

**EAST NASSAU  
STEWARDSHIP  
DISTRICT**

**October 17, 2019**

**GOVERNING BOARD**

**REGULAR MEETING**

**AGENDA**

**East Nassau Stewardship District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

October 10, 2019

Board of Supervisors  
East Nassau Stewardship District

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| <b>ATTENDEES:</b><br>Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes. |
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Dear Board Members:

The Board of Supervisors of the East Nassau Stewardship District will hold a Regular Meeting on October 17, 2019 at 10:00 a.m., in the Nassau Room (T0126), Building T, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097. The agenda is as follows:

1. Call to Order
2. Roll Call
3. Chairman's Opening Remarks
4. Public Comments *(limited to 3 minutes per person)*
5. Acceptance of Resignation of Supervisor Robert (Bob) Rhodes, Seat 4; Term Expires November, 2022
6. Consider Appointment of Ms. Janet Price to Fill Unexpired Term of Seat 4
  - A. Administration of Oath of Office to Newly Appointed Supervisor *(the following will be provided in a separate package)*
    - I. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
    - II. Membership, Obligations and Responsibilities
    - III. Financial Disclosure Forms
      - a. Form 1: Statement of Financial Interests
      - b. Form 1X: Amendment to Form 1, Statement of Financial Interests
      - c. Form 1F: Final Statement of Financial Interests
    - IV. Form 8B: Memorandum of Voting Conflict

- B. Consideration of Resolution 2020-01, Designating a Chair, a Vice Chair, a Secretary, Assistant Secretaries, a Treasurer and an Assistant Treasurer of the District, and Providing for an Effective Date
- 7. Discussion: Updated Provision of District’s Rules of Procedure
  - A. Amended and Restated Rules of Procedure
  - B. Resolution 2020-02, To Designate Date, Time and Place of Public Hearing and Authorization to Publish Notice of Such Hearing for the Purpose of Adopting Amended and Restated Rules of Procedure; and Providing an Effective Date
- 8. Ratification of Property Management Agreement
- 9. Cost Share Agreement for the Use of Bulk Reclaimed Water
- 10. Consideration of Resolution 2020-03, Ratifying, Confirming, and Approving the Actions of the Chairman and District Staff Regarding the Acquisition of Phase 1B JEA Lift Station Infrastructure Improvements; Ratifying, Confirming, and Approving the Actions of the Chairman and District Staff Regarding the Subsequent Conveyance of Phase 1B JEA Lift Station Infrastructure Improvements to JEA; and Addressing Severability and an Effective Date
- 11. Consideration of Resolution 2020-04, Relating to the Amendment of the Annual Budget for the Fiscal Year Beginning October 1, 2018 And Ending September 30, 2019; And Providing for an Effective Date
- 12. Acceptance of Unaudited Financial Statements as of August 31, 2019
- 13. Approval of August 15, 2019 Public Hearings and Regular Meeting Minutes
- 14. Staff Reports
  - A. District Counsel: *Hopping Green & Sam, P.A.*
  - B. District Engineer: *England-Thims & Miller, Inc.*
  - C. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: November 21, 2019 at 10:00 A.M.

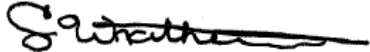
○ QUORUM CHECK

|                    |                              |                             |                                |
|--------------------|------------------------------|-----------------------------|--------------------------------|
| <b>MIKE HAHAJ</b>  | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> PHONE |
| <b>ROB FANCHER</b> | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> PHONE |
| <b>DAN ROACH</b>   | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> PHONE |
| <b>MAX HORD</b>    | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> PHONE |
| <b>JANET PRICE</b> | <input type="checkbox"/> YES | <input type="checkbox"/> NO | <input type="checkbox"/> PHONE |

15. Board Members' Comments/Requests
16. Public Comments
17. Adjournment

I look forward to seeing all of you at the upcoming meeting. In the meantime, if you should have any questions or concerns, please do not hesitate to contact me directly at 561-719-8675.

Sincerely,



Craig Wrathell  
District Manager

**FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE**

**CALL-IN NUMBER: 1-888-354-0094**

**CONFERENCE ID: 2144145**

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**5**

**NOTICE OF TENDER OF RESIGNATION**

To: Board of Supervisors  
East Nassau Stewardship District  
Attn: Craig Wrathell, District Manager  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

From: ROBERT M. RHODES  
Printed Name

Date: 9/2/19  
Date

\* effective  
September  
19, 2019  
at 5:00  
P.M.

I hereby tender my resignation as a member of the Board of Supervisors of the *East Nassau Stewardship District*. My tendered resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accept it at a duly noticed meeting of the Board of Supervisors.

I certify that this Notice of Tender of Resignation has been executed by me and  faxed to 561-571-0013  scanned and electronically transmitted to [gillyardd@whhassociates.com](mailto:gillyardd@whhassociates.com) and agree that the executed fax or email copy shall be binding and enforceable as an original.

*sent by U.S. mail*

Robert M. Rhodes  
Signature

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**6B**

**RESOLUTION 2020-01**

**A RESOLUTION OF THE GOVERNING BOARD OF THE EAST NASSAU STEWARDSHIP DISTRICT DESIGNATING A CHAIR, A VICE CHAIR, A SECRETARY, ASSISTANT SECRETARIES, A TREASURER AND AN ASSISTANT TREASURER OF THE BOGGY BRANCH COMMUNITY DEVELOPMENT DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the East Nassau Stewardship District (hereinafter the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida; and

**WHEREAS**, the Governing Board of the District desires to appoint the below-recited persons to the offices specified.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF EAST NASSAU STEWARDSHIP DISTRICT:**

1. **DISTRICT OFFICERS.** The District officers are as follows:

\_\_\_\_\_ is appointed Chair

\_\_\_\_\_ is appointed Vice Chair

Craig Wrathell is appointed Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

\_\_\_\_\_ is appointed Assistant Secretary

Cindy Cerbone is appointed Assistant Secretary

Howard McGaffney is appointed Assistant Secretary

Craig Wrathell is appointed Treasurer

Jeff Pinder is appointed Assistant Treasurer



2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2019.

Attest:

**EAST NASSAU STEWARDSHIP DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**7A**

**AMENDED AND RESTATED RULES OF PROCEDURE  
EAST NASSAU STEWARDSHIP DISTRICT**

**EFFECTIVE AS OF \_\_\_\_\_, 20\_\_**

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DRAFT

**Rule 1.0      General.**

- (1) The East Nassau Stewardship District (the “District”) was created pursuant to the provisions of Chapter 2017-206, Laws of Florida, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (the “Rules”) is to describe the general operations of the District.
- (2) Definitions located within any section of these Rules shall be applicable within all other sections, unless specifically stated to the contrary.
- (3) Unless specifically permitted by a written agreement with the District, the District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (4) A Rule of the District shall be effective upon adoption by affirmative vote of the District Board. After a Rule becomes effective, it may be repealed or amended only through the rulemaking procedures specified in these Rules. Notwithstanding, the District may immediately suspend the application of a Rule if the District determines that the Rule conflicts with Florida law. In the event that a Rule conflicts with Florida law and its application has not been suspended by the District, such Rule should be interpreted in the manner that best effectuates the intent of the Rule while also complying with Florida law. If the intent of the Rule absolutely cannot be effectuated while complying with Florida law, the Rule shall be automatically suspended.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Rule 1.1      Governing Board Members; Officers and Voting.**

- (1) Governing Board Members. The Governing Board of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Board Members”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Board Members elected or appointed by the Board to elector seats must be citizens of the United States of America, residents of the State of Florida and of the District and registered to vote with the Supervisor of Elections of the county in which the District is located and for those elected, shall also be qualified to run by the Supervisor of Elections. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Board Members shall hold office for the term specified by Chapter 2017-206(5), Laws of Florida. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and

conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District's manager ("District Manager") or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Chapter 2017-206(6)(2) and (3), Laws of Florida, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in at least the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (e) In the event that both the Chairperson and Vice-Chairperson are absent from a Board meeting and a quorum is present, the Board may designate one of its members or a member of District staff to convene and conduct the meeting. In such circumstances, any of the Board members present are authorized to execute agreements, resolutions, and other documents approved by the Board at such meeting. In the event that the Chairperson and Vice-Chairperson are both unavailable to execute a document previously approved by the Board, the Secretary or any Assistant Secretary may execute such document.

- (f) The Board may assign additional duties to District officers from time to time, which include, but are not limited to, executing documents on behalf of the District.
  - (g) The Chairperson, Vice-Chairperson, and any other person authorized by District Resolution may sign checks and warrants for the District, countersigned by the Treasurer or other persons authorized by the Board.
- (3) Committees. The Board may establish committees of the Board, either on a permanent or temporary basis, to perform specifically designated functions. Committees may include individuals who are not members of the Board. Such functions may include, but are not limited to, review of bids, proposals, and qualifications, contract negotiations, personnel matters, and budget preparation.
- (4) Record Book. The Board shall keep a permanent record book entitled "Record of Proceedings," in which shall be recorded minutes of all meetings, resolutions, proceedings, certificates, and corporate acts. The Records of Proceedings shall be located at a District office and shall be available for inspection by the public.
- (5) Meetings. For each fiscal year, the Board shall establish a schedule of regular meetings, which shall be published in a newspaper of general circulation in the county in which the District is located and filed with the local general-purpose governments within whose boundaries the District is located. All meetings of the Board and Committees serving an advisory function shall be open to the public in accord with the provisions of Chapter 286 of the Florida Statutes.
- (6) Conflict of Interest. It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (7) Voting Conflict of Interest. The Board shall comply with Section 112.3143 of the Florida Statutes, so as to ensure the proper disclosure of conflicts of interest on matters coming before the Board for a vote. For the purposes of this section, "voting conflict of interest" shall be governed by the Florida Constitution, Chapter 112, Florida Statutes and Chapter 2017-206, Laws of Florida, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
- (a) Pursuant to Section 112.3143(3)(b), Florida Statutes, a Board member elected on a one-acre, one-vote basis, is not prohibited from voting, when voting in said capacity.



- (b) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

If the Board member was elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, the Board member may vote or abstain from voting on the matter at issue. If the Board member was elected by electors residing within the District, the Board member is prohibited from voting on the matter at issue. In the event that the Board member intends to abstain or is prohibited from voting, such Board member shall not participate in the discussion on the item subject to the vote.

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

- (c) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** §§ 112.3143, Fla. Stat., Ch. 2017-206(5) and (6), Laws of Florida

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

- (1) District Offices. Unless otherwise designated by the Board, the official District office shall be the District Manager's office identified by the District Manager. If the District Manager's office is not located within the county in which the District is located, the Board shall designate a local records office within such county which shall at a minimum contain, but not be limited to, the following documents:
- (a) Agenda packages for prior 24 months and next meeting;
  - (b) Official minutes of meetings, including adopted resolutions of the Board;
  - (c) Names and addresses of current Board members and District Manager, unless such addresses are protected from disclosure by law;
  - (d) Adopted engineer's reports;
  - (e) Adopted assessment methodologies/reports;
  - (f) Adopted disclosure of public financing;
  - (g) Limited Offering Memorandum for each financing undertaken by the District;
  - (h) Proceedings, certificates, bonds given by all employees, and any and all corporate acts;
  - (i) District policies and rules;
  - (j) Fiscal year end audits; and
  - (k) Adopted budget for the current fiscal year.

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

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

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

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

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

- (5) Records Retention. The Secretary of the District shall be responsible for retaining the District's records in accordance with applicable Florida law.
- (6) Policies. The Board may adopt policies related to the conduct of its business and the provision of services either by resolution or motion.
- (7) Financial Disclosure Coordination. Unless specifically designated by Board resolution otherwise, the Secretary shall serve as the Financial Disclosure Coordinator ("Coordinator") for the District as required by the Florida Commission on Ethics ("Commission"). The Coordinator shall create, maintain and update a list of the names, e-mail addresses, physical addresses, and names of the agency of, and the office or position held by, all Board members and other persons required by Florida law to file a statement of financial interest due to his or her affiliation with the District ("Reporting Individual"). The Coordinator shall provide this list to the Commission by February 1 of each year, which list shall be current as of December 31 of the prior year. Each Board Member and Reporting Individual shall promptly notify the Coordinator in writing if there are any changes to such person's name, e-mail address, or physical address. Each Board Member and Reporting Individual shall promptly notify the Commission in the manner prescribed by the Commission if there are any changes to such person's e-mail address.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(5), Laws of Florida, §§ 112.31446(3), 112.3145(8)(a)1., 119.07, 119.0701, Fla. Stat.

**Rule 1.3 Public Meetings, Hearings, and Workshops.**

- (1) Notice. Except in emergencies, or as otherwise required by statute or these Rules, at least seven (7) days, but no more than thirty (30) days public notice shall be given of any public meeting, hearing or workshop of the Board. Public notice shall be given by publication in a newspaper of general circulation in the District and in the county in which the District is located. "General circulation" means a publication that is printed and published at least once a week for the preceding year, offering at least 25% of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.417 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. Each Notice shall state, as applicable:
- (a) The date, time and place of the meeting, hearing or workshop;
  - (b) A brief description of the nature, subjects, and purposes of the meeting, hearing, or workshop;
  - (c) The District office address for the submission of requests for copies of the agenda, as well as a contact name and telephone number for verbal requests for copies of the agenda; and
  - (d) The following or substantially similar language: "Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (561) 571-0010. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770 or 1 (800) 955-8771, who can aid you in contacting the District Office."
  - (e) The following or substantially similar language: "A person who decides to appeal any decision made at the meeting/hearing/workshop with respect to any matter considered at the meeting/hearing/workshop is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made including the testimony and evidence upon which the appeal is to be based."

- (f) The following or substantially similar language: “The meeting [or hearing or workshop] may be continued in progress without additional notice to a time, date, and location stated on the record.”
- (2) Mistake. In the event that a meeting is held under the incorrect assumption that notice required by law and these Rules has been given, the Board at its next properly noticed meeting shall cure such defect by considering the agenda items from the prior meeting individually and anew.
- (3) Agenda. The District Manager, under the guidance of District Counsel and the Chairperson or Vice-Chairperson, shall prepare an agenda of the meeting/hearing/workshop. The agenda and any meeting materials available in an electronic format, excluding any confidential and any confidential and exempt information, shall be available to the public at least seven days before the meeting/hearing/workshop except in an emergency. Meeting materials shall be defined as, and limited to, the agenda, meeting minutes, resolutions, and agreements of the District that District staff deems necessary for Board approval. Inclusion of additional materials for Board consideration other than those defined herein as “meeting materials” shall not convert such materials into “meeting materials.” For good cause, the agenda may be changed after it is first made available for distribution, and additional materials may be added or provided under separate cover at the meeting. The requirement of good cause shall be liberally construed to allow the District to efficiently conduct business and to avoid the expenses associated with special meetings.

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

- Call to order
- Roll call
- Public comment
- Organizational matters
- Review of minutes
- Specific items of old business
- Specific items of new business
- Staff reports
  - (a) District Counsel
  - (b) District Engineer
  - (c) District Manager
    - 1. Financial Report
    - 2. Approval of Expenditures
- Board Member’s requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, upon consultation with the District Manager and District Counsel, if available, may convene an emergency meeting of the Board without first having complied with sections (1) and (3) of this Rule, to act on emergency matters that may affect the public health, safety, or welfare. Whenever possible, the District Manager shall make reasonable efforts to provide public notice and notify all Board members of an emergency meeting twenty-four (24) hours in advance. Reasonable efforts may include telephone notification. Notice of the emergency meeting must be provided both before and after the meeting on the District's website, if it has one. Whenever an emergency meeting is called, the District Manager shall be responsible for notifying at least one newspaper of general circulation in the District. After an emergency meeting, the Board shall publish in a newspaper of general circulation in the District, the time, date and place of the emergency meeting, the reasons why an emergency meeting was necessary and a description of the action taken. Actions taken at an emergency meeting may be ratified by the Board at a regularly noticed meeting subsequently held.
- (7) Public Comment. The Board shall set aside a reasonable amount of time at each meeting for public comment and members of the public shall be permitted to provide comment on any proposition before the Board. The portion of the meeting generally reserved for public comment shall be identified in the agenda. Policies governing public comment may be adopted by the Board in accordance with Florida law.
- (8) Budget Hearing. Notice of hearing on the annual budget(s) shall be in accord with Chapter 2017-206(6)(4), Laws of Florida. Once adopted in accord with Chapter 2017-206(6)(4), Laws of Florida, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and

published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.

- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (11) Board Authorization. The District has not adopted Robert's Rules of Order. For each agenda item, there shall be discussion permitted among the Board members during the meeting. Unless such procedure is waived by the Board, approval or disapproval of resolutions and other proposed Board actions shall be in the form of a motion by one Board member, a second by another Board member, and an affirmative vote by the majority of the Board members present. Any Board member, including the Chairperson, can make or second a motion.
- (12) Continuances. Any meeting or public hearing of the Board may be continued without re-notice or re-advertising provided that:
  - (a) The Board identifies on the record at the original meeting a reasonable need for a continuance;
  - (b) The continuance is to a specified date, time, and location publicly announced at the original meeting; and
  - (c) The public notice for the original meeting states that the meeting may be continued to a date and time and states that the date, time, and location of any continuance shall be publicly announced at the original meeting and posted at the District Office immediately following the original meeting.
- (13) Attorney-Client Sessions. An Attorney-Client Session is permitted when the District's attorneys deem it necessary to meet in private with the Board to discuss pending litigation to which the District is a party before a court or administrative agency or as may be authorized by law. The District's attorney must request such session at a public meeting. Prior to holding the Attorney-Client Session, the District must give reasonable public notice of the time and date of the session and the names of the persons anticipated to attend the session. The session must commence at an open meeting in which the Chairperson or Vice-Chairperson announces the commencement of the session, the estimated length of the session, and the names of the persons who will be attending the session. The discussion during the session is confined to settlement negotiations or strategy related to



litigation expenses or as may be authorized by law. Only the Board, the District's attorneys (including outside counsel), the District Manager, and the court reporter may attend an Attorney-Client Session. During the session, no votes may be taken and no final decisions concerning settlement can be made. Upon the conclusion of the session, the public meeting is reopened and the Chairperson or Vice-Chairperson must announce that the session has concluded. The session must be transcribed by a court-reporter and the transcript of the session filed with the District Secretary within a reasonable time after the session. The transcript shall not be available for public inspection until after the conclusion of the litigation.

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

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(5) and (6), Laws of Florida, §§ 189.069(2)(a)16, 286.0105, 286.011, 286.0113, 286.0114, Fla. Stat.

**Rule 1.4 Internal Controls to Prevent Fraud, Waste and Abuse**

- (1) Internal Controls. The District shall establish and maintain internal controls designed to:
- (a) Prevent and detect “fraud,” “waste” and “abuse” as those terms are defined in section 11.45(1), Florida Statutes; and
  - (b) Promote and encourage compliance with applicable laws, rules contracts, grant agreements, and best practices; and
  - (c) Support economical and efficient operations; and
  - (d) Ensure reliability of financial records and reports; and
  - (e) Safeguard assets.
- (2) Adoption. The internal controls to prevent fraud, waste and abuse shall be adopted and amended by the District in the same manner as District policies.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** § 218.33(3), Fla. Stat.

## **Rule 2.0 Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 2017-206, Laws of Florida. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least twenty-nine (29) days prior to the public hearing on the proposed Rule. The Notice of Rule Development shall indicate the subject area to be addressed by rule development, provide a short, plain explanation of the purpose and effect of the proposed rule, cite the specific legal authority for the proposed rule, and include a statement of how a person may promptly obtain, without cost, a copy of any preliminary draft, if available.
  - (b) All rules as drafted shall be consistent with Sections 120.54(1)(g) and 120.54(2)(b) of the Florida Statutes.
- (3) Notice of Proceedings and Proposed Rules.
  - (a) Prior to the adoption, amendment, or repeal of any rule other than an emergency rule, the District shall give notice of its intended action, setting forth a short, plain explanation of the purpose and effect of the proposed action, a reference to the specific rulemaking authority pursuant to which the rule is adopted, and a reference to the section or subsection of the Florida Statutes being implemented, interpreted, or made specific. The notice shall include a summary of the District’s statement of the estimated regulatory costs, if one has been prepared, based on the factors set forth in Section 120.541(2) of the Florida Statutes, and a statement that any person who wishes to provide the District with a lower cost regulatory alternative as provided by Section 120.541(1), must do so in writing within twenty-one (21) days after publication of the notice. The notice shall additionally include a statement that any affected person may request a public hearing

by submitting a written request within twenty-one (21) days after the date of publication of the notice. Except when intended action is the repeal of a rule, the notice shall include a reference to both the date on which and the place where the Notice of Rule Development required by section (2) of this Rule appeared.

