set forth in **Exhibit D**, the provision of which is a material term of this Order.
2. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce, deliver, and install the Goods.
3. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced, delivered and installed within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order.
4. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are (i) delivered at the Project site, (ii) accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance, (iii) installed by Seller, and (iv) certified by District's engineer, using the certification attached as **Exhibit E**.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
5. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2025). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
6. **WARRANTY.** The parties acknowledge that the manufacturer has assigned its manufacturer warranties to the District as set forth in **Exhibit C**, and any such manufacturer's warranties are in addition to the warranties set forth in this section. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for the Owner's uses. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
7. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
8. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Taylor Morrison of Florida, Inc. and their respective officers, directors, Supervisors, Board members, employees, staff, managers, representatives, successors, and assigns of each and any of all of the foregoing entities and individuals (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part

by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the Owner hereunder.

9. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$2,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$1,000,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
10. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
11. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in section 768.28, *Florida Statutes* or other statute or law.
12. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
13. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
14. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
15. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, *Florida Statutes*, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "**Liens**") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
16. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
17. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
18. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall

be void.

19. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
20. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
21. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), *Florida Statutes*.
22. SCRUTINIZED COMPANIES. Supplier certifies that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, *Florida Statutes*, and Seller shall immediately notify Owner in the event Seller's status changes.
23. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
24. PUBLIC RECORDS. Seller acknowledges that this Order and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, *Florida Statutes*.
25. CONFLICTS. To the extent of any conflict between this Terms and Conditions document (Exhibit B) and the Purchase Order, these Terms and Conditions (Exhibit B) shall control. Notwithstanding anything in this Order to the contrary, the entire contract between the parties shall consist of the Purchase Order and its Exhibits A through E.

EXHIBIT C
MANUFACTURER'S JOINDER

ClearWorld LLC ("**Manufacturer**") represents that it is the manufacturer of the Goods described in that certain *Purchase Order for Streetlights (and Installation Agreement)* ("**Order**") between Firethorn Community Development District and ClearWorld LLC. Manufacturer joins in the Order, and warrants that all Goods furnished under the Order shall be new and of good quality, free from faults and defects, fit for their ordinary purpose, consistent with the specifications set forth in **Exhibit A** to the Order, and meet all state, federal and local code requirements for residential street lights. Buyer, and/or its assignees under the Order, shall have the right to enforce all such warranties directly against Manufacturer, and for all remedies available in law or equity.

ClearWorld LLC

Manufacturer

By 

Name: Larry Tittle

Title: Founder/CEO

EXHIBIT D: ENGINEER CERTIFICATION REGARDING WIND RATING

_____, 2025
Board of Supervisors
Firethorn Community Development District

Re: Firethorn Community Development District

Ladies and Gentlemen:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned, a representative of _____, ("**Consulting Engineer**"), as consulting engineer for the Firethorn Community Development District ("**District**"), hereby makes the following certifications:

1. I have reviewed the *Purchase Order for Streetlights (and Installation Agreement)* ("**Purchase Order**") with **ClearWorld LLC** ("**Lighting Provider**"), pursuant to which the Lighting Provider has agreed to provide certain lights and related equipment (together, "**Goods**") in conformance with the specifications in the Purchase Order.
2. The Lighting Provider has represented as part of the specifications that the Goods would be hurricane rated and would be safe and stay operational up to the applicable local wind speed rating which is _____ mph ("**Wind Rating**"), provided that the site conditions are satisfactory for installation.
3. I have inspected the Goods as installed and the site conditions and installation are satisfactory, such that, assuming that the Goods meet the specifications, the Goods also meet the Wind Rating.

_____, P.E.
Florida Registration No. _____
Consulting Engineer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____ as _____ of _____, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF _____

(NOTARY SEAL)

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