- (b) The notice shall be published in a newspaper of general circulation in the District and each county in which the District is located not less than twenty-eight (28) days prior to the intended action. The proposed rule shall be available for inspection and copying by the public at the time of the publication of notice.
  - (c) The notice shall be mailed to all persons named in the proposed rule and to all persons who, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its rulemaking proceedings. Any person may file a written request with the District Manager to receive notice by mail of District proceedings to adopt, amend, or repeal a rule. Such persons must furnish a mailing address and may be required to pay the cost of copying and mailing.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the Chairperson must explain in writing why a workshop is unnecessary. The District may initiate a rule development workshop but is not required to do so.
- (5) Petitions to Initiate Rulemaking. All Petitions to Initiate Rulemaking proceedings must contain the name, address, and telephone number of the petitioner, the specific action requested, the specific reason for adoption, amendment, or repeal, the date submitted, the text of the proposed rule, and the facts showing that the petitioner is regulated by the District or has a substantial interest in the rulemaking. Not later than sixty (60) calendar days following the date of filing a petition, the Board shall initiate rulemaking proceedings or deny the petition with a written statement of its reasons for the denial. If the petition is directed to an existing policy that the District has not formally adopted as a rule, the District may, in its discretion, notice and hold a public hearing on the petition to consider the comments of the public directed to the policy, its scope and application, and to consider whether the public interest is served adequately by the application of the policy on a case-by-case basis, as contrasted with its formal adoption as a rule. However, this section shall not be construed as requiring the District to adopt a rule to replace a policy.
- (6) Rulemaking Materials. After the publication of the notice referenced in section (3) of this Rule, the Board shall make available for public inspection and shall provide, upon request and payment of the cost of copies, the following materials:

- (a) The text of the proposed rule, or any amendment or repeal of any existing rules;
  - (b) A detailed written statement of the facts and circumstances justifying the proposed rule;
  - (c) A copy of the statement of estimated regulatory costs if required by Section 120.541 of the Florida Statutes; and
  - (d) The published notice.
- (7) Hearing. The District may, or, upon the written request of any affected person received within twenty-one (21) days after the date of publication of the notice described in section (3) of this Rule, shall, provide a public hearing for the presentation of evidence, argument, and oral statements, within the reasonable conditions and limitations imposed by the District to avoid duplication, irrelevant comments, unnecessary delay, or disruption of the proceedings. The District shall publish notice of the public hearing in a newspaper of general circulation within the District either in the text of the notice described in section (3) of this Rule or in a separate publication at least seven (7) days before the scheduled public hearing. The notice shall specify the date, time, and location of the public hearing, and the name, address, and telephone number of the District contact person who can provide information about the public hearing. Written statements may be submitted by any person prior to or at the public hearing. All timely submitted written statements shall be considered by the District and made part of the rulemaking record.
- (8) Emergency Rule Adoption. The Board may adopt an emergency rule if it finds that immediate danger to the public health, safety, or welfare exists which requires immediate action. Prior to the adoption of an emergency rule, the District Manager shall make reasonable efforts to notify a newspaper of general circulation in the District. Notice of emergency rules shall be published as soon as possible in a newspaper of general circulation in the District. The District may use any procedure which is fair under the circumstances in the adoption of an emergency rule as long as it protects the public interest as determined by the District and otherwise complies with these provisions.
- (9) Negotiated Rulemaking. The District may use negotiated rulemaking in developing and adopting rules pursuant to Section 120.54(2)(d) of the Florida Statutes, except that any notices required under Section 120.54(2)(d) of the Florida Statutes, may be published in a newspaper of general circulation in the county in which the District is located.
- (10) Rulemaking Record. In all rulemaking proceedings, the District shall compile and maintain a rulemaking record. The record shall include, if applicable:

- (a) The texts of the proposed rule and the adopted rule;
  - (b) All notices given for a proposed rule;
  - (c) Any statement of estimated regulatory costs for the rule;
  - (d) A written summary of hearings, if any, on the proposed rule;
  - (e) All written comments received by the District and responses to those written comments; and
  - (f) All notices and findings pertaining to an emergency rule.
- (11) Petitions to Challenge Existing Rules.
- (a) Any person substantially affected by a rule may seek an administrative determination of the invalidity of the rule on the ground that the rule is an invalid exercise of the District's authority.
  - (b) The petition seeking an administrative determination must state with particularity the provisions alleged to be invalid with sufficient explanation of the facts or grounds for the alleged invalidity and facts sufficient to show that the person challenging a rule is substantially affected by it.
  - (c) The petition shall be filed with the District. Within 10 days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer who shall conduct a hearing within 30 days thereafter, unless the petition is withdrawn or a continuance is granted by agreement of the parties. The failure of the District to follow the applicable rulemaking procedures or requirements in this Rule shall be presumed to be material; however, the District may rebut this presumption by showing that the substantial interests of the petitioner and the fairness of the proceedings have not been impaired.
  - (d) Within 30 days after the hearing, the hearing officer shall render a decision and state the reasons therefor in writing.
  - (e) Hearings held under this section shall be de novo in nature. The petitioner has a burden of proving by a preponderance of the evidence that the existing rule is an invalid exercise of District authority as to the objections raised. The hearing officer may:
    - (i) Administer oaths and affirmations;

- (ii) Rule upon offers of proof and receive relevant evidence;
  - (iii) Regulate the course of the hearing, including any pre-hearing matters;
  - (iv) Enter orders; and
  - (v) Make or receive offers of settlement, stipulation, and adjustment.
- (f) The petitioner and the District shall be adverse parties. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (12) Variations and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variations and waivers from District rules may be granted subject to the following:
- (a) Variations and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, or other type of hardship to the person requesting the variance or waiver. For purposes of this section, "principles of fairness" are violated when the literal application of a rule affects a particular person in a manner significantly different from the way it affects other similarly situated persons who are subject to the rule.
  - (b) A person who is subject to regulation by a District Rule may file a petition with the District, requesting a variance or waiver from the District's Rule. Each petition shall specify:
    - (i) The rule from which a variance or waiver is requested;
    - (ii) The type of action requested;
    - (iii) The specific facts that would justify a waiver or variance for the petitioner; and
    - (iv) The reason why the variance or the waiver requested would serve the purposes of the underlying statute.
  - (c) The District shall review the petition and may request only that information needed to clarify the petition or to answer new questions

raised by or directly related to the petition. If the petitioner asserts that any request for additional information is not authorized by law or by Rule of the District, the District shall proceed, at the petitioner's written request, to process the petition.

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

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

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q) and (6)(20), Laws of Florida  
**Law Implemented:** Ch. 2017-206(6)(6)(e) and (6)(20), Laws of Florida



**Rule 3.0 Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Chapter 2017-206(6)(19)(a) through (c), Laws of Florida and Sections 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed two million dollars (\$2,000,000), for a study activity when the fee for such Professional Services to the District does not exceed two hundred thousand dollars (\$200,000), or for work of a specified nature as outlined in the contract with the District, with no time limitation except that the contract must provide a termination clause (for example, a contract for general District engineering services). Firms providing Professional Services under Continuing Contracts shall not be required to bid against one another.
  - (c) “Contractual Service” means the rendering by a contractor of its time and effort rather than the furnishing of specific commodities. The term applies only to those services rendered by individuals and firms who are independent contractors. Contractual Services do not include auditing services, Maintenance Services, or Professional Services as defined in Section 287.055(2)(a) of the Florida Statutes, and these Rules. Contractual Services also do not include any contract for the furnishing of labor or materials for the construction, renovation, repair, modification, or demolition of any facility, building, portion of building, utility, park, parking lot, or structure or other improvement to real property entered into pursuant to Chapter 255 of the Florida Statutes, and Rules 3.5 or 3.6.

- (d) “Design-Build Contract” means a single contract with a Design-Build Firm for the design and construction of a public construction project.
- (e) “Design-Build Firm” means a partnership, corporation or other legal entity that:
  - (i) Is certified under Section 489.119 of the Florida Statutes, to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
  - (ii) Is certified under Section 471.023 of the Florida Statutes, to practice or to offer to practice engineering; certified under Section 481.219 of the Florida Statutes, to practice or to offer to practice architecture; or certified under Section 481.319 of the Florida Statutes, to practice or to offer to practice landscape architecture.
- (f) “Design Criteria Package” means concise, performance-oriented drawings or specifications for a public construction project. The purpose of the Design Criteria Package is to furnish sufficient information to permit Design-Build Firms to prepare a bid or a response to the District’s Request for Proposals, or to permit the District to enter into a negotiated Design-Build Contract. The Design Criteria Package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project. Design Criteria Packages shall require firms to submit information regarding the qualifications, availability, and past work of the firms, including the partners and members thereof.
- (g) “Design Criteria Professional” means a firm who holds a current certificate of registration under Chapter 481 of the Florida Statutes, to practice architecture or landscape architecture, or a firm who holds a current certificate as a registered engineer under Chapter 471 of the Florida Statutes, to practice engineering, and who is employed by or under contract to the District to provide professional architect services, landscape architect services, or engineering services in connection with the preparation of the Design Criteria Package.
- (h) “Emergency Purchase” means a purchase necessitated by a sudden unexpected turn of events (for example, acts of God, riot, fires, floods, hurricanes, accidents, or any circumstances or cause beyond the control of the Board in the normal conduct of its business), where the Board finds

that the delay incident to competitive purchase would be detrimental to the interests of the District. This includes, but is not limited to, instances where the time to competitively award the project will jeopardize the funding for the project, will materially increase the cost of the project, or will create an undue hardship on the public health, safety, or welfare.

- (i) “Invitation to Bid” is a written solicitation for sealed bids with the title, date, and hour of the public bid opening designated specifically and defining the commodity or service involved. It includes printed instructions prescribing conditions for bidding, qualification, evaluation criteria, and provides for a manual signature of an authorized representative. It may include one or more bid alternates.
- (j) “Invitation to Negotiate” means a written solicitation for competitive sealed replies to select one or more vendors with which to commence negotiations for the procurement of commodities or services.
- (k) “Negotiate” means to conduct legitimate, arm’s length discussions and conferences to reach an agreement on a term or price.
- (l) “Professional Services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of Florida, or those services performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper, in connection with the firm's or individual's professional employment or practice.
- (m) “Proposal (or Reply or Response) Most Advantageous to the District” means, as determined in the sole discretion of the Board, the proposal, reply, or response that is:
  - (i) Submitted by a person or firm capable and qualified in all respects to perform fully the contract requirements, who has the integrity and reliability to assure good faith performance;
  - (ii) The most responsive to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation as determined by the Board; and
  - (iii) For a cost to the District deemed by the Board to be reasonable.
- (n) “Purchase” means acquisition by sale, rent, lease, lease/purchase, or installment sale. It does not include transfer, sale, or exchange of goods, supplies, or materials between the District and any federal, state, regional or local governmental entity or political subdivision of the State of Florida.

- (o) “Request for Proposals” or “RFP” is a written solicitation for sealed proposals with the title, date, and hour of the public opening designated and requiring the manual signature of an authorized representative. It may provide general information, applicable laws and rules, statement of work, functional or general specifications, qualifications, proposal instructions, work detail analysis, and evaluation criteria as necessary.
  
- (p) “Responsive and Responsible Bidder” means an entity or individual that has submitted a bid that conforms in all material respects to the Invitation to Bid and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. “Responsive and Responsible Vendor” means an entity or individual that has submitted a proposal, reply, or response that conforms in all material respects to the Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance. In determining whether an entity or individual is a Responsive and Responsible Bidder (or Vendor), the District may consider, in addition to factors described in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the following:
  - (i) The ability and adequacy of the professional personnel employed by the entity/individual;
  - (ii) The past performance of the entity/individual for the District and in other professional employment;
  - (iii) The willingness of the entity/individual to meet time and budget requirements;
  - (iv) The geographic location of the entity’s/individual’s headquarters or office in relation to the project;
  - (v) The recent, current, and projected workloads of the entity/individual;
  - (vi) The volume of work previously awarded to the entity/individual;
  - (vii) Whether the cost components of the bid or proposal are appropriately balanced; and
  - (viii) Whether the entity/individual is a certified minority business enterprise.

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

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida, §§ 255.20, 287.055, Fla. Stat.

DRAFT

**Rule 3.1 Procedure Under the Consultants' Competitive Negotiations Act.**

- (1) Scope. The following procedures are adopted for the selection of firms or individuals to provide Professional Services exceeding the thresholds herein described, for the negotiation of such contracts, and to provide for protest of actions of the Board under this Rule. As used in this Rule, "Project" means that fixed capital outlay study or planning activity when basic construction cost is estimated by the District to exceed the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FIVE, or for a planning study activity when the fee for Professional Services is estimated by the District to exceed the threshold amount provided in Section 287.017 for CATEGORY TWO, as such categories may be amended or adjusted from time to time.
- (2) Qualifying Procedures. In order to be eligible to provide Professional Services to the District, a consultant must, at the time of receipt of the firm's qualification submittal:
  - (a) Hold all required applicable state professional licenses in good standing;
  - (b) Hold all required applicable federal licenses in good standing, if any.
  - (c) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the consultant is a corporation; and
  - (d) Meet any qualification requirements set forth in the District's Request for Qualifications.

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

- (3) Public Announcement. Except in cases of valid public emergencies as certified by the Board, the District shall announce each occasion when Professional Services are required for a Project or a Continuing Contract by publishing a notice providing a general description of the Project, or the nature of the Continuing Contract, and the method for interested consultants to apply for consideration. The notice shall appear in at least one (1) newspaper of general circulation in the District and in such other places as the District deems appropriate. The notice must allow at least fourteen (14) days for submittal of qualifications from the date of publication. The District may maintain lists of consultants interested in receiving such notices. These consultants are encouraged to submit annually statements of qualifications and performance data. The District shall make reasonable efforts to provide copies of any notices to such consultants, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process. The Board has the

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

(4) Competitive Selection.

- (a) The Board shall review and evaluate the data submitted in response to the notice described in section (3) of this Rule regarding qualifications and performance ability, as well as any statements of qualifications on file. The Board shall conduct discussions with, and may require public presentation by consultants regarding their qualifications, approach to the Project, and ability to furnish the required services. The Board shall then select and list the consultants, in order of preference, deemed to be the most highly capable and qualified to perform the required Professional Services, after considering these and other appropriate criteria:
- (i) The ability and adequacy of the professional personnel employed by each consultant;
  - (ii) Whether a consultant is a certified minority business enterprise;
  - (iii) Each consultant's past performance;
  - (iv) The willingness of each consultant to meet time and budget requirements;
  - (v) The geographic location of each consultant's headquarters, office and personnel in relation to the project;
  - (vi) The recent, current, and projected workloads of each consultant; and
  - (vii) The volume of work previously awarded to each consultant by the District.
- (b) Nothing in these Rules shall prevent the District from evaluating and eventually selecting a consultant if less than three (3) Responsive qualification packages, including packages indicating a desire not to provide Professional Services on a given Project, are received.
- (c) If the selection process is administered by any person or committee other than the full Board, the selection made will be presented to the full Board with a recommendation that competitive negotiations be instituted with the selected firms in order of preference listed.

- (d) Notice of the rankings adopted by the Board, including the rejection of some or all qualification packages, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's ranking decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (5) Competitive Negotiation.
- (a) After the Board has authorized the beginning of competitive negotiations, the District may begin such negotiations with the firm listed as most qualified to perform the required Professional Services at a rate or amount of compensation which the Board determines is fair, competitive, and reasonable.
  - (b) In negotiating a lump-sum or cost-plus-a-fixed-fee professional contract for more than the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, the firm receiving the award shall be required to execute a truth-in-negotiation certificate stating that "wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting." In addition, any professional service contract under which such a certificate is required, shall contain a provision that "the original contract price and any additions thereto, shall be adjusted to exclude any significant sums by which the Board determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs."
  - (c) Should the District be unable to negotiate a satisfactory agreement with the firm determined to be the most qualified at a price deemed by the District to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the District shall immediately begin negotiations with the second most qualified firm. If a satisfactory agreement with the second firm cannot be reached, those negotiations shall be terminated and negotiations with the third most qualified firm shall be undertaken.
  - (d) Should the District be unable to negotiate a satisfactory agreement with one of the top three (3) ranked consultants, additional firms shall be selected by the District, in order of their competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.



- (6) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (7) Continuing Contract. Nothing in this Rule shall prohibit a Continuing Contract between a consultant and the District.
- (8) Emergency Purchase. The District may make an Emergency Purchase without complying with these Rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(6)(c); (6)(19), Laws of Florida, §§ 119.07, 287.055, Fla. Stat.

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### **Rule 3.2 Procedure Regarding Auditor Selection.**

In order to comply with the requirements of Section 218.391 of the Florida Statutes, the following procedures are outlined for selection of firms or individuals to provide Auditing Services and for the negotiation of such contracts.

(1) Definitions.

- (a) "Auditing Services" means those services within the scope of the practice of a certified public accounting firm licensed under Chapter 473 of the Florida Statutes, and qualified to conduct audits in accordance with government auditing standards as adopted by the Florida Board of Accountancy.
- (b) "Committee" means the auditor selection committee appointed by the Board as described in section (2) of this Rule.

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

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

- (a) Minimum Qualifications. In order to be eligible to submit a proposal, a firm must, at all relevant times including the time of receipt of the proposal by the District:
  - (i) Hold all required applicable state professional licenses in good standing;

- (ii) Hold all required applicable federal licenses in good standing, if any;
- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation; and
- (iv) Meet any pre-qualification requirements established by the Committee and set forth in the RFP or other specifications.

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

- (b) Evaluation Criteria. The factors established for the evaluation of Auditing Services by the Committee shall include, but are not limited to:
  - (i) Ability of personnel;
  - (ii) Experience;
  - (iii) Ability to furnish the required services; and
  - (iv) Such other factors as may be determined by the Committee to be applicable to its particular requirements.

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

- (4) Public Announcement. After identifying the factors to be used in evaluating the proposals for Auditing Services as set forth in section (3) of this Rule, the Committee shall publicly announce the opportunity to provide Auditing Services. Such public announcement shall include a brief description of the audit and how interested firms can apply for consideration and obtain the RFP. The notice shall appear in at least one (1) newspaper of general circulation in the District and the county in which the District is located. The public announcement shall allow for at least seven (7) days for the submission of proposals.
- (5) Request for Proposals. The Committee shall provide interested firms with a Request for Proposals (“RFP”). The RFP shall provide information on how proposals are to be evaluated and such other information the Committee determines is necessary for the firm to prepare a proposal. The RFP shall state the time and place for submitting proposals.

- (6) Committee's Evaluation of Proposals and Recommendation. The Committee shall meet at a publicly held meeting that is publicly noticed for a reasonable time in advance of the meeting to evaluate all qualified proposals and may, as part of the evaluation, require that each interested firm provide a public presentation where the Committee may conduct discussions with the firm, and where the firm may present information, regarding the firm's qualifications. At the public meeting, the Committee shall rank and recommend in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services after considering the factors established pursuant to subsection (3)(b) of this Rule. If fewer than three firms respond to the RFP or if no firms respond to the RFP, the Committee shall recommend such firm as it deems to be the most highly qualified. Notwithstanding the foregoing, the Committee may recommend that any and all proposals be rejected.
- (7) Board Selection of Auditor.
- (a) Where compensation was not selected as a factor used in evaluating the proposals, the Board shall negotiate with the firm ranked first and inquire of that firm as to the basis of compensation. If the Board is unable to negotiate a satisfactory agreement with the first ranked firm at a price deemed by the Board to be fair, competitive, and reasonable, then negotiations with that firm shall be terminated and the Board shall immediately begin negotiations with the second ranked firm. If a satisfactory agreement with the second ranked firm cannot be reached, those negotiations shall be terminated and negotiations with the third ranked firm shall be undertaken. The Board may reopen formal negotiations with any one of the three top-ranked firms, but it may not negotiate with more than one firm at a time. If the Board is unable to negotiate a satisfactory agreement with any of the selected firms, the Committee shall recommend additional firms in order of the firms' respective competence and qualifications. Negotiations shall continue, beginning with the first-named firm on the list, until an agreement is reached or the list of firms is exhausted.
- (b) Where compensation was selected as a factor used in evaluating the proposals, the Board shall select the highest-ranked qualified firm or document in its public records the reason for not selecting the highest-ranked qualified firm.
- (c) In negotiations with firms under this Rule, the Board may allow the District Manager, District Counsel, or other designee to conduct negotiations on its behalf.
- (d) Notwithstanding the foregoing, the Board may reject any or all proposals. The Board shall not consider any proposal, or enter into any contract for Auditing Services, unless the proposed agreed-upon compensation is

reasonable to satisfy the requirements of Section 218.39 of the Florida Statutes, and the needs of the District.

- (8) Contract. Any agreement reached under this Rule shall be evidenced by a written contract, which may take the form of an engagement letter signed and executed by both parties. The written contract shall include all provisions and conditions of the procurement of such services and shall include, at a minimum, the following:
- (a) A provision specifying the services to be provided and fees or other compensation for such services;
  - (b) A provision requiring that invoices for fees or other compensation be submitted in sufficient detail to demonstrate compliance with the terms of the contract;
  - (c) A provision setting forth deadlines for the auditor to submit a preliminary draft audit report to the District for review and to submit a final audit report no later than June 30 of the fiscal year that follows the fiscal year for which the audit is being conducted;
  - (d) A provision specifying the contract period, including renewals and conditions under which the contract may be terminated or renewed. A renewal may be done without the use of the auditor selection procedures provided in this Rule, but must be in writing.
  - (e) Provisions required by law that require the auditor to comply with public records laws.
- (9) Notice of Award. Once a negotiated agreement with a firm or individual is reached, or the Board authorizes the execution of an agreement with a firm where compensation was a factor in the evaluation of proposals, notice of the intent to award, including the rejection of some or all proposals, shall be provided in writing to all proposers by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests regarding the award of contracts under this Rule shall be as provided for in Rule 3.11. No proposer shall be entitled to recover any costs of proposal preparation or submittal from the District.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** §§ 119.07, 218.33, 218.391, Fla. Stat.

**Rule 3.3 Purchase of Insurance.**

- (1) Scope. The purchases of life, health, accident, hospitalization, legal expense, or annuity insurance, or all of any kinds of such insurance for the officers and employees of the District, and for health, accident, hospitalization, and legal expenses upon a group insurance plan by the District, shall be governed by this Rule. This Rule does not apply to the purchase of any other type of insurance by the District, including but not limited to liability insurance, property insurance, and directors and officers insurance. Nothing in this Rule shall require the District to purchase insurance.
- (2) Procedure. For a purchase of insurance within the scope of these Rules, the following procedure shall be followed:
  - (a) The Board shall cause to be prepared a Notice of Invitation to Bid.
  - (b) Notice of the Invitation to Bid shall be advertised at least once in a newspaper of general circulation within the District. The notice shall allow at least fourteen (14) days for submittal of bids.
  - (c) The District may maintain a list of persons interested in receiving notices of Invitations to Bid. The District shall make reasonable efforts to provide copies of any notices to such persons, but the failure to do so shall not give such consultants any bid protest or other rights or otherwise disqualify any otherwise valid procurement process.
  - (d) Bids shall be opened at the time and place noted in the Invitation to Bid.
  - (e) If only one (1) response to an Invitation is received, the District may proceed with the purchase. If no response to an Invitation to Bid is received, the District may take whatever steps are reasonably necessary in order to proceed with the purchase.
  - (f) The Board has the right to reject any and all bids and such reservations shall be included in all solicitations and advertisements.
  - (g) Simultaneously with the review of the submitted bids, the District may undertake negotiations with those companies that have submitted reasonable and timely bids and, in the opinion of the District, are fully qualified and capable of meeting all services and requirements. Bid responses shall be evaluated in accordance with the specifications and criteria contained in the Invitation to Bid; in addition, the total cost to the District, the cost, if any, to the District officers, employees, or their dependents, the geographic location of the company's headquarters and offices in relation to the District, and the ability of the company to guarantee premium stability may be considered. A contract to purchase

insurance shall be awarded to that company whose response to the Invitation to Bid best meets the overall needs of the District, its officers, employees, and/or dependents.

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

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** § 112.08, Fla. Stat.

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### **Rule 3.4 Pre-qualification**

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed pre-qualification criteria and procedures and allow at least seven (7) days notice of the public hearing for comments on such pre-qualification criteria and procedures. At such public hearing, potential vendors may object to such pre-qualification criteria and procedures. Following such public hearing, the Board shall formally adopt pre-qualification criteria and procedures prior to the advertisement of the Request for Qualifications for construction services.
  - (c) The Request for Qualifications shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall allow at least seven (7) days for submittal of qualifications for goods, supplies and materials, Contractual Services, maintenance services, and construction services under two hundred fifty thousand dollars (\$250,000). The notice shall allow at least twenty-one (21) days for submittal of qualifications for construction services estimated to cost over two hundred fifty thousand dollars (\$250,000) and thirty (30) days for construction services estimated to cost over five hundred thousand dollars (\$500,000).
  - (d) The District may maintain lists of persons interested in receiving notices of Requests for Qualifications. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any pre-qualification determination or contract awarded in accordance with these Rules and shall not be a basis for a protest of any pre-qualification determination or contract award.
  - (e) If the District has pre-qualified vendors for a particular category of purchase, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies or



responses in response to the applicable Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

- (f) In order to be eligible to submit qualifications, a firm or individual must, at the time of receipt of the qualifications:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Request for Qualifications.

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

- (g) Qualifications shall be presented to the Board, or a committee appointed by the Board, for evaluation in accordance with the Request for Qualifications and this Rule. Minor variations in the qualifications may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature.
- (h) All vendors determined by the District to meet the pre-qualification requirements shall be pre-qualified. To assure full understanding of the responsiveness to the requirements contained in a Request for Qualifications, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion and revision of qualifications. For construction services, any contractor pre-qualified and considered eligible by the Department of Transportation to bid to perform the type of work the project entails shall be presumed to be qualified to perform the project.
- (i) The Board shall have the right to reject all qualifications if there are not enough to be competitive or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of qualification preparation or submittal from the District.

- (j) Notice of intent to pre-qualify, including rejection of some or all qualifications, shall be provided in writing to all vendors by United States Mail, electronic mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's pre-qualification decisions under this Rule shall be in accordance with the procedures set forth in Rule 3.11; provided however, protests related to the pre-qualification criteria and procedures for construction services shall be resolved in accordance with section (2)(b) of this Rule and Section 255.20(1)(b) of the Florida Statutes.

(3) Suspension, Revocation, or Denial of Qualification

- (a) The District, for good cause, may deny, suspend, or revoke a prequalified vendor's pre-qualified status. A suspension, revocation, or denial for good cause shall prohibit the vendor from bidding on any District construction contract for which qualification is required, shall constitute a determination of non-responsibility to bid on any other District construction or maintenance contract, and shall prohibit the vendor from acting as a material supplier or subcontractor on any District contract or project during the period of suspension, revocation, or denial. Good cause shall include the following:
  - i. One of the circumstances specified under Section 337.16(2), Fla. Stat., has occurred.
  - ii. Affiliated contractors submitted more than one proposal for the same work. In this event the pre-qualified status of all of the affiliated bidders will be revoked, suspended, or denied. All bids of affiliated bidders will be rejected.
  - iii. The vendor made or submitted false, deceptive, or fraudulent statements, certifications, or materials in any claim for payment or any information required by any District contract.
  - iv. The vendor or its affiliate defaulted on any contract or a contract surety assumed control of financial responsibility for any contract of the vendor.
  - v. The vendor's qualification to bid is suspended, revoked, or denied by any other public or semi-public entity, or the vendor has been the subject of a civil enforcement proceeding or settlement involving a public or semi-public entity.

- vi. The vendor failed to comply with contract or warranty requirements or failed to follow District direction in the performance of a contract.
- vii. The vendor failed to timely furnish all contract documents required by the contract specifications, special provisions, or by any state or federal statutes or regulations. If the vendor fails to furnish any of the subject contract documents by the expiration of the period of suspension, revocation, or denial set forth above, the vendor's pre-qualified status shall remain suspended, revoked, or denied until the documents are furnished.
- viii. The vendor failed to notify the District within 10 days of the vendor, or any of its affiliates, being declared in default or otherwise not completing work on a contract or being suspended from qualification to bid or denied qualification to bid by any other public or semi-public agency.
- ix. The vendor did not pay its subcontractors or suppliers in a timely manner or in compliance with contract documents.
- x. The vendor has demonstrated instances of poor or unsatisfactory performance, deficient management resulting in project delay, poor quality workmanship, a history of payment of liquidated damages, untimely completion of projects, uncooperative attitude, contract litigation, inflated claims or defaults.
- xi. An affiliate of the vendor has previously been determined by the District to be non-responsible, and the specified period of suspension, revocation, denial, or non-responsibility remains in effect.
- xii. The vendor or affiliate(s) has been convicted of a contract crime.
  - 1. The term "contract crime" means any violation of state or federal antitrust laws with respect to a public contract or any violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract.
  - 2. The term "convicted" or "conviction" means a finding of guilt or a conviction of a contract crime, with or without an adjudication of guilt, in any federal or state trial court of record as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

(b) A denial, suspension, or revocation shall prohibit the vendor from being a subcontractor on District work during the period of denial, suspension, or revocation, except when a prime contractor's bid has used prices of a

subcontractor who becomes disqualified after the bid, but before the request for authorization to sublet is presented.

- (c) The District shall inform the vendor in writing of its intent to deny, suspend, or revoke its pre-qualified status and inform the vendor of its right to a hearing, the procedure which must be followed, and the applicable time limits. If a hearing is requested within 10 days after the receipt of the notice of intent, the hearing shall be held within 30 days after receipt by the District of the request for the hearing. The decision shall be issued within 15 days after the hearing.
- (d) Such suspension or revocation shall not affect the vendor's obligations under any preexisting contract.
- (e) In the case of contract crimes, the vendor's pre-qualified status under this Rule shall be revoked indefinitely. For all violations of Rule 3.4(3)(a) other than for the vendor's conviction for contract crimes, the revocation, denial, or suspension of a vendor's pre-qualified status under this Rule shall be for a specific period of time based on the seriousness of the deficiency.

Examples of factors affecting the seriousness of a deficiency are:

- i. Impacts on project schedule, cost, or quality of work;
- ii. Unsafe conditions allowed to exist;
- iii. Complaints from the public;
- iv. Delay or interference with the bidding process;
- v. The potential for repetition;
- vi. Integrity of the public contracting process;
- vii. Effect on the health, safety, and welfare of the public.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida, §§ 255.0525, 255.20, Fla. Stat.

**Rule 3.5 Construction Contracts, Not Design-Build.**

- (1) Scope. All contracts for the construction or improvement of any building, structure, or other public construction works authorized by Chapter 2017-206, Laws of Florida, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, hand delivery, facsimile, or overnight delivery service.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.

- (d) If the District has pre-qualified providers of construction services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses to Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations.
- (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
  - (i) Hold all required applicable state professional licenses in good standing;
  - (ii) Hold all required applicable federal licenses in good standing, if any;
  - (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the bidder is a corporation; and
  - (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (f) Bids, proposals, replies, and responses, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. Bids, proposals, replies, and responses shall be evaluated in

accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation and these Rules. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.

- (g) The lowest Responsive Bid submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, and responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No contractor shall be entitled to recover any costs of bid, proposal, response, or reply preparation or submittal from the District.
- (i) The Board may require potential contractors to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses, shall be provided in writing to all contractors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of construction services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase construction services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of construction services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the construction services without further competitive selection processes.
- (3) Sole Source; Government. Construction services that are only available from a single source are exempt from this Rule. Construction services provided by governmental agencies are exempt from this Rule. This Rule shall not apply to the purchase of construction services, which may include goods, supplies, or materials, that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules. A contract for construction services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (5) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board Meeting.
- (6) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contract; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(19), Laws of FL, §§ 119.07, 189.4221, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.



**Rule 3.6 Construction Contracts, Design-Build.**

- (1) Scope. The District may utilize Design-Build Contracts for any public construction project for which the Board determines that use of such contract is in the best interest of the District. When letting a Design-Build Contract, the District shall use the following procedure:
- (2) Procedure.
  - (a) The District shall utilize a Design Criteria Professional meeting the requirements of Section 287.055(2)(k) of the Florida Statutes, when developing a Design Criteria Package, evaluating the proposals and qualifications submitted by Design-Build Firms, and determining compliance of the project construction with the Design Criteria Package. The Design Criteria Professional may be an employee of the District, may be the District Engineer selected by the District pursuant to Section 287.055 of the Florida Statutes, or may be retained pursuant to Rule 3.1. The Design Criteria Professional is not eligible to render services under a Design-Build Contract executed pursuant to the Design Criteria Package.
  - (b) A Design Criteria Package for the construction project shall be prepared and sealed by the Design Criteria Professional. If the project utilizes existing plans, the Design Criteria Professional shall create a Design Criteria Package by supplementing the plans with project specific requirements, if any.
  - (c) The Board may either choose to award the Design-Build Contract pursuant to the competitive proposal selection process set forth in Section 287.055(9) of the Florida Statutes, or pursuant to the qualifications-based selection process pursuant to Rule 3.1.
    - (i) Qualifications-Based Selection. If the process set forth in Rule 3.1 is utilized, subsequent to competitive negotiations, a guaranteed maximum price and guaranteed completion date shall be established.
    - (ii) Competitive Proposal-Based Selection. If the competitive proposal selection process is utilized, the Board, in consultation with the Design Criteria Professional, shall establish the criteria, standards and procedures for the evaluation of Design-Build Proposals based on price, technical, and design aspects of the project, weighted for the project. After a Design Criteria Package and the standards and procedures for evaluation of proposals have been developed, competitive proposals from qualified firms shall be solicited pursuant to the design criteria by the following procedure:

1. A Request for Proposals shall be advertised at least once in a newspaper of general circulation in the county in which the District is located. The notice shall allow at least twenty-one (21) days for submittal of sealed proposals, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of proposals.
2. The District may maintain lists of persons interested in receiving notices of Requests for Proposals. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
3. In order to be eligible to submit a proposal, a firm must, at the time of receipt of the proposals:
  - a. Hold the required applicable state professional licenses in good standing, as defined by Section 287.055(2)(h) of the Florida Statutes;
  - b. Hold all required applicable federal licenses in good standing, if any;
  - c. Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the proposer is a corporation;
  - d. Meet any special pre-qualification requirements set forth in the Request for Proposals and Design Criteria Package.

Any contractor that has been found guilty by a court of any violation of federal labor or employment tax laws regarding subjects including but not limited to reemployment assistance, safety, tax withholding, worker's compensation, unemployment tax, social security and Medicare tax, wage or hour, or prevailing rate laws within the past 5 years may

be considered ineligible by the District to submit a bid, response, or proposal for a District project.

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

4. The proposals, or the portions of which that include the price, shall be publicly opened at a meeting noticed in accordance with Rule 1.3, and at which at least one district representative is present. The name of each bidder and the price submitted in the bid shall be announced at such meeting, and shall be made available upon request. Minutes should be taken at the meeting and maintained by the District. In consultation with the Design Criteria Professional, the Board shall evaluate the proposals received based on evaluation criteria and procedures established prior to the solicitation of proposals, including but not limited to qualifications, availability, and past work of the firms and the partners and members thereof. The Board shall then select no fewer than three (3) Design-Build Firms as the most qualified.
5. The Board shall have the right to reject all proposals if, the proposals are too high, or rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of proposal preparation or submittal from the District.
6. If less than three (3) Responsive Proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no Responsive Proposals are received, the District may proceed with the procurement of design-build services in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the design-build services without further competitive selection processes.
7. Notice of the rankings adopted by the Board, including the rejection of some or all proposals, shall be provided in writing to all consultants by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the

Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's rankings under this Rule shall be in accordance with the procedures set forth in Rule 3.11.

8. The Board shall negotiate a contract with the firm ranking the highest based on the evaluation standards and shall establish a price which the Board determines is fair, competitive and reasonable. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the second most qualified firm, based on the ranking by the evaluation standards. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the second most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm must be terminated. The Board shall then undertake negotiations with the third most qualified firm. Should the Board be unable to negotiate a satisfactory contract with the firm considered to be the third most qualified at a price considered by the Board to be fair, competitive, and reasonable, negotiations with that firm just be terminated. Should the Board be unable to negotiate a satisfactory contract with any of the selected firms, the Board shall select additional firms in order of their rankings based on the evaluation standards and continue negotiations until an agreement is reached or the list of firms is exhausted.
  9. After the Board contracts with a firm, the firm shall bring to the Board for approval, detailed working drawings of the project.
  10. The Design Criteria Professional shall evaluate the compliance of the detailed working drawings and project construction with the Design Criteria Package, and shall provide the Board with a report of the same.
- (3) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
  - (4) Emergency Purchase. The Board may, in case of public emergency, declare an emergency and immediately proceed with negotiations with the best qualified

Design-Build Firm available at the time. The fact that an Emergency Purchase has occurred shall be noted in the minutes of the next Board meeting.

- (5) Exceptions. This Rule is inapplicable when:
- (a) The project is undertaken as repair or maintenance of an existing public facility;
  - (b) The funding source of the project will be diminished or lost because the time required to competitively award the project after the funds become available exceeds the time within which the funding source must be spent;
  - (c) The District has competitively awarded a project and the contractor has abandoned the project or the District has terminated the contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida, §§ 119.07, 189.4221, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7 Payment and Performance Bonds.**

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

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** § 255.05, Fla. Stat.

**Rule 3.8 Goods, Supplies, and Materials.**

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of goods, supplies, and materials, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, or responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and this Rule. Minor variations in the bids, proposals, replies, or responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid, after taking into account the preferences provided for in this subsection, submitted by a Responsive and Responsible Bidder in response to an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be accepted. If the lowest Responsive Bid is submitted by a Responsive and Responsible Bidder whose principal place of business is located in a foreign state which does not grant a preference in competitive purchase to businesses whose principal place of business are in that foreign state, the



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

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

- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No vendor shall be entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.
- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
- (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's purchase of goods, supplies, and materials under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
- (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase goods, supplies, or materials, or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of goods, supplies, and materials, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct

purchase of the goods, supplies, and materials without further competitive selection processes.

- (3) Goods, Supplies, and Materials included in a Construction Contract Awarded Pursuant to Rule 3.5 or 3.6. There may be occasions where the District has undergone the competitive purchase of construction services which contract may include the provision of goods, supplies, or materials. In that instance, the District may approve a change order to the contract and directly purchase the goods, supplies, and materials. Such purchase of goods, supplies, and materials deducted from a competitively purchased construction contract shall be exempt from this Rule.
- (4) Exemption. Goods, supplies, and materials that are only available from a single source are exempt from this Rule. Goods, supplies, and materials provided by governmental agencies are exempt from this Rule. A contract for goods, supplies, or materials is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process. This Rule shall not apply to the purchase of goods, supplies or materials that are purchased under a federal, state, or local government contract that has been competitively procured by such federal, state, or local government in a manner consistent with the material procurement requirements of these Rules.
- (5) Renewal. Contracts for the purchase of goods, supplies, and/or materials subject to this Rule may be renewed for a maximum period of five (5) years.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida, §§ 189.4221, 287.017, 287.084, Fla. Stat.

**Rule 3.9 Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, hand delivery, or facsimile, to persons who provide their name and address to the District Manager for inclusion on the list. However, failure of a person to receive the notice shall not invalidate any contract awarded in accordance with this Rule and shall not be a basis for a protest of any contract award.
  - (d) If the District has pre-qualified suppliers of maintenance services, then, at the option of the District, only those persons who have been pre-qualified will be eligible to submit bids, proposals, replies, and responses.
  - (e) In order to be eligible to submit a bid, proposal, reply, or response, a firm or individual must, at the time of receipt of the bids, proposals, replies, or responses:
    - (i) Hold all required applicable state professional licenses in good standing;
    - (ii) Hold all required applicable federal licenses in good standing, if any;

- (iii) Hold a current and active Florida corporate charter or be authorized to do business in the State of Florida in accordance with Chapter 607 of the Florida Statutes, if the vendor is a corporation; and
- (iv) Meet any special pre-qualification requirements set forth in the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.

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

- (f) Bids, proposals, replies, and responses shall be publicly opened at the time and place noted on the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation. Bids, proposals, replies, and responses shall be evaluated in accordance with the respective Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, and these Rules. Minor variations in the bids, proposals, replies, and responses may be waived by the Board. A variation is minor if waiver of the variation does not create a competitive advantage or disadvantage of a material nature. Mistakes in arithmetic extension of pricing may be corrected by the Board. Bids and proposals may not be modified or supplemented after opening; provided however, additional information may be requested and/or provided to evidence compliance, make non-material modifications, clarifications, or supplementations, and as otherwise permitted by Florida law.
- (g) The lowest Responsive Bid submitted in response to an Invitation to Bid by a Responsive and Responsible Bidder shall be accepted. In relation to a Request for Proposals, Invitation to Negotiate or Competitive Solicitation the Board shall select the Responsive Proposal, Reply, or Response submitted by a Responsive and Responsible Vendor which is most advantageous to the District. To assure full understanding of the responsiveness to the solicitation requirements contained in a Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, discussions may be conducted with qualified vendors. Vendors shall be accorded fair treatment prior to the submittal date with respect to any opportunity for discussion, preparation, and revision of bids, proposals, replies, or responses.
- (h) The Board shall have the right to reject all bids, proposals, replies, or responses because they exceed the amount of funds budgeted for the purchase, if there are not enough to be competitive, or if rejection is determined to be in the best interest of the District. No Vendor shall be

entitled to recover any costs of bid, proposal, reply, or response preparation or submittal from the District.

- (i) The Board may require bidders and proposers to furnish bid bonds, performance bonds, and/or other bonds with a responsible surety to be approved by the Board.
  - (j) Notice of intent to award, including rejection of some or all bids, proposals, replies, or responses shall be provided in writing to all vendors by United States Mail, hand delivery, facsimile, or overnight delivery service. The notice shall include the following statement: "Failure to file a protest within the time prescribed in Rule 3.11 of the Rules of the District shall constitute a waiver of proceedings under those Rules," or wording to that effect. Protests of the District's procurement of maintenance services under this Rule shall be in accordance with the procedures set forth in Rule 3.11.
  - (k) If less than three (3) Responsive Bids, Proposals, Replies, or Responses are received, the District may purchase the maintenance services or may reject the bids, proposals, replies, or responses for a lack of competitiveness. If no Responsive Bid, Proposal, Reply, or Response is received, the District may proceed with the procurement of maintenance services, in the manner the Board determines is in the best interests of the District, which may include but is not limited to a direct purchase of the maintenance services without further competitive selection processes.
- (3) Exemptions. Maintenance services that are only available from a single source are exempt from this Rule. Maintenance services provided by governmental agencies are exempt from this Rule. A contract for maintenance services is exempt from this Rule if state or federal law prescribes with whom the District must contract or if the rate of payment is established during the appropriation process.
- (4) Renewal. Contracts for the purchase of maintenance services subject to this Rule may be renewed for a maximum period of five (5) years.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** Ch. 2017-206(6)(6)(e), (6)(6)(q), and (6)(19), Laws of Florida  
**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida, §§ 119.07, 287.017, Fla. Stat.

**Rule 3.10 Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Chapter 2017-206(6)(19)(c), Laws of Florida, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(6)(c) and (6)(19), Laws of Florida, § 119.07, Fla. Stat.

**Rule 3.11 Protests with Respect To Proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9.**

The resolution of any protests with respect to proceedings under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, and 3.9 shall be in accordance with this Rule.

(1) Filing.

- (a) With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b) Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c) If the requirement for posting of a protest bond and the amount of the protest bond, which may be expressed by a percentage of the contract to be awarded or a set amount, is disclosed in the District's competitive solicitation documents for a particular purchase under Rules 3.1, 3.2, 3.3,

3.4, 3.5, 3.6, 3.8, or 3.9, any person who files a notice of protest must post the protest bond. The amount of the protest bond shall be determined by District staff after consultation with the Board and within the limits, if any, imposed by Florida law. In the event the protest is successful, the protest bond shall be refunded to the protestor. In the event the protest is unsuccessful, the protest bond shall be applied towards the District's costs, expenses, and attorney's fees associated with hearing and defending the protest. In the event the protest is settled by mutual agreement of the parties, the protest bond shall be distributed as agreed to by the District and protestor.

- (d) The District does not accept documents filed by electronic mail or facsimile transmission. Filings are only accepted during normal business hours.
- (2) Contract Execution. Upon receipt of a notice of protest which has been timely filed, the District shall not execute the contract under protest until the subject of the protest is resolved. However, if the District sets forth in writing particular facts and circumstances showing that delay incident to protest proceedings will jeopardize the funding for the project, will materially increase the cost of the project, or will create an immediate and serious danger to the public health, safety, or welfare, the contract may be executed.
- (3) Informal Proceeding. If the Board determines a protest does not involve a disputed issue of material fact, the Board may, but is not obligated to, schedule an informal proceeding to consider the protest. Such informal proceeding shall be at a time and place determined by the Board. Notice of such proceeding shall be sent via facsimile, United States Mail, or hand delivery to the protestor and any substantially affected persons or parties not less than three (3) calendar days prior to such informal proceeding. Within thirty (30) calendar days following the informal proceeding, the Board shall issue a written decision setting forth the factual, legal, and policy grounds for its decision.
- (4) Formal Proceeding. If the Board determines a protest involves disputed issues of material fact or if the Board elects not to use the informal proceeding process provided for in section (3) of this Rule, the District shall schedule a formal hearing to resolve the protest. The Chairperson shall designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other person as a hearing officer to conduct the hearing. The hearing officer may:
  - (a) Administer oaths and affirmations;
  - (b) Rule upon offers of proof and receive relevant evidence;
  - (c) Regulate the course of the hearing, including any pre-hearing matters;



- (d) Enter orders; and
- (e) Make or receive offers of settlement, stipulation, and adjustment.

The hearing officer shall, within thirty (30) days after the hearing or receipt of the hearing transcript, whichever is later, file a recommended order which shall include a caption, time and place of hearing, appearances entered at the hearing, statement of the issues, findings of fact and conclusions of law, separately stated, and a recommendation for final District action. The District shall allow each party fifteen (15) days in which to submit written exceptions to the recommended order. The District shall issue a final order within sixty (60) days after the filing of the recommended order.

- (5) Intervenors. Other substantially affected persons may join the proceedings as intervenors on appropriate terms which shall not unduly delay the proceedings.
- (6) Rejection of all Qualifications, Bids, Proposals, Replies and Responses after Receipt of Notice of Protest. If the Board determines there was a violation of law, defect, or an irregularity in the competitive solicitation process, the Bids, Proposals, Replies, and Responses are too high, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida  
**Law Implemented:** Ch. 2017-206(6)(19), Laws of Florida

**Rule 4.0      Effective Date.**

These Rules shall be effective \_\_\_\_\_, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

**Specific Authority:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

**Law Implemented:** Ch. 2017-206(6)(6)(e); (6)(6)(q), Laws of Florida

DRAFT

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**7B**

**RESOLUTION 2020-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF PUBLIC HEARING AND AUTHORIZATION TO PUBLISH NOTICE OF SUCH HEARING FOR THE PURPOSE OF ADOPTING AMENDED AND RESTATED RULES OF PROCEDURE; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, East Nassau Stewardship District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida; and

**WHEREAS**, the Board of Supervisors of the District (the “Board”) is authorized by Chapter 2017-206, Laws of Florida, to adopt rules and orders pursuant to Chapter 120, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1.** A Public Hearing will be held to adopt the District’s Amended and Restated Rules of Procedure on \_\_\_\_\_, 2019, at \_\_\_\_\_ .m., at \_\_\_\_\_.

**SECTION 2.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, Florida Statutes.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2019.

**ATTEST:**

**EAST NASSAU STEWARDSHIP DISTRICT**

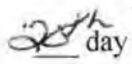
\_\_\_\_\_  
Secretary/Assistant Secretary

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

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**8**

## PROPERTY MANAGEMENT AGREEMENT

 This **Property Management Agreement** (this "Agreement" is made and entered into as of the 25th day of September, 2019, between:

**East Nassau Stewardship District**, located in Nassau County, Florida (the "District") with a mailing address of c/o Wrathell, Hunt and Associates, LLC., District Manager, 2300 Glades Road, Suite 410W, Boca Raton, FL 33431; and

**Capital Consultants Management Corporation, Inc.**, a Nevada corporation, (the "Contractor") with its principal office at 8360 E. Via de Ventura, Suite L-100, Scottsdale, AZ 85258; and

Is acknowledged by **Wildlight Residential Association, Inc.** and **Wildlight Commercial Association, Inc.**, Florida not-for profit corporations, (the "Associations") with an address of 1 Rayonier Way, Wildlight, FL 32097.

### RECITALS:

**WHEREAS**, the District is a special purpose unit of local government established pursuant to and governed by Chapter 2017-206, Laws of Florida ("Act"), and Chapter 189, Florida Statutes; and

**WHEREAS**, the District owns certain property including, but not limited to; parks, lakes, conservation area, pavilions, boardwalks, trails and roadways located within the District (the "Property"); and

**WHEREAS**, the District desires to enter into an agreement with an independent contractor to operate and maintain the Property; and

**WHEREAS**, like the District, the Associations provides certain services to the community of Wildlight, including facilities management, lifestyle services, architectural review and enforcement; and

**WHEREAS**, the Associations desire to have on-site staff to provide services to the community, and would like to share that staff with the District to operate and maintain the Property; and

**WHEREAS**, the parties agree that there would be efficiencies in sharing staff and able to provide management service for both District and Association related tasks; and

**WHEREAS**, Contractor represents that it is qualified to provide such management services to the District and Associations; and

**WHEREAS**, the District intends that the Property be operated and maintained for public purpose and that any monies generated from the operation of the Property be used to defray the public expense associated with the operating and maintaining the Property.

**NOW THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

1. **RECITALS.** The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Agreement.
2. **ENGAGEMENT OF CONTRACTOR.** The District hereby retains the Contractor as the provider of the services herein, in accordance with the terms and subject to the conditions herein.
3. **ACCEPTANCE OF DUTIES OF CONTRACTOR.** Pursuant to the terms and subject to the conditions set forth herein, the Contractor will perform the following normal and customary duties advisable by the District and associated with operating and maintaining the Property in its ordinary course:
  - a. District Property Management: The Contractor will undertake and perform the services attached hereto as **Exhibit A** of this Agreement. The parties may agree at any time and from time to time to modify, expand, or reduce the duties to be undertaken and performed by the Contractor in accordance with this Agreement, by amending **Exhibit A**.
4. **COMPENSATION.** The District will provide "Payroll Reimbursement" (as defined in Section 6(b) below) for the costs associated with providing staffing to service the Property, as set forth in Section 6. The Contractor will also provide "General Management and Oversight" for the operational services to the Property. The Contractor will receive compensation as set forth below:

| <b>Services/Schedule</b>                    | <b>Compensation</b>                                 |
|---|---|
| <b>General Management and Oversight Fee</b> | <b>\$1,000 monthly/\$12,000 annual</b>              |
| <b>Payroll Reimbursement</b>                | <b>as reflected in the District's annual budget</b> |

The Contractor shall only be paid for the services provided; for partial months' services, the amounts due and owing shall be pro-rated. Unless otherwise specified herein, the Contractor will invoice the District monthly for its services in the amounts set forth above, and the District will pay such invoices within thirty (30) days of the invoice date. If Contractor receives payment from the District more than 45 days after the invoice date, Contractor may impose a late fee equal to 2% of the invoice amount. An additional 2% late fee per month will be assessed for each 30 days invoice remains delinquent.

5. **TERM.** The term of this Agreement shall commence on October 1, 2019 and continue until December 31, 2020. Thereafter, this Agreement shall renew for consecutive periods of one (1) year each unless either party shall give the other party a notice of non-renewal, which notice must be given at least (60) sixty days prior to the end of the term. Either party may terminate this Agreement without cause in accordance with Section 11 hereof. A party may also terminate the Agreement immediately for cause upon the occurrence of an Event of Default (as such term is defined in Section 12 hereof) by the other party as hereinafter set forth in the Agreement.
6. **PERSONNEL.**
  - a. Employees of the Contractor. All persons performing the services set forth on **Exhibit A** of this Agreement will be employees of the Contractor. Subject to the Payroll Reimbursement, the Contractor shall be responsible for paying all salaries and benefits due to its employees

and paying all payroll taxes, withholding and other tax, compliance and reporting obligations relating to their employment. Consistent with the terms of Section 19 of this Agreement, and notwithstanding the right to Payroll Reimbursement, the staff retained by the Contractor to provide services at the Property shall be the employees of the Contractor and the Contractor, and its employees, shall be deemed independent contractors of the District.

- b. Payroll Reimbursement. With respect to all persons engaged in work at the Property who are employed by the Contractor, the District agrees to reimburse the Contractor at an hourly bill rate inclusive of all salary, benefits, and any other employment costs related to the employee assigned to provide services at the Property (“Payroll Reimbursement”) as reflected in the Budget. The District shall not be responsible for any amounts of Payroll Reimbursement in excess of the amounts included within the Budget absent Board of Supervisors approval.
- c. Pre-Approval Required. The District shall pre-approve the Contractor’s use of any staff or other individuals employed by the Contractor for the purpose of providing Services through the District’s approval of the Budget. Prior to retaining any staff or other individuals to provide services, the Contractor shall provide to the District by May 1 of each year a payroll budget with estimated costs for a period of one year, including but not limited to all payroll related expenses for the staff or individuals in question. Such payroll budget, if approved by the District’s Board of Supervisors, shall be incorporated into the Budget either directly or as an amendment thereto.
- d. Operating Deposit. Upon the full execution of this Agreement, District will provide a one-time deposit (“Deposit”) to the Contractor for Contractor’s use in paying salaries and related personnel costs of Contractor employees which are assigned to and providing services to the District pursuant to this Agreement. The Deposit shall be equal to one (1) month of the annual payroll budget. In the event the Deposit increases as a result of the annual payroll budget, the District agrees to provide the difference within ten (10) business days to Contractor. In the event the Deposit decreases as a result of the annual payroll budget, the Contractor agrees to refund the difference within ten (10) business days to District.

**7. EXPENSES RELATED TO PROPERTY.** All purchases will be in accordance with and subject to the District’s procurement and purchasing policies, rules of procedure and subject to all requirements for District procurement and purchases imposed by Florida law.

a. Operating Expenses.

- i. Generally. The District will be responsible for all operating expenses pertaining to the day-to-day operation of the Property that will be reasonably necessary for the public purposes of the District.
- ii. Payment Request by the Contractor. The Contractor may utilize its discretion in the selection of bids or proposal which are in the Contractor’s reasonable estimation, likely to be less than ten thousand dollars (\$10,000.00), unless a more restrictive amount is required by the Board of Supervisors. The Contractor shall follow procurement policies as adopted by the District.



- b. Petty Cash. The Contractor shall have the authority to make payment directly to vendors for operation and program expenses using a petty cash account (“Petty Cash Account”) and/or, at the District’s discretion, credit card (“Petty Cash Credit Card”). The Contractor will follow the Agreement Regarding Petty Cash approved by the Board of Supervisors and attached as **Exhibit B** to this Agreement.
  - c. Emergency Expenses. Emergency repairs involving danger to life and property, repairs immediately necessary for the preservation and safety of the Property or for the safety of the patron, or expenditures required to avoid the suspension of any necessary service to the Property, may be made by Contractor irrespective of the cost limitation imposed by this Agreement; provided, however, that the District’s Rules and Procedures and State law requirements for procurement shall nonetheless apply to such expenditures.
- 8. HANDLING OF MONIES, ACCOUNTS, BUDGETS, AND RECORDS.** The Contractor shall ensure that all monies, accounts, budgets, and records of the District are kept separate and apart from any monies, accounts, budgets, and records of the Associations. Consistent with the Section 27 of the Agreement, the Contractor understands and agrees that all documents of any kind relating to the Agreement may be public records and shall be treated as such in accordance with Florida law. Accordingly, the Contractor agrees to comply with all such laws, including but not limited to Section 119.0701, Florida Statutes, the terms of which are expressly incorporated herein by this reference.
- 9. COOPERATION WITH AUDIT; BOOKS AND RECORDS.** The parties agree and acknowledge that any and all agreements, notes, or other documents relating to the management of the Property are the property of the District. The Contractor shall promptly furnish the District with all documents and records relating to the management of the Property, provided the Contractor may retain copies of any such documents and records necessary for its own business purposes, including in connection with its income tax obligations. Additionally, the Contractor shall cooperate in good faith with any annual audit required of or requested by the District. The Contractor shall maintain its books and records in a manner sufficient to allow the District to properly conduct its annual audit or any other audit requested by the District.
- 10. ANNUAL BUDGET.** Prior to May 1<sup>st</sup> of each Fiscal Year of the District (where “Fiscal Year” refers to the District’s Fiscal Year beginning October 1 and ending September 30), the District and the Contractor will develop the Budget for the upcoming Fiscal Year that estimates the expenses and revenues for all services under this Agreement, including without limitation payroll expenses and operating expenses.
- 11. TERMINATION AT WILL.** At any time, the District or the Contractor may terminate this Agreement for any or no reason upon sixty (60) days prior written notice. In the event of a termination, Contractor will continue to receive compensation for services provided through the date of the notice of termination, subject to any offsets, and shall not be entitled to lost profits of any kind. Upon termination of this Agreement, the Contractor shall vacate the Property, return all property, furnish all information and take all actions as the District may reasonably require in order to effect an orderly and systematic transition of the Contractor’s duties and activities hereunder to new management.

## 12. EVENTS OF DEFAULT; REMEDIES

- a. With respect to the District, it shall be a default under this Agreement (“**Event of Default**”) if any of the following shall occur:
  - i. If the District shall fail to provide for funding for all operating expenses of the Property as set forth herein, specifically including payroll and employment-related costs, and such default shall continue for a period of seven (7) business days after notice thereof shall have been given by the Contractor to the District;
  - ii. If the District shall fail to make or cause to be made any payment to the Contractor of any other amounts due hereunder, including the management fees and reimbursements required to be made under this Agreement, and such failure shall continue for a period of thirty (30) days after notice thereof shall have been given to the District from the Contractor;
  - iii. If the District shall fail to keep, observe or perform any other material obligations hereunder that is required to be kept, observed or performed by the District, and such default shall continue for a period of thirty (30) days after notice thereof shall have been given by the Contractor to the District; or
  - iv. If the District shall be deemed insolvent or shall file a petition seeking protection from creditors under bankruptcy or insolvency laws.
- b. With respect to the Contractor, it shall be an Event of Default if any of the following shall occur:
  - i. If the Contractor shall fail to maintain the insurance coverages required under this Agreement and such failure shall continue for a period of seven (7) business days after notice thereof shall have been given by the district to the Contractor;
  - ii. If the Contractor shall fail to keep, observe, or perform any other material obligation hereunder required to be kept, observed, or performed by it, and such failure shall continue for a period of thirty (30) days after notice thereof shall have been given to the Contractor by the District;
  - iii. If the Contractor, or any officer or corporate-level employee of the Contractor, shall commit any act of fraud, theft or dishonesty against the District or against the Property; or
  - iv. If the Contractor shall be deemed insolvent or shall file a petition seeking protection from creditors under any bankruptcy or insolvency laws.
- c. If any Event of Default by the District shall occur and be continuing, the Contractor may (in addition to any other remedy available to it in law or equity on account of the occurrence of an Event of Default) forthwith terminate this Agreement for cause> In such event, The

Contractor shall be entitled to receive immediate payment of all unpaid amounts due to The Contractor through the date of termination, and neither party shall have any further obligation whatsoever under this Agreement, except pursuant to the indemnity provisions hereof. If all such amounts are not paid immediately, The Contractor may exercise its rights at law and equity to recover the amount due.

- d. If any Event of Default by The Contractor shall occur and be continuing, the District may, in addition to any other remedy available to it in law or equity on account of such Event of Default, forthwith terminate the Agreement. In such event, and neither party shall have any further obligations whatsoever under this Agreement, except pursuant to the indemnity provisions hereof.
- e. If either party hereto brings an action to enforce its rights hereunder or because of any Event of Default hereunder, the non-prevailing party agrees to pay all litigation costs and expenses, including reasonable attorney's fees, incurred by the prevailing party in connection with such action.
- f. No right or remedy herein conferred upon or reserved to either parties hereto is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing upon the occurrence of an Event of Default hereunder. The failure of either party hereto to insist any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties hereof may be exercised from time to time and as often as may be deemed expedient by the parties hereto, as the case may be; provided, however, neither party shall have the right to seek punitive or consequential damages of any type of nature.

### **13. INDEMNIFICATION**

- a. The obligations under this Section 13 shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, reasonable attorney and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.
- b. The Contractor shall indemnify, save and hold harmless the Contractor, and shall defend the District, from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting directly from the negligent or intentional acts or omissions of the Contractor or its officers, directors, agents, assigns or employees, which cause harm to persons or property.
- c. The District shall indemnify, save and hold harmless the Contractor, and shall defend the Contractor, from all loss, damage or injury, including all judgments, liens, liabilities, debts and obligations resulting directly from the negligent or intentional acts or omissions of the District's officers, staff, agents or assigns, not including the Contractor or its employees

associated therewith, which cause harm to persons or property, but only to the extent of the limitations on liability contained in section 768.28 of the Florida Statutes. The Contractor agrees that notion is this Agreement shall serve as or be construed as a waiver of the District's limitations on liability contained in section 768.28, Florida Statutes, or other statute or law.

- d. Except as provided for herein, nothing in this Section 13 shall be deemed to limit any other remedies that the parties may have against one another for breach of this Agreement or other applicable claim or cause of action.

**14. ACCESS TO PROPERTY AND COMPLIANCE WITH APPLICABLE LAWS.** The District grants to the Contractor reasonable and necessary access to the Property for the purposes and uses described in this Agreement, and the Contractor hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement. The Contractor shall, at all times during the term of this Agreement, maintain all licenses in the State of Florida that are required to perform its duties hereunder and be a corporation in good standing in its State of Incorporation authorized to do business in the State of Florida.

**15. INSURANCE.** Contractor will maintain throughout the term of this Agreement insurance coverage as required under **Exhibit C** attached hereto, the Insurance Exhibit. Proof of coverage as required under **Exhibit C** shall be provided prior to execution of this agreement.

**16. TAX EXEMPT STATUS.** The parties agree that the Property will be operated and maintained for an exclusively public purpose, and that any monies generated from the operation of the Property will be remitted to the District and used to defray the public expense associated with operating and maintaining the Property consistent with the terms of this Agreement. The District agrees to pay any applicable ad valorem taxes on the Property.

**17. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE.** A default by either party under this Agreement will entitle the other party to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief, and/or specific performance; provided, however, that neither party may recover from the other punitive, special or consequential damages. The District will be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement will limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

**18. ENFORCEMENT OF AGREEMENT.** In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings, then the prevailing party will be entitled to recover all fees and costs incurred in connection with such proceedings, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**19. INDEPENDENT CONTRACTOR STATUS.** The Contractor and the District agree that the Contractor is and will remain at all times an independent contractor and will not in anyway claim or be considered an agent or employee of the District. It is further acknowledged that nothing herein will be deemed to create or establish a partnership or joint venture between the District and the

Contractor. The Contractor has no authority to enter into any contracts or agreements, whether oral or written, on behalf of the District.

- 20. ENTIRE AGREEMENT.** This instrument, including the exhibits attached hereto and made part hereof, will constitute the final and complete expression of the agreement between the District and the Contractor relating to the subject matter of this Agreement.
- 21. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Contractor.
- 22. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District, the Contractor, and duly acknowledged by an appropriate body or official of the Associations. The District, the Contractor, and the Associations have complied with all the requirements of law; and the District, the Contractor, and the Associations have full power and authority to comply with the terms and provision of this Agreement.
- 23. NOTICES.** All notices, requests, consents, and other communications under the Agreement (collectively, “Notices”) will be in writing and will be delivered or mailed by Overnight Delivery or First Class Mail, postage prepaid, to the parties, as follows:

- a. If to the District: East Nassau Stewardship District  
Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager
  
- b. If to the Contractor: Capital Consultants Management Corporation, Inc.  
801 International Parkway, Ste. 500  
Lake Mary, FL 32746  
Attn: Joseph Cook
  
- c. If to the Associations: Wildlight Residential Association, Inc.  
1 Rayonier Way  
Wildlight, FL 32097  
Attn: Michael Hahaj, Board President  
  
Wildlight Commercial Association, Inc.  
1 Rayonier Way  
Wildlight, FL 32097  
Attn: Michael Hahaj, Board President

Except as otherwise provided in the agreement, any Notice will be deemed received only upon actual delivery at the address set forth above (or first attempted delivery if delivery is refused by the recipient). Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, will

be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period will be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government will not be regarded as business days. Counsel for the District and counsel for the Contractor may deliver Notice on behalf of the District and the Contractor. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices will be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

- 24. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District, the Contractor, the Associations, and the developer of the Wildlight community (the “Developer”) and no right or cause of action will accrue upon or by reason to or for the benefit of any other third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or will be construed to confer upon any person or corporation or other entity other than the District, the Contractor, the Associations and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement will insure to the sole benefit of and will be binding upon the District, the Contractor, the Associations, the Developer and the respective representatives, successors, and assigns.
- 25. ASSIGNMENT.** Neither the District nor the Contractor (except as provided below) may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which approval shall not be unreasonably withheld. Any assignments attempted to be made by the Contractor or the District without the prior written approval of the other party is void.
- 26. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement will be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any action brought to enforce this Agreement shall be in the Florida State Court, 4<sup>th</sup> Judicial District sitting in Nassau County.
- 27. PUBLIC RECORDS.** The Contractor understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law. Accordingly, the Contractor agrees to comply with all applicable laws governing public records, including but not limited to Section 119.0701, Florida Statutes, the requirements of which are expressly incorporated herein by this reference.
- 28. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement will not affect the validity or enforceability of the remaining portions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.
- 29. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and will not control nor affect the meaning or construction of any of the provisions of this Agreement.

- 30. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered will be an original; however, all such counterparts together will constitute but one and the same instrument.
- 31. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party.
- 32. GENERAL.** The District and the Associations hereby authorize the Contractor to use its name and logo solely in connection with relevant marketing materials (i.e. promotional materials, presentations and publications) identifying the District and the Associations as a client of the Contractor. Any other use of the District or the Associations name without prior written consent is strictly prohibited.
- 33. TRAINING AND BACKGROUND.** The Contractor and all associated personnel shall have completed any required training to perform the services required of the Contractor hereunder. Personnel shall also be familiar with all District and Associations written policies and procedures, as may be amended from time to time. The Contractor will perform all necessary in-service training for its personnel. In addition, the Contractor will administer background checks to all personnel charged with staffing the Property prior to commencing work at the Property.
- 34. ADDITIONAL SERVICES.** If the District desires the Contractor to perform any additional services not covered by this Agreement, such additional services will be reflected in an addendum to this Agreement signed and agreed to by both parties in advance of the performance of any additional services. The cost of any such additional services will be the subject of separate negotiation and mutual agreement of the parties.

[SIGNATURE PAGE FOLLOWS]

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

**CAPITAL CONSULTANTS  
MANAGEMENT CORPORATION**

Joseph Cook  
Joseph Cook, Division President

Date: 9-13-2019

**EAST NASSAU  
STEWARDSHIP DISTRICT**

Michael E. ...  
Chair, Board of Supervisors

Date: 9/20/19

Acknowledged by:

**WILDLIGHT RESIDENTIAL ASSOCIATION, INC.**

Mike Hahaj  
Mike Hahaj, Board President

Date: 9/20/19

**WILDLIGHT COMMERCIAL ASSOCIATION, INC.**

Mike Hahaj  
Mike Hahaj, Board President

Date: 9/20/19



**EXHIBIT A**  
**DISTRICT PROPERTY MANAGEMENT SERVICES**

Contractor shall perform the following services and duties:

**General Operations**

1. Maintain office hours as follows: The Contractor shall maintain office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays.
2. Provide 24 hour per day, 7 days per week emergency response service to assist with, or refer to the appropriate vendor, emergencies in the District.
3. Serve as liaison between the District and other entities, including but not limited to, the developer, builders, associations, commercial parcels and schools.
4. Enforce District approved Property rules and regulations.
5. Maintain business like relations with patrons, whose service requests shall be received, considered and recorded in a systematic fashion.
6. Communicate with patrons via telephone, letters, e-mail or other means of communication in order to assist the Board of Supervisors with its responsibilities.
7. Patron communication will be responded to in a prompt and professional manner. Response time will be reasonable, taking into account the urgency of the matter, other operational priorities and the ability of the respondent to research and provide an adequate resolution.
8. Maintain the Property in accordance with the standards specified by the Board of Supervisors. If no standards are specified, the assumed standard will be that of like communities in the immediate area.
9. Recruit, hire, train, supervise and discharge all personnel required to maintain and operate the Property.
10. Develop and implement a written emergency action plan to include, but not be limited to a Hurricane Preparedness Plan.
11. Assist the District in the maintenance and utilize the community website to communicate with owners on community matters.

**Administrative Services**

1. Attend meetings of the District, at a time and place to be designated by the Board of Supervisors.
2. Prepare and distribute to the Board of Supervisors monthly operational reports of routine nature in advance of monthly Board of Supervisors meetings.
3. Develop, implement, and maintain written operational standards and policies (for the Board to adopt) to allow for the Contractor to operate all aspects of the District.

**Financial Services**

1. Follow the requirements outlined in the Agreement Regarding Petty Cash on Exhibit B.
2. Cooperate in the preparation of the proposed budget for the District's Property, setting forth all estimated receipts and disbursements relating to the Property for the next fiscal year.
3. Review and code invoices as well as review and approve account payables aging provided by District Accountant.

4. District Management and the contractor will agree upon a schedule whereby contractor will submit original invoices (coded and signed off) to District Accountant for Scheduled check runs.
5. Prepare payroll checks on a timely basis and disburse same to all personnel assigned to the ~~Project~~ Property.
6. Prepare for execution and filing all forms, reports and returns required by law in connection with unemployment insurance, workers' compensation, social security and other similar requirements now in effect or hereafter imposed relating to the employment of personnel.

### **Facilities Maintenance**

1. Take inventory of all furniture, equipment, significant tools and supplies at least annually.
2. Make documented physical inspections of the Property (or portions of the Property) not less than weekly.
3. Develop and implement a written preventative maintenance program.
4. Emergency repairs involving danger to life and property, repairs immediately necessary for the preservation and safety of the Property or for the safety of the occupants, or expenditures required to avoid the suspension of any necessary service to the Property, may be made by Contractor irrespective of the cost limitation.
5. Review workmanship/performance of vendors/contractors and assure compliance is being achieved per the specifications in their contract.
6. Coordinate with contractors and cause to be made all routine repairs and maintenance work as the Approved Budget allows.
7. Process all maintenance calls and issue work orders to the proper vendor depending upon the nature of the work.
8. Maintain a work log of all service calls and requests and report to the District all work orders addressed for the month, listing any open work orders or work orders in process.
9. Major repairs are inspected by property manager and/or other qualified management personnel prior to issuing a work order.
10. The Contractor shall recommend to the Board of Supervisors terminating the service of any vendor, contractor or subcontractor that it determines is not performing to the specifications or criteria established.
11. Upon direction from the Board of Supervisors, the Contractor shall discharge vendors, contractors or subcontractors that the Board of Supervisors has determined are not performing to the specifications or criteria established.
12. Facilitate the maintenance of documentation that vendors are properly licensed and insured with the District's accounting department.

**EXHIBIT B**  
**AGREEMENT REGARDING PETTY CASH**

Pursuant to the Property Management Agreement, the Contractor agrees to adhere to the following:

1. ***Compliance with Agreement, Rules & Policies.*** Contractor agrees to abide by all of the terms of the Agreement, and the District's rules and policies, all as may be amended from time to time. Contractor further agrees to abide by the policies of the bank where the Petty Cash Account is held and/or from which the Petty Cash Credit card is issued. Contractor understands all such terms, rules and policies.
2. ***Authorized Expenditures Only.*** Contractor agrees to use the Petty Cash Credit Card and/or Petty Cash Account for approved District expenditures only, as set forth in the Agreement, and not personal or Association expenses. Contractor further agrees not to use the Petty Cash Credit Card to obtain cash advances of any kind, whether from banks, credit unions, automatic tellers, or other means. Contractor understands that, in all cases of misuse, the District reserves the right to recover any monies and other damages from me.
3. ***Security.*** Contractor agrees to maintain the security of the Petty Cash Account and/or Petty Cash Credit Card at all times in order to prevent the account and/or credit card from being used for fraudulent or corrupt purposes, and to account for all expenditures with appropriate receipts.
4. ***Accounting.***
  - a. The Contractor understand that the Petty Cash Account and/or Petty Cash Credit Card will be funded only up to five thousand dollars (\$5,000) at any given time and that, for the account to be replenished, the Contractor must submit appropriate receipts to the District pursuant to the terms of the Agreement. Purchases in excess of five thousand dollars (\$5,000) need to be approved by the District Chairman, through coordination with the District Manager. Cash Cards cannot be given to third party vendors and must remain in the possession of the Contractor.
  - b. Any purchases pursuant to this Agreement that would require spending in excess of the applicable line item amounts set forth in the Budget shall require prior approval from the Board of Supervisors.
  - c. The Contractor shall take all necessary steps to ensure that any petty cash purchases are made on a tax exempt basis.
  - d. The Contractor shall maintain a ledger of all receipts and payments. The ledger must detail each transaction with date, amount, item purchased, vendor name and general ledger expense code.
  - e. The Contractor shall provide the ledger, including copies of receipts, no less than once per month at the end of each month.
  - f. In the event of lost receipts, the Contractor shall submit a missing receipt affidavit.
  - g. The District shall replenish any funds in the Petty Cash Account, or authorize payment of the Petty Cash Credit Card bill, after the Contractor has provided a full accounting for any monies spent.
  - h. Any discrepancies between the Contractor's reported activity and the bank account activity will be reported to the Contractor for resolution.

**EXHIBIT C**  
**MINIMUM INSURANCE REQUIREMENTS**

The "District" as used herein shall be deemed to include East Nassau Stewardship District and its respective directors, officers, members, successors, assignees, affiliates and agents. This entity is to be scheduled on all ACORD certificates of insurance, additional insured, primary and non-contributory and waiver of subrogation endorsements as required herein.

The Contractor shall at all times during the term of this Agreement or thereafter as required, at their sole cost and expense, keep in force and furnish the District with Certificates of Insurance for the following coverage:

1. Crime (Fidelity) Insurance covering all employees of the Contractor in an amount not less than \$1,000,000.00 each occurrence, including thirty party coverage to protect the interest of the District.
2. Commercial General Liability Insurance covering all operations of the Contractor for bodily injury and property damage, advertising and personal injury liability with minimum limits of not less than:
  - a. \$1,000,000.00 Each Occurrence.
  - b. \$1,000,000.00 Personal and Advertising Injury.
  - c. \$1,000,000.00 Fire Damage Liability.
  - d. \$2,000,000.00 General Aggregate Limit (Other than Products-Completed Operations)
  - e. \$2,000,000.00 Products – Completed Operations.

Coverage shall be written on an "occurrence" basis using an ISO CG 00 01 form with the following minimum coverage:

- a. Separation of Insured with no additional restrictions or modifications.
  - b. Contractual Liability with no additional restrictions, modifications, endorsements or amendments.
  - c. Additional Insured on a primary and noncontributory basis using ISO CG 20 26.
  - d. Waiver of Subrogation endorsement ISO CG 24 04 and must schedule District.
  - e. Contractor shall maintain Commercial General Liability for a minimum period of three (3) years after the completion of services including Products-Completed Operations coverage and Additional Insured status as stated above.
3. Commercial Automobile Liability Insurance covering all Owned, Leased, Non-Owned and Hired vehicles with minimum limits of \$1,000,000 per accident and shall be written on an ISO CA 00 01 form with Designated Insured endorsement ISO CA 20 48 scheduling District and a Waiver of Subrogation endorsement in favor of the District.
  4. Professional Liability/Errors and Omissions Insurance shall cover an actual or alleged negligent act or omission arising out of work and/or services performed by Contractor with limits of not less than \$1,000,000.00 each claim and include a waiver of subrogation endorsement in favor of the District.
    - a. The Contractor warrants that any applicable retroactive date precedes the date the Contractor performed any such work and/or services and that continuous coverage or an

extended reporting period shall remain in force for not less than three (3) years following completion of work and/or termination of services of the Contractor.

5. Workers' Compensation Insurance in the statutory amount covering all of the Contractor's employees who perform work at the ~~Project~~ Property with a Waiver of Subrogation endorsement scheduling the District.
6. Employment Practices Liability Insurance including third party liability with a \$1,000,000.00 minimum limit of liability
7. Umbrella Liability Insurance. Insurance shall cover all operations of the Contractor and shall be follow form of the employers' liability, commercial general liability and automobile liability insurance policies as detailed in this Insurance Exhibit, with an effective date that is concurrent with such primary insurance policies, with limits of not less than:
  - a. \$5,000,000.00 General Aggregate Limit.
  - b. \$5,000,000.00 Each Occurrence Limit.
  - c. \$5,000,000.00 Products-Completed Operations Aggregate.

Coverage shall be written on an "occurrence" basis form, acceptable to the District with Additional Insured status for the District on a primary and non-contributory basis. Contractor shall maintain Umbrella Liability Insurance for a minimum period of three (3) years after the completion of work and/or services; including Products-Completed Operations coverage and Additional Insured status as detailed above.

All insurance coverage required to be maintained herein shall use insurers with a minimum A.M. Best rating of A- VIII and all insurers shall be licensed or authorized to do business in the State of Florida or otherwise acceptable to the District.

Prior to the start of any work and/or service, the Contractor shall furnish the District with ACORD certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth herein along with a copy of the actual insurance policy language or endorsements providing: additional insured status, additional insured on a primary and noncontributory basis, waiver of subrogation.

ACORD certificate(s) with required attachments should be emailed to the certificate holder listed below:

East Nassau Stewardship District  
c/o Wrathell, Hunt & Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

The Contractor shall cause all subcontractors, suppliers of performing work or providing supplies to maintain for the full term of such parties' work and at such parties' own expense, the same minimum insurance requirements as outlined above. The Contractor shall collect and maintain copies of all subcontractors, suppliers of performing work or providing supplies ACORD certificates reflecting all of the above minimum insurance coverage with the same attachments as required of Contractor.

This Insurance Exhibit is an independent contract provision and shall survive the termination or expiration of the Agreement.

Compliance by the Contractor with the carrying of insurance and furnishing of ACORD certificate(s), shall not in any way relieve the Contractor from any liability or diminish its obligations to maintain the insurance coverage required herein, or with any agreement with the District or by law.

The District may, in its sole discretion, procure any insurance which the Contractor is required to maintain hereunder but which the Contractor neglects, refuses or is unable to obtain. Premiums therefore shall be paid by the Contractor to the District on demand and/or shall be deducted from payments due to the Contractor under the Agreement.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**9**

**COST SHARE AGREEMENT BETWEEN EAST NASSAU STEWARDSHIP DISTRICT  
AND WIDLIGHT COMMERCIAL ASSOCIATION, INC., FOR THE  
USE OF BULK RECLAIMED WATER**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2019, by and between:

**EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, being situated in Nassau County, Florida with a mailing address of (the "District"); and

**WIDLIGHT COMMERCIAL ASSOCIATION, INC.**, a Florida not-for-profit corporation, with a mailing address of 1 Rayonier Way, Wildlight, Florida 32097 (hereinafter "Association").

**RECITALS**

**WHEREAS**, the District was established pursuant to Chapter 2017-206, Laws of Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements permitted by the Act; and

**WHEREAS**, Association has constructed an irrigation and distribution system which has mainline connections with meters that are billed to the Association by JEA; and

**WHEREAS**, the District desires to provide irrigation service for landscaping improvements within certain public rights-of-way, the general location of which is depicted on the attached **Exhibit A** ("District Landscape Areas"); and

**WHEREAS**, the District has requested and the Association has agreed to allow District to allow District to withdraw available reclaimed water from certain metered reclaimed water lines owned by Association in order to irrigate the District Landscape Areas rather than requiring District to install separately metered reclaimed water lines ("Reclaimed Water Withdrawals"); and

**WHEREAS**, the District and Association desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the parties for the Reclaimed Water Withdrawals.

**NOW, THEREFORE**, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:

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



**2. COST ALLOCATION.** Association agrees to allow the District to undertake the Reclaimed Water Withdrawals as described in this Agreement. During the term of this Agreement, the District shall pay to the Association those percentage of charges incurred by Association specified below as compensation for the Reclaimed Water Withdrawals attributable to the District Landscape Areas:

2.1 Cost Allocation for Water Usage – Meter Located at . The District shall pay its proportionate share of the water usage costs incurred to the Association. Such share shall be \_\_\_\_\_ % for \_\_\_\_\_ area and \_\_\_\_\_ % for \_\_\_\_\_ area. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

2.2 Cost Allocation for Water Usage – Meter Located at . The District shall pay its proportionate share of the water usage costs incurred to the Association. Such share shall be \_\_\_\_\_ % for \_\_\_\_\_ area and \_\_\_\_\_ % for \_\_\_\_\_ area. The Association shall maintain records conforming to usual accounting practices and agrees to render monthly invoices to the District, in writing, which shall be delivered or mailed to the District by the fifth (5th) day of the next succeeding month. These monthly invoices are due and payable within forty-five (45) days of receipt by the District.

**3. TERM.** This Agreement shall become effective as of October 1, 2019, and shall remain in effect until September 30, 2020. The Agreement shall automatically renew on an annual basis without further action from either party. However, either party shall have the right to terminate this Agreement at any time upon thirty days written notice.

**4. CARE OF THE PROPERTY.** The District shall use all due care to protect the property of Association from damage by the District or its employees or agents. The District agrees to repair any damage resulting from its actions within seventy-two (72) hours. Any such repairs shall be at the District's sole expense, provided, however that such repairs are not required as a result of any intentional or negligent act or omission by Association in which case District may undertake such repairs internally and bill the Association for associated costs.

**5. COMPLIANCE WITH GOVERNMENTAL REGULATIONS.** In connection with the use of Association's reclaimed water system, the District shall comply with all conditions and obligations imposed on Association by JEA pursuant to applicable agreements. Further, the District shall ensure that its actions are in compliance with all local, state, and federal regulations. The District shall take any action necessary to promptly correct instances of non-compliance, or comply with any and all regulatory orders or requirements affecting Association's reclaimed water system by any governmental authority having jurisdiction. The

District shall promptly notify Association in writing of all such instances of non-compliance, orders or requirements.

**6. ENFORCEMENT OF AGREEMENT.** In the event that either the District or Association is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**7. DEFAULTS.** Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults.

**8. ENTIRE AGREEMENT.** This instrument, together with its Exhibit, shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

**9. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing executed by both of the parties hereto.

**10. AUTHORITY TO CONTRACT.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

**12. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied to the parties, as follows:

1. If to Association: Wildlight Commercial Association, Inc.  
1 Rayonier Way  
Wildlight, Florida 32097  
Attn: Association Manager

2. If to District: East Nassau Stewardship District  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: District Manager

With a copy to: Hopping Green & Sams, P.A.  
119 South Monroe Street, Suite 300 (32301)  
Post Office Box 6526  
Tallahassee, Florida 32314  
Attn: District Counsel

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

**13. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**14. ASSIGNMENT.** Neither the District nor Association may assign this Agreement or any monies to become due hereunder without the prior written approval of the other. Any purported assignment without such written approval shall be void.

**15. CONTROLLING LAW AND VENUE.** This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree that venue for any action arising hereunder shall be in a court of appropriate jurisdiction in Nassau County, Florida.

**16. PUBLIC RECORDS.** Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, shall be treated as such in accordance with the District's Records Retention Policy and Florida law. Pursuant to Section 119.07(1)(a), Florida Statutes, Association shall permit such records to be inspected and copied by any person desiring to do so. Failure of Association to comply with public records laws to the extent required by statute will result in immediate termination of the Agreement.

**17. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**18. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**19. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument.

**20. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

*[Signature page follows]*

DRAFT

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

**Attest:**

**EAST NASSAU STEWARDSHIP DISTRICT**

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

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

**Attest:**

**WILDLIGHT COMMERCIAL ASSOCIATION, INC.,**  
a Florida not-for-profit corporation

\_\_\_\_\_  
(Print name of witness)

\_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A:** Depiction of District Landscape Areas

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**10**

## RESOLUTION 2020-03

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF PHASE 1B JEA LIFT STATION INFRASTRUCTURE IMPROVEMENTS; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE SUBSEQUENT CONVEYANCE OF PHASE 1B JEA LIFT STATION INFRASTRUCTURE IMPROVEMENTS TO JEA; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, East Nassau Stewardship District (“District”) is a local unit of special-purpose government created and existing pursuant to Chapter 2017-206, Laws of Florida, being situated entirely within Nassau County, Florida (“Act”); and

**WHEREAS**, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

**WHEREAS**, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District, which plan is detailed in the *Engineers Report for Wildlight Village Phase 1* dated August 10, 2017, as revised December 12, 2018, the *East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1*, dated August 6, 2018, and the *East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1*, dated October 18, 2018, as revised December 12, 2018 (together, the “Capital Improvement Plan,” or “CIP”); and

**WHEREAS**, the District entered into the *Agreement by and between the East Nassau Stewardship District and Wildlight, LLC*, (“Developer”) *Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated August 10, 2017 (“Acquisition Agreement”), which sets forth the process by which the District may acquire the improvements comprising the CIP (“Improvements”); and

**WHEREAS**, the Developer has advanced, funded, commenced and completed certain Improvements, including certain lift station infrastructure improvements necessary to support the development of Wildlight Village Phase 1B (“Phase 1B JEA Lift Station Infrastructure Improvements”); and

**WHEREAS**, in order to satisfy necessary deadlines for completion and acceptance of the Phase 1B JEA Lift Station Infrastructure Improvements by JEA, the District has acquired the Phase 1B JEA Lift Station Infrastructure Improvements from Developer and will subsequently convey or has conveyed the Phase 1B JEA Lift Station Infrastructure Improvements to JEA, for perpetual ownership, operation and maintenance, as documented in the “Phase 1B JEA Lift Station Infrastructure Improvements Acquisition Package” attached hereto as **Exhibit A**; and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairperson and District Staff regarding the acquisition and subsequent conveyance of the Phase 1B JEA Lift Station Infrastructure Improvements.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

**SECTION 1.** The acquisition and conveyance of the Phase 1B JEA Lift Station Infrastructure Improvements, the execution of documents relating to such acquisition and conveyance of the Phase 1B JEA Lift Station Infrastructure Improvements, and all actions taken in the furtherance of the acquisition and conveyance of the Phase 1B JEA Lift Station Infrastructure Improvements, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed by the Board.

**SECTION 2.** There is not sufficient funding currently available to the District to reimburse Developer for the costs of the Phase 1B JEA Lift Station Infrastructure Improvements acquired by the District at this time. However, District desires to acknowledge that the costs of such Phase 1B JEA Lift Station Infrastructure Improvements which are identified in Exhibit A, attached hereto and incorporated herein by reference, may be reimbursed by the District from funding available to the District in the future or may be considered a contribution of infrastructure by Developer in lieu of assessments pursuant to the terms of the Acquisition Agreement.

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

**SECTION 4.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of October, 2019.

ATTEST:

**EAST NASSAU STEWARDSHIP  
DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair, Board of Supervisors

**Exhibit A:** Phase 1B JEA Lift Station Infrastructure Improvements Acquisition Package



**Exhibit A:** Phase 1B JEA Lift Station Infrastructure Improvements Acquisition Package

**DISTRICT ENGINEER'S CERTIFICATE**  
**(PHASE 1B JEA LIFT STATION INFRASTRUCTURE IMPROVEMENTS)**

September 12, 2019

Board of Supervisors  
East Nassau Stewardship District

Re: East Nassau Stewardship District (Nassau County, Florida)  
Acquisition of Phase 1 B JEA Lift Station

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the East Nassau Stewardship District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Wildlight LLC ("**Developer**") of the Phase 1B JEA Lift Station Infrastructure Improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain Bill of Sale and Limited Assignment ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. A representative of England-Thims & Miller, Inc. has reviewed observable portions of the Improvements. A representative of England-Thims & Miller has further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Engineer's Report for Wildlight Village Phase 1* dated August 10, 2017, as revised December 12, 2018, the *East Nassau Stewardship District Engineers Report – First Addendum for Wildlight Village Phase 1*, dated August 6, 2018, and the *East Nassau Stewardship District Supplemental Engineers Report for Wildlight Village Phase 1*, dated October 18, 2018, as revised December 12, 2018 (together, the "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale and Exhibit A attached hereto and incorporated herein by reference. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.

5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).
6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

  
 \_\_\_\_\_  
 N. Hugh Mathews, P.E.  
 President and CEO  
 England-Thims & Miller, Inc.

STATE OF FLORIDA  
 COUNTY OF Wassau

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019, by N. Hugh Mathews, President and CEO of England-Thims & Miller, Inc., who is personally known to me or who has produced \_\_\_\_\_ as identification, and did [ ] or did not [ ] take the oath.

GLORIA J. STEPHENS  
 Notary Public, State of Florida  
 My Comm. Expires 09/25/21  
 Commission No. GG120145

  
 \_\_\_\_\_  
 Notary Public, State of Florida  
 Print Name: \_\_\_\_\_  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
"Improvements"

**PLEASE SEE ATTACHED - 4 PAGES**

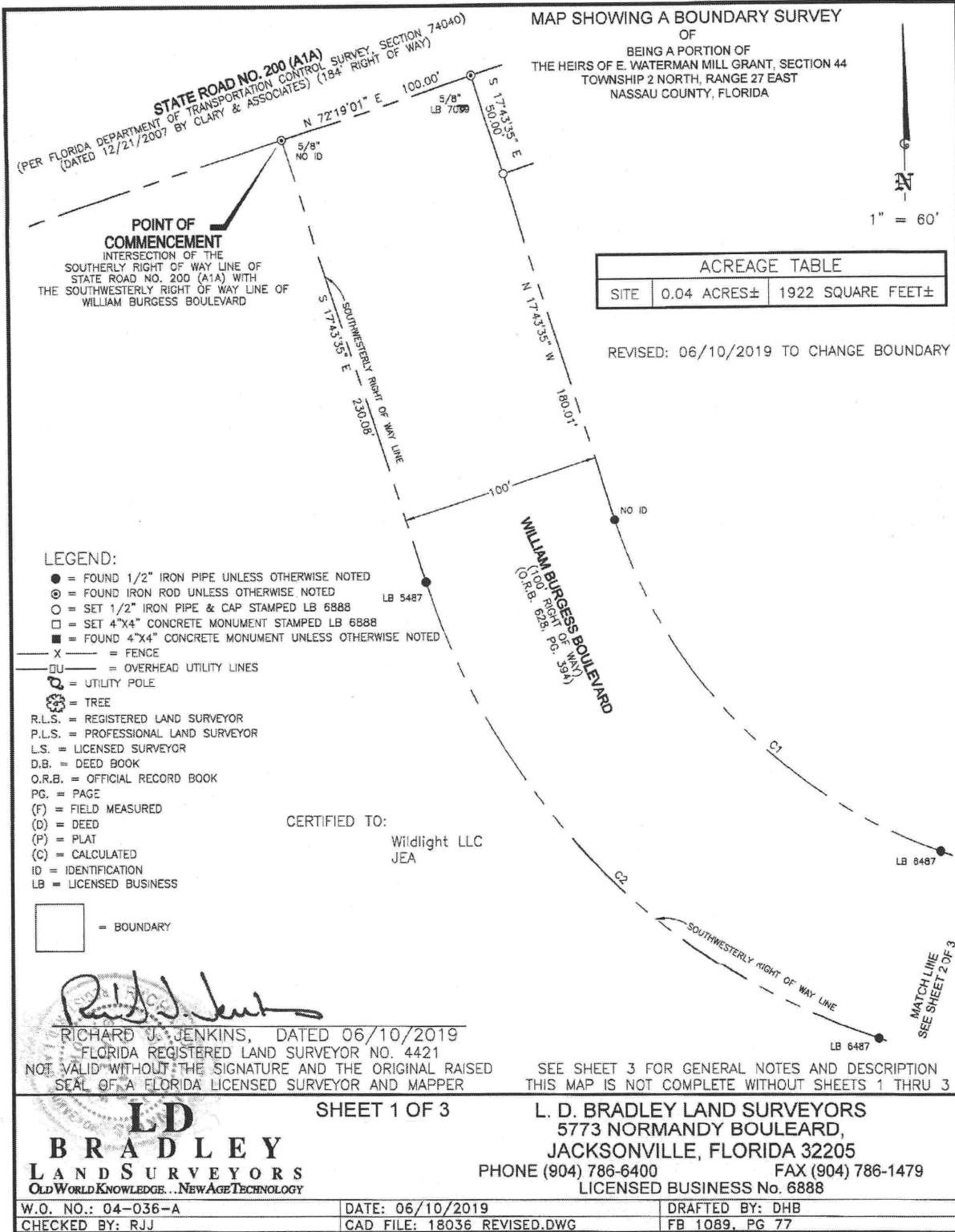
Exhibit "H"

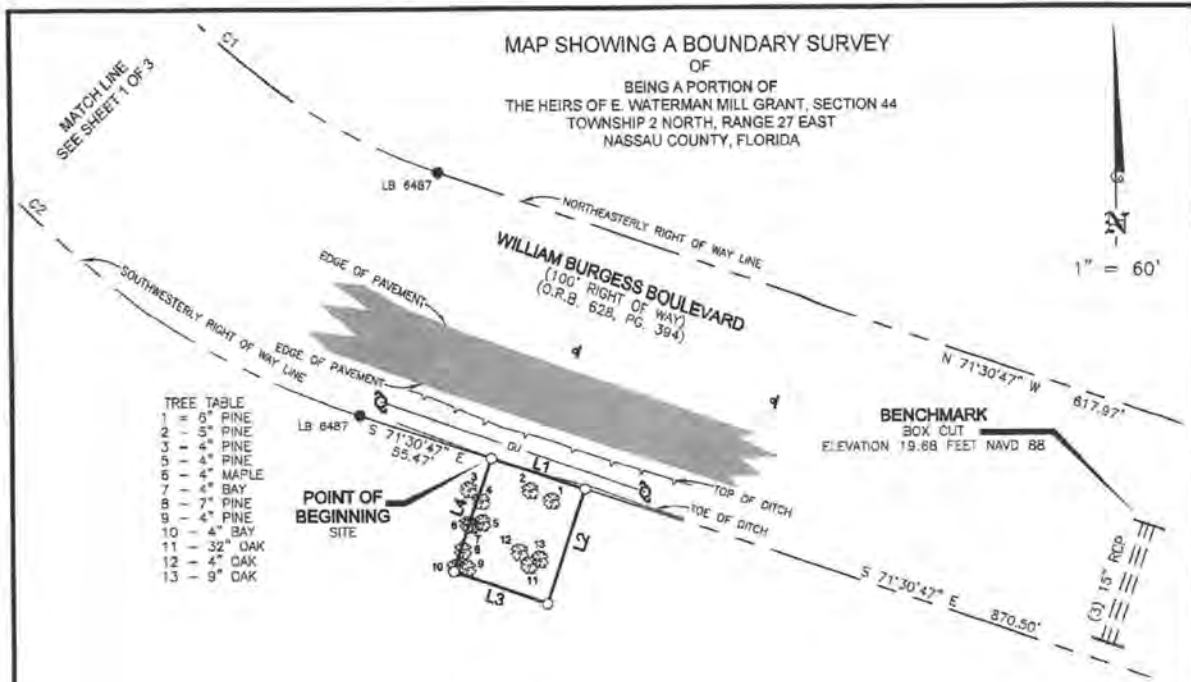
**Schedule of Values**

**Schedule of Values**

**Wildlight South Commercial Pump Station**

| ITEM DESCRIPTION             | UNIT | UNIT PRICE    | QUANTITY        | Total             |
|------------------------------|------|---------------|-----------------|-------------------|
| <b>GENERAL CONDITIONS</b>    |      |               |                 |                   |
| General Conditions           | LS   | \$ 5,000.00   | 1               | \$ 5,000.00       |
| General Requirements         | LS   | \$ 5,000.00   | 1               | \$ 5,000.00       |
| Mobilization                 | LS   | \$ 12,500.00  | 1               | \$ 12,500.00      |
| Bonds                        | LS   | \$ 5,500.00   | 1               | \$ 5,500.00       |
| As Builts                    | LS   | \$ 2,500.00   | 1               | \$ 2,500.00       |
| Testing                      | LS   | \$ 4,000.00   | 1               | \$ 4,000.00       |
|                              |      |               | <b>Subtotal</b> | <b>34,500.00</b>  |
| <b>DRIVEWAY CONSTRUCTION</b> |      |               |                 |                   |
| Concrete Driveway            | LS   | \$ 7,500.00   | 1               | \$ 7,500.00       |
| Signage                      | LS   | \$ 1,000.00   | 1               | \$ 1,000.00       |
|                              |      |               | <b>Subtotal</b> | <b>8,500.00</b>   |
| <b>SITE PREP</b>             |      |               |                 |                   |
| Earthwork                    | CY   | \$ 10,000.00  | 1               | \$ 10,000.00      |
| Cleaning & Grubbing          | AC   | \$ 2,500.00   | 1               | \$ 2,500.00       |
| Silt Fence                   | LF   | \$ 3.00       | 500             | \$ 1,500.00       |
|                              |      |               | <b>Subtotal</b> | <b>14,000.00</b>  |
| <b>FORCE MAIN SEWER</b>      |      |               |                 |                   |
| Force Main - 6" Gate Valves  | EA   | \$ 825.00     | 3               | \$ 2,475.00       |
| Force Main - 6" PVC          | LF   | \$ 75.00      | 140             | \$ 10,500.00      |
| Open Cut William Burgess     | EA   | \$ 7,500.00   | 1               | \$ 7,500.00       |
| Force Main - Misc. Fittings  | LS   | \$ 1,500.00   | 1               | \$ 1,500.00       |
|                              |      |               | 0               |                   |
|                              |      |               | <b>Subtotal</b> | <b>21,975.00</b>  |
| <b>GRAVITY SEWER</b>         |      |               |                 |                   |
| Gravity Sewer - Manholes     | EA   | \$ 12,000.00  | 3               | \$ 36,000.00      |
| Gravity Sewer - 10" PVC      | LF   | \$ 80.00      | 40              | \$ 3,200.00       |
| Gravity Sewer - 8" PVC       | LF   | \$ 65.00      | 180             | \$ 11,700.00      |
|                              |      |               | <b>Subtotal</b> | <b>50,900.00</b>  |
| <b>WATER SERVICE</b>         |      |               |                 |                   |
| 15" Water Service            | EA   | \$ 1,500.00   | 1               | \$ 1,500.00       |
| Irrigation Service           | EA   | \$ 1,500.00   | 1               | \$ 1,500.00       |
| Backflow Preventer           | EA   | \$ 1,200.00   | 1               | \$ 1,200.00       |
|                              |      |               | <b>Subtotal</b> | <b>4,200.00</b>   |
| <b>LIFT STATION</b>          |      |               |                 |                   |
| Excavation                   | LS   | \$ 8,500.00   | 1               | \$ 8,500.00       |
| Wet well                     | EA   | \$ 75,000.00  | 1               | \$ 75,000.00      |
| Pumps, bases, rail system    | EA   | \$ 58,000.00  | 1               | \$ 58,000.00      |
| Control Panel                | LF   | \$ 25,000.00  | 1               | \$ 25,000.00      |
| Mechanical                   | LF   | \$ 25,000.00  | 1               | \$ 25,000.00      |
| Electrical                   | EA   | \$ 50,000.00  | 1               | \$ 50,000.00      |
| Generator                    | EA   | \$ 150,000.00 | 1               | \$ 150,000.00     |
| Start up and testing         | LS   | \$ 25,000.00  | 1               | \$ 25,000.00      |
|                              |      |               | <b>Subtotal</b> | <b>416,500.00</b> |
|                              |      |               | <b>Total</b>    | <b>550,575.00</b> |





**LEGEND:**

- = FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- ⊙ = FOUND IRON ROD UNLESS OTHERWISE NOTED
- = SET 1/2" IRON PIPE & CAP STAMPED LB 6888
- = SET 4"x4" CONCRETE MONUMENT STAMPED LB 6888
- = FOUND 4"x4" CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- X = FENCE
- DU — = OVERHEAD UTILITY LINES
- = UTILITY POLE
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- (F) = FIELD MEASURED
- (D) = DEED
- (P) = PLAT
- (C) = CALCULATED
- ID = IDENTIFICATION
- LB = LICENSED BUSINESS

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

| CURVE TABLE |           |         |         |         |               |                |
|-------------|-----------|---------|---------|---------|---------------|----------------|
| CURVE       | DELTA     | RADIUS  | LENGTH  | TANGENT | CHORD BEARING | CHORD DISTANCE |
| C1          | 53°47'12" | 255.32' | 239.68' | 129.49' | N 44°37'11" W | 230.98'        |
| C2          | 53°47'12" | 355.32' | 333.56' | 180.21' | S 44°37'11" E | 321.45'        |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE #     | BEARING       | LENGTH |
| L1         | S 71°30'47" E | 40.00' |
| L2         | S 18°39'24" W | 48.11' |
| L3         | N 71°20'36" W | 40.00' |
| L4         | N 18°39'24" E | 47.99' |

CERTIFIED TO:  
Wildlight LLC  
JEA

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

**LD**  
**BRADLEY**  
LAND SURVEYORS  
Old World Knowledge... New Age Technology

SHEET 2 OF 3

**L. D. BRADLEY LAND SURVEYORS**  
5773 NORMANDY BOULEVARD,  
JACKSONVILLE, FLORIDA 32205  
PHONE (904) 786-6400 FAX (904) 786-1479  
LICENSED BUSINESS No. 6888

|                    |                             |                 |
|--------------------|-----------------------------|-----------------|
| W.O. NO.: 04-036-A | DATE: 06/10/2019            | DRAFTED BY: DHB |
| CHECKED BY: RJJ    | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |

**MAP SHOWING A BOUNDARY SURVEY**  
 OF  
 BEING A PORTION OF  
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44  
 TOWNSHIP 2 NORTH, RANGE 27 EAST  
 NASSAU COUNTY, FLORIDA

**DESCRIPTION:**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.56 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line, S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.

**SURVEYORS NOTES:**

- 1.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS WERE NOT LOCATED OTHER THAN SHOWN.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, THE BEARING BASE BEING THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A-1-A), SAID MONUMENTED LINE HAVING A GRID BEARING OF N 72°19'01" E.
- 4.) BENCH MARK ORIGIN: CONTROL POINT DM5333, DESIGNATION W 720, ELEVATION 22.02 FEET NAVD 88, ELEVATIONS SHOWN HEREON REFER TO NAVD 1988 AND ARE IN FEET, SITE BENCHMARKS ARE BASED ON THIS CONTROL POINT AND ARE SHOWN ON THIS SURVEY.
- 5.) THE ELEVATIONS SHOWN ON THIS SURVEY ARE A REPRESENTATION OF THE CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 6.) SOURCES OF INFORMATION:
  - \* DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY OF STATE ROAD NO. 200 (A1A), SECTION 74040, DATED 12/21/2007 BY CLARY & ASSOCIATES
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF INTERSTATE 95, SECTION 74180-2401
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5 (U.S. HIGHWAY 17), PROJECT NO. 7402

CERTIFIED TO:  
 Wildlight LLC  
 JEA

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

**LD**  
**BRADLEY**  
 LAND SURVEYORS  
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SHEET 3 OF 3

**L. D. BRADLEY LAND SURVEYORS**  
 5773 NORMANDY BOULEVARD,  
 JACKSONVILLE, FLORIDA 32205  
 PHONE (904) 786-6400 FAX (904) 786-1479  
 LICENSED BUSINESS No. 6888

|                    |                             |                 |
|--------------------|-----------------------------|-----------------|
| W.O. NO.: 04-036-A | DATE: 06/10/2019            | DRAFTED BY: DHB |
| CHECKED BY: RJJ    | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |



**ACKNOWLEDGMENT AND RELEASE**  
**PHASE 1B JEA LIFT STATION INFRASTRUCTURE IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE (“**Release**”) is made the 11 day of September 2019, by **FLORIDA INFRASTRUCTURE, INC.**, a Florida corporation, having a principal address of 542190 US Highway 1, Callahan, Florida 32011 (“**Contractor**”), in favor of the **EAST NASSAU STEWARDSHIP DISTRICT** (“**District**”), which is a local unit of special-purpose government situated in Nassau County, Florida, and having offices located 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

**WHEREAS**, pursuant to that certain *Construction Agreement Cost Plus with Guaranteed Maximum Price*, dated September 21, 2018 (“**Contract**”), between Contractor and Wildlight LLC, a Delaware limited liability company (“**Developer**”), Contractor has constructed for Developer certain public infrastructure improvements, as described in **Exhibit A** attached hereto and incorporated herein by this reference (“**Improvements**”); and

**WHEREAS**, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

**WHEREAS**, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto.

**SECTION 3. WARRANTY AND INDEMNIFICATION.** Contractor hereby consents to the assignment of any workmanship warranties provided by the Contractor to Developer pursuant to the Construction Contract and expressly acknowledges the District’s right to enforce the terms of the Contract with respect to such workmanship warranties. Contractor further agrees to indemnify and hold the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District for or resulting from breach of such workmanship warranties by Contractor, its agents, employees, or officers. Said

indemnification shall include, but not be limited to, any reasonable attorneys', paralegals' and expert witness' fees and costs incurred by the District.

**SECTION 4. CERTIFICATE OF PAYMENT.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to Contractor. under the Contract (as such term is defined above) in the amount of [\$139,812.50] which amount represents the balance to finish the work under the Contract plus retainage withheld to date, and that such amount shall be paid by Developer.

**SECTION 5. EFFECTIVE DATE.** This Release shall take effect upon execution.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

“Contractor”

**FLORIDA INFRASTRUCTURE, INC.,**

A Florida corporation

By: Karen  
Name: Karen Brantley  
Its: President

STATE OF FLORIDA )

COUNTY OF Nassau )

I HEREBY CERTIFY that on this 11<sup>th</sup> day of September, 2019, before me personally appeared Karen Brantley of Florida Infrastructure, Inc., a Florida corporation, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced N/A as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this 11<sup>th</sup> day of September, 2019.



(NOTARIAL SEAL)

Lisa J. Crosby  
Print Name: Lisa J. Crosby  
Notary Public, State of Florida  
My Commission No.:  
My Commission

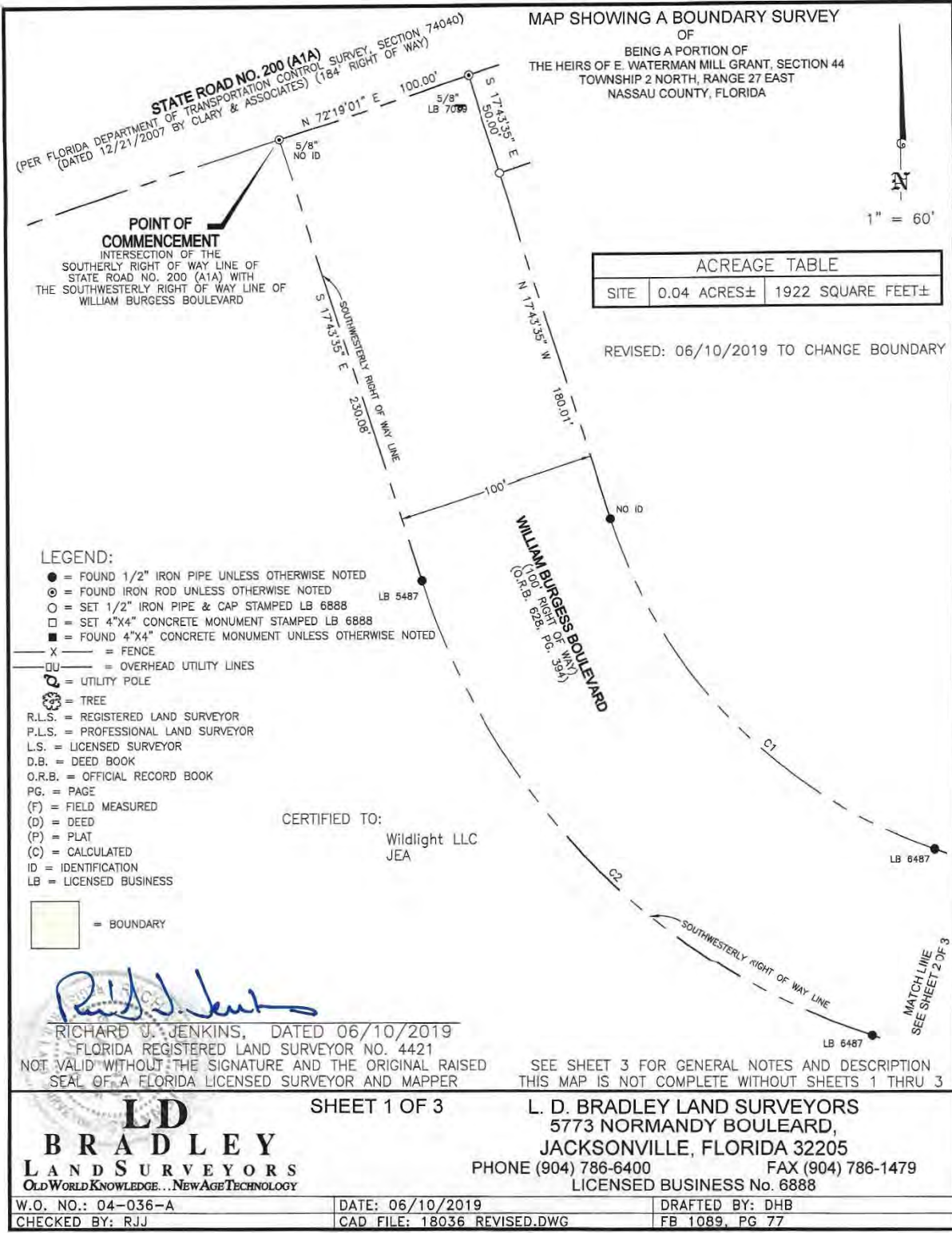
**EXHIBIT A**  
**“Improvements”**

**PLEASE SEE ATTACHED 4 PAGES.**

## Schedule of Values

### Schedule of Values Wildlight South Commercial Pump Station

| ITEM DESCRIPTION             | UNIT | UNIT PRICE    | QUANTITY | Total             |
|------------------------------|------|---------------|----------|-------------------|
| <b>GENERAL CONDITIONS</b>    |      |               |          |                   |
| General Conditions           | LS   | \$ 5,000.00   | 1        | \$ 5,000.00       |
| General Requirements         | LS   | \$ 5,000.00   | 1        | \$ 5,000.00       |
| Mobilization                 | LS   | \$ 12,500.00  | 1        | \$ 12,500.00      |
| Bonds                        | LS   | \$ 5,500.00   | 1        | \$ 5,500.00       |
| As Builts                    | LS   | \$ 2,500.00   | 1        | \$ 2,500.00       |
| Testing                      | LS   | \$ 4,000.00   | 1        | \$ 4,000.00       |
| <b>Subtotal</b>              |      |               |          | <b>34,500.00</b>  |
| <b>DRIVEWAY CONSTRUCTION</b> |      |               |          |                   |
| Concrete Driveway            | LS   | \$ 7,500.00   | 1        | \$ 7,500.00       |
| Signage                      | LS   | \$ 1,000.00   | 1        | \$ 1,000.00       |
| <b>Subtotal</b>              |      |               |          | <b>8,500.00</b>   |
| <b>SITE PREP</b>             |      |               |          |                   |
| Earthwork                    | CY   | \$ 10,000.00  | 1        | \$ 10,000.00      |
| Clearing & Grubbing          | AC   | \$ 2,500.00   | 1        | \$ 2,500.00       |
| Silt Fence                   | LF   | \$ 3.00       | 500      | \$ 1,500.00       |
| <b>Subtotal</b>              |      |               |          | <b>14,000.00</b>  |
| <b>FORCE MAIN SEWER</b>      |      |               |          |                   |
| Force Main - 6" Gate Valves  | EA   | \$ 825.00     | 3        | \$ 2,475.00       |
| Force Main - 6" PVC          | LF   | \$ 75.00      | 140      | \$ 10,500.00      |
| Open Cut William Burgess     | EA   | \$ 7,500.00   | 1        | \$ 7,500.00       |
| Force Main - Misc. Fittings  | LS   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| <b>Subtotal</b>              |      |               |          | <b>21,975.00</b>  |
| <b>GRAVITY SEWER</b>         |      |               |          |                   |
| Gravity Sewer - Manholes     | EA   | \$ 12,000.00  | 3        | \$ 36,000.00      |
| Gravity Sewer - 10" PVC      | LF   | \$ 80.00      | 40       | \$ 3,200.00       |
| Gravity Sewer - 8" PVC       | LF   | \$ 65.00      | 180      | \$ 11,700.00      |
| <b>Subtotal</b>              |      |               |          | <b>50,900.00</b>  |
| <b>WATER SERVICE</b>         |      |               |          |                   |
| 1.5" Water Service           | EA   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| Irrigation Service           | EA   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| Backflow Preventer           | EA   | \$ 1,200.00   | 1        | \$ 1,200.00       |
| <b>Subtotal</b>              |      |               |          | <b>4,200.00</b>   |
| <b>LIFT STATION</b>          |      |               |          |                   |
| Excavation                   | LS   | \$ 8,500.00   | 1        | \$ 8,500.00       |
| Wet well                     | EA   | \$ 75,000.00  | 1        | \$ 75,000.00      |
| Pumps, bases, rail system    | EA   | \$ 58,000.00  | 1        | \$ 58,000.00      |
| Control Panel                | LF   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| Mechanical                   | LF   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| Electrical                   | EA   | \$ 50,000.00  | 1        | \$ 50,000.00      |
| Generator                    | EA   | \$ 150,000.00 | 1        | \$ 150,000.00     |
| Start up and testing         | LS   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| <b>Subtotal</b>              |      |               |          | <b>416,500.00</b> |
| <b>Total</b>                 |      |               |          | <b>550,575.00</b> |



MAP SHOWING A BOUNDARY SURVEY  
OF  
BEING A PORTION OF  
THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44  
TOWNSHIP 2 NORTH, RANGE 27 EAST  
NASSAU COUNTY, FLORIDA

1" = 60'

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

REVISED: 06/10/2019 TO CHANGE BOUNDARY

**POINT OF COMMENCEMENT**  
INTERSECTION OF THE  
SOUTHERLY RIGHT OF WAY LINE OF  
STATE ROAD NO. 200 (A1A) WITH  
THE SOUTHWESTERLY RIGHT OF WAY LINE OF  
WILLIAM BURGESS BOULEVARD

**LEGEND:**

- = FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- ⊙ = FOUND IRON ROD UNLESS OTHERWISE NOTED
- = SET 1/2" IRON PIPE & CAP STAMPED LB 6888
- = SET 4"x4" CONCRETE MONUMENT STAMPED LB 6888
- = FOUND 4"x4" CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- X = FENCE
- = OVERHEAD UTILITY LINES
- ⊕ = UTILITY POLE
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- LB = LICENSED BUSINESS

□ = BOUNDARY

CERTIFIED TO:  
Wildlight LLC  
JEA

*Richard U. Jenkins*

RICHARD U. JENKINS, DATED 06/10/2019  
FLORIDA REGISTERED LAND SURVEYOR NO. 4421  
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

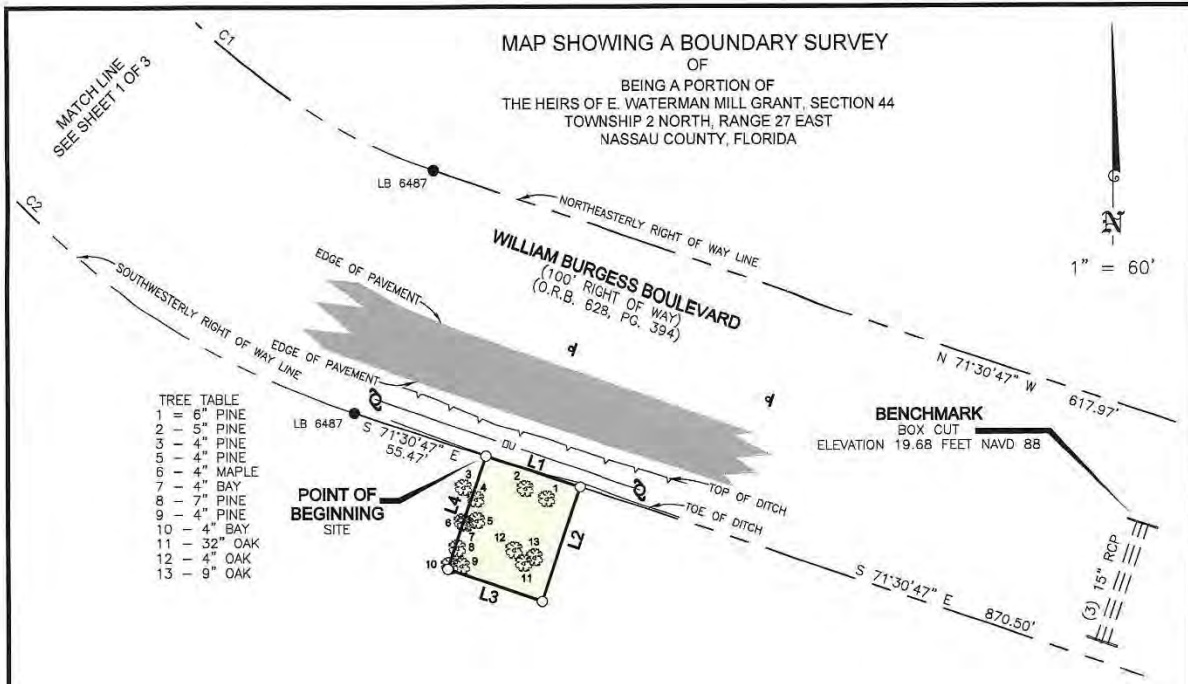
SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
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**LD**  
**BRADLEY**  
LAND SURVEYORS  
OLD WORLD KNOWLEDGE... NEW AGE TECHNOLOGY

SHEET 1 OF 3

**L. D. BRADLEY LAND SURVEYORS**  
5773 NORMANDY BOULEVARD,  
JACKSONVILLE, FLORIDA 32205  
PHONE (904) 786-6400 FAX (904) 786-1479  
LICENSED BUSINESS No. 6888

|                    |                             |                 |
|--------------------|-----------------------------|-----------------|
| W.O. NO.: 04-036-A | DATE: 06/10/2019            | DRAFTED BY: DHB |
| CHECKED BY: RJJ    | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |



**TREE TABLE**

|    |          |
|----|----------|
| 1  | 6" PINE  |
| 2  | 5" PINE  |
| 3  | 4" PINE  |
| 5  | 4" PINE  |
| 6  | 4" MAPLE |
| 7  | 4" BAY   |
| 8  | 7" PINE  |
| 9  | 4" PINE  |
| 10 | 4" BAY   |
| 11 | 32" OAK  |
| 12 | 4" OAK   |
| 13 | 9" OAK   |

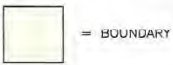
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| C2          | 53°47'12" | 355.32' | 333.56' | 180.21' | S 44°37'11" E | 321.45'        |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE #     | BEARING       | LENGTH |
| L1         | S 71°30'47" E | 40.00' |
| L2         | S 18°39'24" W | 48.11' |
| L3         | N 71°20'36" W | 40.00' |
| L4         | N 18°39'24" E | 47.99' |



CERTIFIED TO:  
Wildlight LLC  
JEA

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

|  |                             |  |
|--|-----------------------------|--|
| <p><b>LD</b><br/><b>BRADLEY</b><br/>LAND SURVEYORS<br/>Old World Knowledge... New Age Technology</p> | <p>SHEET 2 OF 3</p>         | <p>L. D. BRADLEY LAND SURVEYORS<br/>5773 NORMANDY BOULEARD,<br/>JACKSONVILLE, FLORIDA 32205<br/>PHONE (904) 786-6400 FAX (904) 786-1479<br/>LICENSED BUSINESS No. 6888</p> |
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BEING A PORTION OF  
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NASSAU COUNTY, FLORIDA

DESCRIPTION:

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.56 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line. S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.

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- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 19, THE BEARING BASE BEING THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A-1-A), SAID MONUMENTED LINE HAVING A GRID BEARING OF N 72°19'01" E.
- 4.) BENCH MARK ORIGIN: CONTROL POINT DM5333, DESIGNATION W 720, ELEVATION 22.02 FEET NAVD 88, ELEVATIONS SHOWN HEREON REFER TO NAVD 1988 AND ARE IN FEET, SITE BENCHMARKS ARE BASED ON THIS CONTROL POINT AND ARE SHOWN ON THIS SURVEY.
- 5.) THE ELEVATIONS SHOWN ON THIS SURVEY ARE A REPRESENTATION OF THE CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 6.) SOURCES OF INFORMATION:
  - \* DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY OF STATE ROAD NO. 200 (A1A), SECTION 74040, DATED 12/21/2007 BY CLARY & ASSOCIATES
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF INTERSTATE 95, SECTION 74160-2401
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5 (U.S. HIGHWAY 17), PROJECT NO. 7402

CERTIFIED TO:

Wildlight LLC  
JEA

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

**LD**  
**BRADLEY**  
LAND SURVEYORS  
OLD WORLD KNOWLEDGE...NEW AGE TECHNOLOGY

SHEET 3 OF 3

**L. D. BRADLEY LAND SURVEYORS**  
5773 NORMANDY BOULEARD,  
JACKSONVILLE, FLORIDA 32205  
PHONE (904) 786-6400 FAX (904) 786-1479  
LICENSED BUSINESS No. 6888

|                    |                             |                 |
|--------------------|-----------------------------|-----------------|
| W.O. NO.: 04-036-A | DATE: 06/10/2019            | DRAFTED BY: DHB |
| CHECKED BY: RJJ    | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |



**RELEASE OF RESTRICTIONS ON THE EAST NASSAU STEWARDSHIP DISTRICT'S RIGHT TO USE AND RELY UPON DRAWINGS, PLANS, SPECIFICATIONS, RELATED DOCUMENTS, AND SERVICES CREATED OR UNDERTAKEN IN CONNECTION WITH THE CONSTRUCTION OF CERTAIN PHASE 1B JEA LIFT STATION INFRASTRUCTURE IMPROVEMENTS.**

**THIS RELEASE** is made the 12 day of September, 2019, by **ENGLAND-THIMS & MILLER, INC.** ("**Professional**"), in favor of the **EAST NASSAU STEWARDSHIP DISTRICT** ("**District**").

**RECITALS**

**WHEREAS**, Professional is a Florida corporation with offices located at 14775 Old St. Augustine Road, Jacksonville, Florida 32258; and

**WHEREAS**, the District is a local unit of special purpose government, being situated in Nassau County, Florida, and having offices located at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431; and

**WHEREAS**, Professional has created certain drawings, plans, specifications and related documents and/or has undertaken services in connection with the construction of certain infrastructure improvements ("**Work Product**"), all as more fully described in **Exhibit A** hereto and in that certain Bill of Sale and Limited Assignment ("**Bill of Sale**") dated as of or about the same date as this certificate, for Wildlight LLC, a Delaware limited liability company, as owner and developer of lands within the District; and

**WHEREAS**, the District subsequently intends to acquire the Work Product from Wildlight LLC, and thereby secure the unrestricted right to use and rely upon the same for any and all purposes; and

**WHEREAS**, the District has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

**WHEREAS**, Professional has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, the District and Professional agree as follows:

**SECTION 1. GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

**SECTION 2. RELEASE.** Premised upon the District's agreement to make no revisions or modifications to the Work Product without prior written permission of Professional, Professional confirms the release of all restrictions upon the District's right to use and rely upon the Work Product for any and all purposes. Further, Professional acknowledges that all warranties, contracts

and rights and remedies thereunder and other forms of indemnification, if any, may be freely transferred to the District from Wildlight LLC.

**SECTION 3. CERTIFICATE OF PAYMENT.** Professional hereby acknowledges that, Professional has been fully compensated for its services and work related to completion of the Work Product. Professional further certifies that there are no outstanding requests for payment related to the Work Product and that there is no disagreement as to the appropriateness of payment made for Work Product.

**SECTION 4. EFFECTIVE DATE.** This Release shall take effect upon execution. This Release is effective only for the Work Product prepared in connection with those improvements more fully described in the Bill of Sale, and Professional is not waiving or releasing any rights with respect to future work to be conducted pursuant to its existing agreement.

“Professional”

WITNESSES:

**ENGLAND-THIMS & MILLER, INC.,**  
a Florida corporation

*[Signature]*  
Name: 9/12/19 John Zachary  
BREANT

By: *[Signature]*  
N. Hugh Mathews, P.E.  
Title: President and CEO

*[Signature]*  
Name: Patrick Russell

ATTEST: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of September, 2019, by N. Hugh Mathews, as President and CEO of England-Thims & Miller, Inc., a Florida corporation, and who is personally known to me or has produced the following identification:  
\_\_\_\_\_

(NOTARY SEAL)

*Gloria J. Stephens*  
Notary Public Signature  
Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**GLORIA J. STEPHENS**  
Notary Public, State of Florida  
My Comm. Expires 09/25/21  
Commission No. GG120145

**EXHIBIT A**

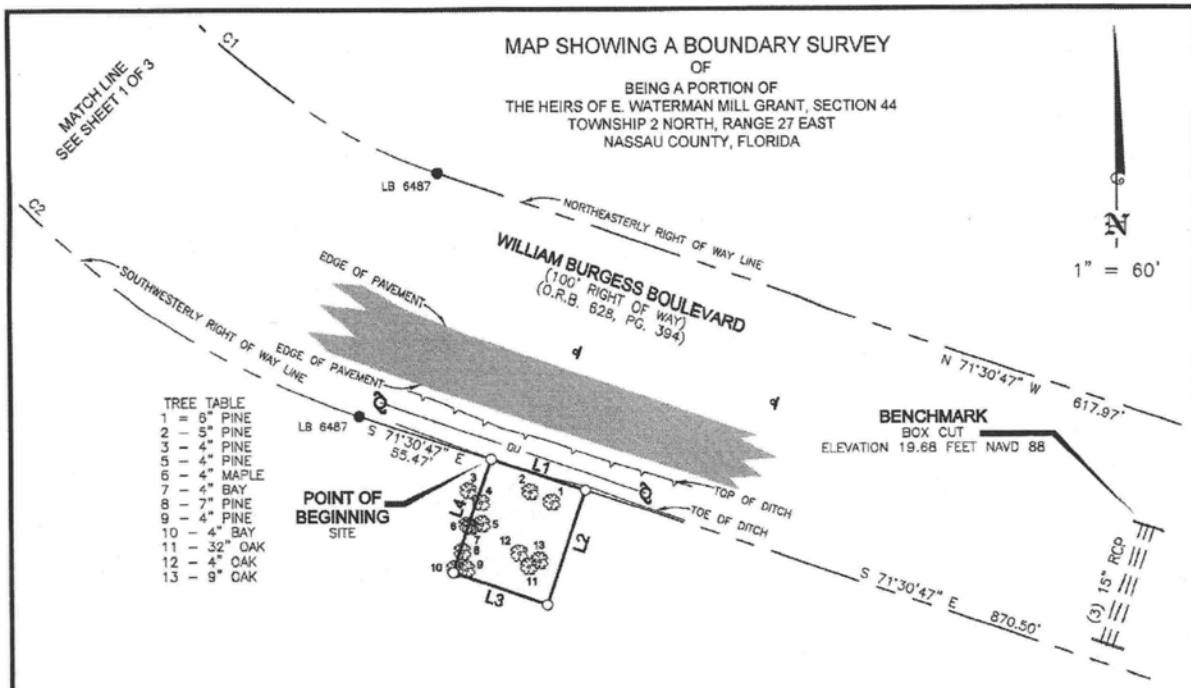
**PLEASE SEE ATTACHED - 4 PAGES**

Exhibit "H"  
**Schedule of Values**

**Schedule of Values**  
**Wildlight South Commercial Pump Station**

| ITEM DESCRIPTION             | UNIT | UNIT PRICE    | QUANTITY | Total             |
|------------------------------|------|---------------|----------|-------------------|
| <b>GENERAL CONDITIONS</b>    |      |               |          |                   |
| General Conditions           | LS   | \$ 5,000.00   | 1        | \$ 5,000.00       |
| General Requirements         | LS   | \$ 5,000.00   | 1        | \$ 5,000.00       |
| Mobilization                 | LS   | \$ 12,500.00  | 1        | \$ 12,500.00      |
| Bonds                        | LS   | \$ 5,500.00   | 1        | \$ 5,500.00       |
| As Built                     | LS   | \$ 2,500.00   | 1        | \$ 2,500.00       |
| Testing                      | LS   | \$ 4,000.00   | 1        | \$ 4,000.00       |
| <b>Subtotal</b>              |      |               |          | <b>34,500.00</b>  |
| <b>DRIVEWAY CONSTRUCTION</b> |      |               |          |                   |
| Concrete Driveway            | LS   | \$ 7,500.00   | 1        | \$ 7,500.00       |
| Signage                      | LS   | \$ 1,000.00   | 1        | \$ 1,000.00       |
| <b>Subtotal</b>              |      |               |          | <b>8,500.00</b>   |
| <b>SITE PREP</b>             |      |               |          |                   |
| Earthwork                    | CY   | \$ 10,000.00  | 1        | \$ 10,000.00      |
| Clearing & Grubbing          | AC   | \$ 2,500.00   | 1        | \$ 2,500.00       |
| Silt Fence                   | LF   | \$ 3.00       | 500      | \$ 1,500.00       |
| <b>Subtotal</b>              |      |               |          | <b>14,000.00</b>  |
| <b>FORCE MAIN SEWER</b>      |      |               |          |                   |
| Force Main - 6" Gate Valves  | EA   | \$ 825.00     | 3        | \$ 2,475.00       |
| Force Main - 6" PVC          | LF   | \$ 75.00      | 140      | \$ 10,500.00      |
| Open Cut William Burgess     | EA   | \$ 7,500.00   | 1        | \$ 7,500.00       |
| Force Main - Misc. Fittings  | LS   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| <b>Subtotal</b>              |      |               |          | <b>21,975.00</b>  |
| <b>GRAVITY SEWER</b>         |      |               |          |                   |
| Gravity Sewer - Manholes     | EA   | \$ 12,000.00  | 3        | \$ 36,000.00      |
| Gravity Sewer - 10" PVC      | LF   | \$ 80.00      | 40       | \$ 3,200.00       |
| Gravity Sewer - 8" PVC       | LF   | \$ 65.00      | 180      | \$ 11,700.00      |
| <b>Subtotal</b>              |      |               |          | <b>50,900.00</b>  |
| <b>WATER SERVICE</b>         |      |               |          |                   |
| 15" Water Service            | EA   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| Irrigation Service           | EA   | \$ 1,500.00   | 1        | \$ 1,500.00       |
| Backflow Preventer           | EA   | \$ 1,200.00   | 1        | \$ 1,200.00       |
| <b>Subtotal</b>              |      |               |          | <b>4,200.00</b>   |
| <b>LIFT STATION</b>          |      |               |          |                   |
| Excavation                   | LS   | \$ 8,500.00   | 1        | \$ 8,500.00       |
| Wet well                     | EA   | \$ 75,000.00  | 1        | \$ 75,000.00      |
| Pumps, bases, rail system    | EA   | \$ 58,000.00  | 1        | \$ 58,000.00      |
| Control Panel                | LF   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| Mechanical                   | LF   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| Electrical                   | EA   | \$ 50,000.00  | 1        | \$ 50,000.00      |
| Generator                    | EA   | \$ 150,000.00 | 1        | \$ 150,000.00     |
| Start up and testing         | LS   | \$ 25,000.00  | 1        | \$ 25,000.00      |
| <b>Subtotal</b>              |      |               |          | <b>416,500.00</b> |
| <b>Total</b>                 |      |               |          | <b>550,575.00</b> |





**TREE TABLE**

|    |     |       |
|----|-----|-------|
| 1  | 6"  | PINE  |
| 2  | 5"  | PINE  |
| 3  | 4"  | PINE  |
| 5  | 4"  | PINE  |
| 6  | 4"  | MAPLE |
| 7  | 4"  | BAY   |
| 8  | 7"  | PINE  |
| 9  | 4"  | PINE  |
| 10 | 4"  | BAY   |
| 11 | 32" | OAK   |
| 12 | 4"  | OAK   |
| 13 | 9"  | OAK   |

**LEGEND:**

- = FOUND 1/2" IRON PIPE UNLESS OTHERWISE NOTED
- ⊙ = FOUND IRON ROD UNLESS OTHERWISE NOTED
- = SET 1/2" IRON PIPE & CAP STAMPED LB 6888
- = SET 4"x4" CONCRETE MONUMENT STAMPED LB 6888
- = FOUND 4"x4" CONCRETE MONUMENT UNLESS OTHERWISE NOTED
- X = FENCE
- DU = OVERHEAD UTILITY LINES
- = UTILITY POLE
- ⊗ = TREE
- R.L.S. = REGISTERED LAND SURVEYOR
- P.L.S. = PROFESSIONAL LAND SURVEYOR
- L.S. = LICENSED SURVEYOR
- D.B. = DEED BOOK
- O.R.B. = OFFICIAL RECORD BOOK
- PG. = PAGE
- (F) = FIELD MEASURED
- (D) = DEED
- (P) = PLAT
- (C) = CALCULATED
- ID = IDENTIFICATION
- LB = LICENSED BUSINESS

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

| CURVE TABLE |           |         |         |         |               |                |
|-------------|-----------|---------|---------|---------|---------------|----------------|
| CURVE       | DELTA     | RADIUS  | LENGTH  | TANGENT | CHORD BEARING | CHORD DISTANCE |
| C1          | 53°47'12" | 255.32' | 239.68' | 129.49' | N 44°37'11" W | 230.98'        |
| C2          | 53°47'12" | 355.32' | 333.56' | 180.21' | S 44°37'11" E | 321.45'        |

| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE #     | BEARING       | LENGTH |
| L1         | S 71°30'47" E | 40.00' |
| L2         | S 18°39'24" W | 46.11' |
| L3         | N 71°20'36" W | 40.00' |
| L4         | N 18°39'24" E | 47.99' |

CERTIFIED TO:  
Wildlight LLC  
JEA

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

|   |                             |   |
|---|-----------------------------|---|
| <p><b>LD</b><br/><b>BRADLEY</b><br/>LAND SURVEYORS<br/><i>Old World Knowledge... New Age Technology</i></p> | <p>SHEET 2 OF 3</p>         | <p>L. D. BRADLEY LAND SURVEYORS<br/>5773 NORMANDY BOULEVARD,<br/>JACKSONVILLE, FLORIDA 32205<br/>PHONE (904) 786-6400 FAX (904) 786-1479<br/>LICENSED BUSINESS No. 6888</p> |
| W.O. NO.: 04-036-A  | DATE: 06/10/2019            | DRAFTED BY: DHB   |
| CHECKED BY: RJJ   | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |

**MAP SHOWING A BOUNDARY SURVEY**  
 OF  
 BEING A PORTION OF  
 THE HEIRS OF E. WATERMAN MILL GRANT, SECTION 44  
 TOWNSHIP 2 NORTH, RANGE 27 EAST  
 NASSAU COUNTY, FLORIDA

**DESCRIPTION:**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.58 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line. S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.

**SURVEYORS NOTES:**

- 1.) UNDERGROUND IMPROVEMENTS SUCH AS FOUNDATIONS WERE NOT LOCATED OTHER THAN SHOWN.
- 2.) DISTANCES AND COMPUTED ACREAGE REFER TO GROUND UNITS AND ARE MEASURED IN FEET.
- 3.) BEARINGS SHOWN HEREON REFER TO FLORIDA STATE PLANE, FLORIDA EAST ZONE, NORTH AMERICAN DATUM OF 1983(2011) ADJUSTMENT AND ARE BASED ON CONTROL POINTS PID DE5905, DESIGNATION NASSAU 20 AND PID DE5904, DESIGNATION NASSAU 10, THE BEARING BASE BEING THE MONUMENTED SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD NO. 200 (A-1-A), SAID MONUMENTED LINE HAVING A GRID BEARING OF N 72°19'01" E.
- 4.) BENCH MARK ORIGIN CONTROL POINT DMS333, DESIGNATION W 720, ELEVATION 22.02 FEET NAVD 88, ELEVATIONS SHOWN HEREON REFER TO NAVD 1988 AND ARE IN FEET, SITE BENCHMARKS ARE BASED ON THIS CONTROL POINT AND ARE SHOWN ON THIS SURVEY.
- 5.) THE ELEVATIONS SHOWN ON THIS SURVEY ARE A REPRESENTATION OF THE CONDITIONS ON THE DATE OF THE FIELD SURVEY.
- 6.) SOURCES OF INFORMATION:
  - \* DEEDS OF RECORD
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 200 (A1A), SECTION 74040-2504
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION CONTROL SURVEY OF STATE ROAD NO. 200 (A1A), SECTION 74040, DATED 12/21/2007 BY CLARY & ASSOCIATES
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF INTERSTATE 95, SECTION 74160-2401
  - \* FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD NO. 5 (U.S. HIGHWAY 17), PROJECT NO. 7402

CERTIFIED TO:

Wildlight LLC.  
JEA

| ACREAGE TABLE |             |                   |
|---------------|-------------|-------------------|
| SITE          | 0.04 ACRES± | 1922 SQUARE FEET± |

SEE SHEET 3 FOR GENERAL NOTES AND DESCRIPTION  
 THIS MAP IS NOT COMPLETE WITHOUT SHEETS 1 THRU 3

**LD**  
**BRADLEY**  
 LAND SURVEYORS  
 Old World Knowledge... New Age Technology

SHEET 3 OF 3

**L. D. BRADLEY LAND SURVEYORS**  
 5773 NORMANDY BOULEARD,  
 JACKSONVILLE, FLORIDA 32205  
 PHONE (904) 786-6400 FAX (904) 786-1479  
 LICENSED BUSINESS No. 6888

|                    |                             |                 |
|--------------------|-----------------------------|-----------------|
| W.O. NO.: 04-036-A | DATE: 06/10/2019            | DRAFTED BY: DHB |
| CHECKED BY: RJJ    | CAD FILE: 18036 REVISED.DWG | FB 1089, PG 77  |

**PREPARED BY AND RETURN TO:**

**S. ALLISTER FISHER, ESQ.**

**RAYONIER INC.**

**1 RAYONIER WAY**

**WILDLIGHT, FL 32097**

**STATE OF FLORIDA  
COUNTY OF NASSAU**

**SPECIAL WARRANTY DEED**

(Florida Property)

**THIS SPECIAL WARRANTY DEED** is made this 12<sup>th</sup> day of September, 2019, from **WILDLIGHT LLC**, a Delaware limited liability company, duly authorized to do business in Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), to **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**W I T N E S S E T H:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that land and improvements thereon located in Nassau County, Florida as more particularly described at **EXHIBIT "A"** attached hereto and by reference made a part hereof (the "Property").

**TAX PARCEL ID#: 06-2N-27-0000-0001-0000**



**THIS CONVEYANCE IS SUBJECT TO** those matters referenced on **EXHIBIT “B”** attached hereto and by reference made a part hereof (“Permitted Exceptions”).

**TOGETHER WITH** all tenements, hereditaments and appurtenances, thereto belonging or in anywise appertaining.

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND GRANTOR** hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through and under Grantor for claims arising during the period of time of Grantor's ownership of the Property, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has caused this instrument to be executed on the day and year first above written.

**WILDLIGHT LLC**, a Delaware limited liability company

BY: Raydient LLC, a Delaware limited liability company, as its Managing Member

Signed and sealed in the Presence of:

*Crystal Cook* (Sign)  
Crystal Cook (Print)

*Jennie Shiver* (Sign)  
Jennie Shiver (Print)

By: Rayonier TRS Holdings Inc., a Delaware corporation, as its Managing Member

By: *Mark R. Bridwell*  
Mark R. Bridwell  
Its: Vice President

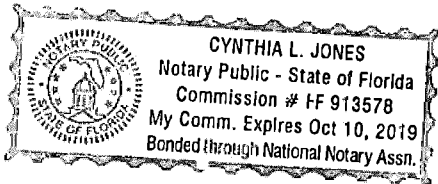
Attest: *Kyle M. Sawicki*  
Kyle M. Sawicki  
Its: Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me this 12<sup>th</sup> day of September, 2019, by Mark R. Bridwell, as Vice President and Kyle M. Sawicki, Assistant Secretary, of Rayonier TRS Holdings Inc., a Delaware corporation, as Managing Member of Raydient LLC, a Delaware limited liability company, as Managing Member of Wildlight LLC, a Delaware limited liability company, on behalf of the Company, and who are personally known to me.

*Cynthia L. Jones*

Print Name: Cynthia L. Jones  
Notary Public, State of Florida  
My Commission Expires: 10/10/2019  
Commission No.: FF 913578



**EXHIBIT "A"**

**"Legal Description of Property"  
(Lift Station)**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.56 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line. S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.

## **EXHIBIT "B"**

### **"Permitted Exceptions"**

- (a) Rights, if any, relating to the construction and maintenance in connection with any public utility of wires, poles, pipes, conduits and appurtenances thereto, on, under or across the Property;
- (b) Liens for real estate taxes for the current year and assessments;
- (c) Any current or future building or zoning ordinances or any other law or regulation (including environmental protection laws and regulations) of any governmental authority;
- (d) Any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
- (e) All current and previous reservations, exceptions and conveyances of record of oil, gas, associated hydrocarbons, minerals and mineral substances, and royalty and other minerals rights and interests of record;
- (f) All claims of governmental authorities in and to those portions of the Property that lie in the bed of any streams, creeks or waterways or other submerged lands or land now or formerly subject to the ebb and flow of tidal waters, or any claims of riparian rights;
- (g) Outstanding easements, encroachments, servitudes, rights-of-way, flowage rights, restrictions, licenses, leases, reservations, covenants, agreements, log sale agreements, timber cutting contracts, cemeteries, access rights and other rights in third parties of record or acquired through prescription, adverse possession or otherwise;
- (h) Any and all restrictions of use of the Property due to environmental protection laws, including, without limitation, endangered species and wetlands protection laws, rules, regulations and orders;
- (i) Any reservations set forth in this Special Warranty Deed;
- (j) Lack of access; and
- (k) All matters of public record.

Prepared by:  
**S. ALLISTER FISHER, ESQ.**  
**RAYONIER INC.**  
**1 RAYONIER WAY**  
**WILDLIGHT, FL 32097**

Return to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**QUIT CLAIM DEED**  
**(TIMBER, HUNTING, TOWERS and OTHER RIGHTS)**

**THIS QUIT CLAIM DEED** is made as of this 12<sup>th</sup> day of September, 2019, between **RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership authorized for and doing business within the State of Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 ("Grantor"), and **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("Grantee") (the words "Grantor" and "Grantee" to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby release, remise and quitclaim unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand in and to the following, as reserved by Grantor in that certain Quitclaim Deed recorded November 4, 2004, in Book 1271, Page 897, Official Records, Nassau County, Florida, re-recorded December 9, 2005, in Book 1372, Page 1572, said records, and extended in that certain Extension Agreement recorded October 5, 2007, in Book 1529, Page 229, said records, and any other rights with respect to the Property (together with all rights of access thereto for purposes of mining and extracting) as claimed by, through or on behalf of Grantor.

**ALL AND WHATSOEVER** right, title, interest, claim and demand in, to and upon the timber, forest and agricultural products, (together with all rights to sever, tap, harvest or use same, and the concomitant rights of access thereto and therefrom), all hunting rights and privileges, together with the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon;

**subject to the retention of such rights and privileges for the post-closing period of thirty (30) days following the date of this Deed to permit termination of existing hunt club license agreements by their terms at which time all hunting rights and privileges of Grantor shall cease**, any and all rights to any communication towers or sign/signage rights, including the right to license, lease, rent or otherwise assign and/or manage said rights, together with all income thereon, as such reservations may burden or encumber that specific tract of land, situate, lying and being in **Nassau County, Florida**, and more particularly described upon **EXHIBIT "A"** attached hereto and by reference made a part hereof ("Property").

**TO HAVE AND TO HOLD** the said described premises to Grantee, its successors and assigns forever, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim or demand any right or title to said premises or appurtenances for the above referenced rights.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed upon the date above written.

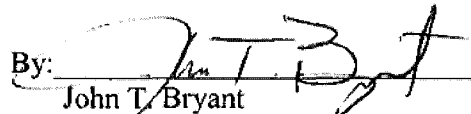
EXECUTED this 12<sup>th</sup> day of September, 2019.

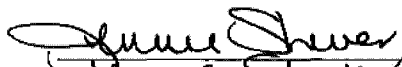
**RAYONIER FOREST RESOURCES, L.P.**, a Delaware limited partnership


By: Rayonier Timberlands Management, LLC,  
a Delaware limited liability company  
Its Managing General Partner,

Witnesses:

 (Sign)  
Crystal Cook (Print)

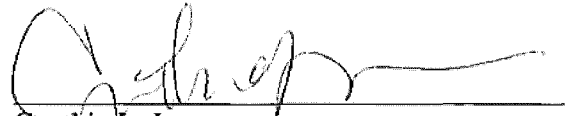
By:   
John T. Bryant  
Its: Director, Land Information Services

 (Sign)  
Jennie Shiver (Print)

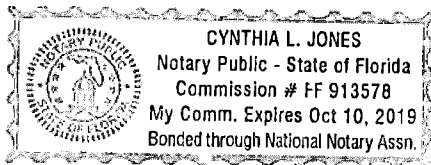
Attest:   
Kyle M. Sawicki  
Its: Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me this 12<sup>th</sup> day of September, 2019, by John T. Bryant, Director, Land Information Services, and Kyle M. Sawicki, Assistant Secretary, of Rayonier Timberlands Management, LLC, a Delaware limited liability company as the managing general partner of Rayonier Forest Resources, L.P., a Delaware limited partnership, on behalf of the company and who are personally known to me.



Cynthia L. Jones  
Notary Public, State of Florida  
My Commission Expires: 10/10/2019  
Commission No.: FF 913578



**EXHIBIT "A"**

**"Legal Description of Property"**  
**(Lift Station)**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.56 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line. S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.



Prepared by and Return to:  
**S. ALLISTER FISHER, ESQ.**  
**RAYONIER INC.**  
**1 RAYONIER WAY**  
**WILDLIGHT, FL 32097**

**STATE OF FLORIDA**  
**COUNTY OF NASSAU**

**QUIT CLAIM DEED**  
**(OIL, GAS and MINERAL RIGHTS)**

**THIS QUIT CLAIM DEED** is made as of this 13<sup>th</sup> day of September, 2019, between **RAYDIENT LLC DBA RAYDIENT PLACES + PROPERTIES LLC**, a Delaware limited liability company (f/k/a TerraPointe LLC, a Delaware limited liability company, prior to name change effective October 2, 2017) authorized for and doing business within the State of Florida, whose address is 1 Rayonier Way, Wildlight, Florida 32097 (“Grantor”), and **EAST NASSAU STEWARDSHIP DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 2017-206, Laws of Florida, whose address is % Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“Grantee”) (the words “Grantor” and “Grantee” to include any respective heirs, successors and assigns where the context requires or permits).

**WITNESSETH:**

**THAT GRANTOR**, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration, does hereby release, remise and quitclaim unto Grantee, its successors and assigns forever, all the right, title, interest, claim and demand which Grantor has in and to that certain real property described on **EXHIBIT “A”** attached hereto and by reference made a part hereof (hereinafter referred to as the “Property”), as reserved by Grantor in that certain Quitclaim Deed recorded August 27, 2010, in Book 1695, Page 1033, Official Records, Nassau County, Florida, and any other rights with respect to the Property (together with all rights of access thereto for purposes of mining and extracting) as claimed by, through or on behalf of Grantor.

**TO HAVE AND TO HOLD** the said described premises to Grantee, its successors and assigns forever, so that neither Grantor nor any person or persons claiming under Grantor shall at any time, by any means or ways, have claim or demand any right or title to said premises or appurtenances for the above referenced rights.

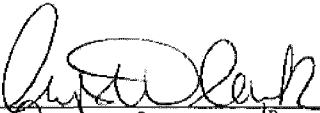
[SIGNATURES ON FOLLOWING PAGE]


**IN WITNESS WHEREOF**, Grantor has signed and sealed this deed upon the date above written.

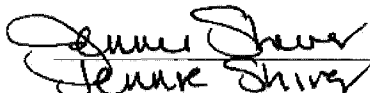
Signed and sealed in the  
Presence of:

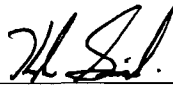
**RAYDIENT LLC DBA RAYDIENT PLACES  
+ PROPERTIES LLC**, a Delaware limited  
liability company

BY: Rayonier TRS Holding Inc., a  
Delaware corporation, its managing member

  
\_\_\_\_\_  
Crystal Cook (Print)

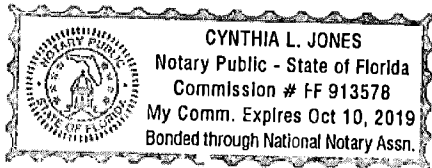
By:   
\_\_\_\_\_  
Mark R. Bridwell  
Its: Vice President

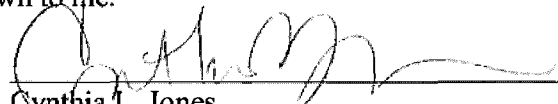
  
\_\_\_\_\_  
Jennie Shiver (Print)

Attest:   
\_\_\_\_\_  
Kyle M. Sawicki  
Its: Assistant Secretary

**STATE OF FLORIDA  
COUNTY OF NASSAU**

**THE FOREGOING INSTRUMENT** was acknowledged before me this 10<sup>th</sup> day of September, 2019, by Mark R. Bridwell as Vice President and Kyle M. Sawicki as Assistant Secretary of Rayonier TRS Holdings Inc., a Delaware corporation, the Managing Member of Raydient LLC dba Raydient Places + Properties LLC, a Delaware limited liability company, on behalf of the company, and who are personally known to me.



  
\_\_\_\_\_  
Cynthia L. Jones  
Notary Public, State of Florida  
My Commission Expires: 10/10/2019  
Commission No.: FF 913578

**EXHIBIT "A"**

**"Legal Description of Property"  
(Lift Station)**

A parcel of land, being a portion of the Heirs of E. Waterman Mill Grant, Section 44, Township 2 North, Range 27 East, Nassau County, Florida, and being more particularly described as follows:

Commence at the intersection of the Southerly Right of way line of State Road No. 200 (A1A) (184 foot Right of Way) with the Southwesterly Right of Way line of William Burgess Boulevard (100 foot Right of Way); thence on said Southwesterly Right of Way line for the next 3 courses, thence S 17°43'35" E, a distance of 230.08 feet to the beginning of a curve, concave Northeast, having a radius of 355.32 feet and a central angle of 53°47'12"; thence on the arc of said curve a distance of 333.56 feet said arc being subtended by a chord which bears S 44°37'11" E, a distance of 321.45 feet to the curves end; thence S 71°30'47" E, a distance of 55.47 feet to the Point of Beginning; thence continue on said Southwesterly Right of Way line. S 71°30'47" E, a distance of 40.00 feet; thence departing said Southwesterly Right of Way line, S 18°39'24" W, a distance of 48.11 feet; thence N 71°20'36" W, a distance of 40.00 feet; thence N 18°39'24" E, a distance of 47.99 feet to the Point of Beginning.

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**11**

**RESOLUTION 2020-04**

**A RESOLUTION OF THE GOVERNING BOARD OF THE EAST NASSAU STEWARDSHIP DISTRICT RELATING TO THE AMENDMENT OF THE ANNUAL BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, on August 16, 2018, the Governing Board (hereinafter referred to as the “Board”) of the East Nassau Stewardship District (hereinafter referred to as the “District”), adopted a Budget for Fiscal Year 2018/2019; and

**WHEREAS**, the Board desires to amend the previously adopted budget for Fiscal Year 2018/2019.

**NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE EAST NASSAU STEWARDSHIP DISTRICT:**

Section 1. The Fiscal Year 2018/2019 Budget is hereby amended in accordance with Exhibit “A” attached hereto; and

Section 2. This resolution shall become effective immediately upon its adoption, and shall be reflected in the monthly and Fiscal Year End September 30, 2019 Financial Statements and Audit Report of the District.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

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

**EXHIBIT "A"**

**EAST NASSAU STEWARDSHIP DISTRICT  
GENERAL FUND AMENDED BUDGET  
FISCAL YEAR 2019  
PREPARED OCTOBER 10, 2019**

**EAST NASSAU STEWARDSHIP DISTRICT  
GENERAL FUND AMENDED BUDGET  
FISCAL YEAR 2019  
PREPARED OCTOBER 10, 2019**

|  | FY '19<br>Actual<br>Through<br>8/31/2019 | Adopted<br>Budget | Budget to<br>Actual<br>Variance | Proposed<br>Amendment<br>Increase/<br>(Decrease) | FY '19<br>Final<br>Budget |
|--|--|-------------------|---------------------------------|--|---------------------------|
| <b>REVENUES</b>  |  |                   |                                 |  |                           |
| Assessment levy: on-roll - net                               | \$ 2,418                                 | \$ 2,391          | \$ (27)                         | \$ 27  | \$ 2,418                  |
| Assessment levy: off-roll                                    | 162,108                                  | 162,108           | -                               | -  | 162,108                   |
| Landowner contribution                                       | 150,432                                  | -                 | (150,432)                       | 222,617  | 222,617                   |
| Total revenues   | <u>314,958</u>                           | <u>164,499</u>    | <u>(150,459)</u>                | <u>222,644</u>                                   | <u>387,143</u>            |
| <b>EXPENDITURES</b>  |  |                   |                                 |  |                           |
| <b>Professional &amp; administrative</b>                     |  |                   |                                 |  |                           |
| District engineer  | 9,152                                    | 20,000            | 10,848                          | -  | 20,000                    |
| General counsel  | 175,535                                  | 50,000            | (125,535)                       | 172,617  | 222,617                   |
| District manager   | 44,000                                   | 48,000            | 4,000                           | -  | 48,000                    |
| Debt service fund accounting: master bonds                   | 6,667                                    | 7,500             | 833                             | -  | 7,500                     |
| Arbitrage rebate calculation                                 | -  | 750               | 750                             | -  | 750                       |
| Audit  | 3,100                                    | 6,500             | 3,400                           | (3,400)  | 3,100                     |
| Postage  | 652                                      | 1,000             | 348                             | -  | 1,000                     |
| Printing and binding   | 917                                      | 1,000             | 83                              | -  | 1,000                     |
| Insurance - GL, POL  | 10,710                                   | 12,000            | 1,290                           | (1,290)  | 10,710                    |
| Legal advertising  | 6,363                                    | 6,000             | (363)                           | 363  | 6,363                     |
| Miscellaneous- bank charges                                  | 1,507                                    | 950               | (557)                           | 557  | 1,507                     |
| Website  |  |                   |                                 |  |                           |
| Hosting & maintenance  | 635                                      | 750               | 115                             | (115)  | 635                       |
| ADA compliance   | 139                                      | 350               | 211                             | (211)  | 139                       |
| Dissemination agent  | 889                                      | 1,000             | 111                             | (111)  | 889                       |
| Annual district filing fee                                   | 175                                      | 175               | -                               | -  | 175                       |
| Trustee (related to master bonds)                            | -  | 8,500             | 8,500                           | (8,500)  | -                         |
| Contingency  | -  | -                 | -                               | 17,581   | 17,581                    |
| Total professional & administrative                          | <u>260,441</u>                           | <u>164,475</u>    | <u>(95,966)</u>                 | <u>177,491</u>                                   | <u>341,966</u>            |
| <b>Other fees &amp; charges</b>                              |  |                   |                                 |  |                           |
| Property appraiser   | -  | 12                | 12                              | -  | 12                        |
| Tax collector  | 48                                       | 12                | (36)                            | 36   | 48                        |
| Total other fees & charges                                   | <u>48</u>                                | <u>24</u>         | <u>(24)</u>                     | <u>36</u>  | <u>60</u>                 |
| Total expenditures   | <u>260,489</u>                           | <u>164,499</u>    | <u>(95,990)</u>                 | <u>177,527</u>                                   | <u>342,026</u>            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 54,469                                   | -                 | (54,469)                        | 45,117   | 45,117                    |
| Fund balances - beginning                                    | (44,917)                                 | (200)             | 44,717                          | (44,717)   | (44,917)                  |
| Fund balances - ending                                       | <u>\$ 9,552</u>                          | <u>\$ (200)</u>   | <u>\$ (9,752)</u>               | <u>\$ 400</u>                                    | <u>\$ 200</u>             |



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**12**

**EAST NASSAU STEWARDSHIP DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
AUGUST 31, 2019**

**EAST NASSAU STEWARDSHIP DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
AUGUST 31, 2019**

|   | General<br>Fund   | Special<br>Revenue<br>Fund | Debt<br>Service<br>Fund | Capital<br>Projects<br>Fund | Total<br>Governmental<br>Funds |
|---|-------------------|----------------------------|-------------------------|-----------------------------|--------------------------------|
| <b>ASSETS</b>   |                   |                            |                         |                             |                                |
| Cash  | \$ 200,521        | \$ -                       | \$ -                    | \$ -                        | \$ 200,521                     |
| Investments   |                   |                            |                         |                             |                                |
| Reserve   | -                 | -                          | 182,093                 | -                           | 182,093                        |
| Capitalize interest   | -                 | -                          | 140,730                 | -                           | 140,730                        |
| Construction  | -                 | -                          | -                       | 1,011,873                   | 1,011,873                      |
| Due from general fund   | -                 | 184,469                    | -                       | -                           | 184,469                        |
| Due from other  | -                 | 89                         | -                       | -                           | 89                             |
| Total assets  | <u>\$ 200,521</u> | <u>\$ 184,558</u>          | <u>\$ 322,823</u>       | <u>\$ 1,011,873</u>         | <u>\$ 1,719,775</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                   |                            |                         |                             |                                |
| Liabilities:  |                   |                            |                         |                             |                                |
| Due to special revenue fund   | \$ 184,469        | \$ -                       | \$ -                    | \$ -                        | \$ 184,469                     |
| Landowner advance   | 6,500             | -                          | -                       | -                           | 6,500                          |
| Total liabilities   | <u>190,969</u>    | <u>-</u>                   | <u>-</u>                | <u>-</u>                    | <u>190,969</u>                 |
| Fund balances:  |                   |                            |                         |                             |                                |
| Restricted for:   |                   |                            |                         |                             |                                |
| Debt service  | -                 | -                          | 322,823                 | -                           | 322,823                        |
| Capital projects  | -                 | -                          | -                       | 1,011,873                   | 1,011,873                      |
| Unassigned  | 9,552             | 184,558                    | -                       | -                           | 194,110                        |
| Total fund balances   | <u>9,552</u>      | <u>184,558</u>             | <u>322,823</u>          | <u>1,011,873</u>            | <u>1,528,806</u>               |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 200,521</u> | <u>\$ 184,558</u>          | <u>\$ 322,823</u>       | <u>\$ 1,011,873</u>         | <u>\$ 1,719,775</u>            |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED AUGUST 31, 2019**

|  | Current<br>Month | Year to<br>Date | Budget          | % of<br>Budget |
|--|------------------|-----------------|-----------------|----------------|
| <b>REVENUES</b>  |                  |                 |                 |                |
| Assessment levy: on-roll - net                               | \$ -             | \$ 2,418        | \$ 2,391        | 101%           |
| Assessment levy: off-roll                                    | -                | 162,108         | 162,108         | 100%           |
| Landowner contribution                                       | 44,318           | 150,432         | -               | N/A            |
| Total revenues   | <u>44,318</u>    | <u>314,958</u>  | <u>164,499</u>  | 191%           |
| <b>EXPENDITURES</b>  |                  |                 |                 |                |
| <b>Professional &amp; administrative</b>                     |                  |                 |                 |                |
| District engineer  | 1,346            | 9,152           | 20,000          | 46%            |
| General counsel  | 27,208           | 175,535         | 50,000          | 351%           |
| District manager   | 4,000            | 44,000          | 48,000          | 92%            |
| Debt service fund accounting: master bonds                   | 833              | 6,667           | 7,500           | 89%            |
| Arbitrage rebate calculation                                 | -                | -               | 750             | 0%             |
| Audit  | -                | 3,100           | 6,500           | 48%            |
| Postage  | 59               | 652             | 1,000           | 65%            |
| Printing and binding   | 83               | 917             | 1,000           | 92%            |
| Insurance - GL, POL  | -                | 10,710          | 12,000          | 89%            |
| Legal advertising  | 239              | 6,363           | 6,000           | 106%           |
| Miscellaneous- bank charges                                  | 1,171            | 1,507           | 950             | 159%           |
| Website  |                  |                 |                 |                |
| Hosting & maintenance  | -                | 635             | 750             | 85%            |
| ADA compliance   | -                | 139             | 350             | 40%            |
| Dissemination agent  | 111              | 889             | 1,000           | 89%            |
| Annual district filing fee                                   | -                | 175             | 175             | 100%           |
| Trustee (related to master bonds)                            | -                | -               | 8,500           | 0%             |
| Total professional & administrative                          | <u>35,050</u>    | <u>260,441</u>  | <u>164,475</u>  | 158%           |
| <b>Other fees &amp; charges</b>                              |                  |                 |                 |                |
| Property appraiser   | -                | -               | 12              | 0%             |
| Tax collector  | -                | 48              | 12              | 400%           |
| Total other fees & charges                                   | <u>-</u>         | <u>48</u>       | <u>24</u>       | 200%           |
| Total expenditures   | <u>35,050</u>    | <u>260,489</u>  | <u>164,499</u>  | 158%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 9,268            | 54,469          | -               |                |
| Fund balances - beginning                                    | 284              | (44,917)        | (200)           |                |
| Fund balances - ending                                       | <u>\$ 9,552</u>  | <u>\$ 9,552</u> | <u>\$ (200)</u> |                |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
SPECIAL REVENUE FUND  
FOR THE PERIOD ENDED AUGUST 31, 2019**

|  | Current<br>Month  | Year to<br>Date   | Budget         | % of<br>Budget |
|--|-------------------|-------------------|----------------|----------------|
| <b>REVENUES</b>  |                   |                   |                |                |
| Assessment levy: on-roll - net                               | \$ -              | \$ 52,410         | \$ 51,876      | 101%           |
| Assessment levy: off-roll                                    | -                 | 157,652           | 157,652        | 100%           |
| Total revenues   | <u>-</u>          | <u>210,062</u>    | <u>209,528</u> | 100%           |
| <b>EXPENDITURES</b>  |                   |                   |                |                |
| <b>Field operations</b>                                      |                   |                   |                |                |
| Field operations   | -                 | -                 | 9,000          | 0%             |
| Administration and accounting                                | -                 | -                 | 2,500          | 0%             |
| Wetland and conservation maintenance                         | -                 | -                 | 5,250          | 0%             |
| Landscape  | -                 | 24,456            | 92,422         | 26%            |
| Lake maintenance   | -                 | -                 | 5,784          | 0%             |
| Pest control   | -                 | -                 | 3,000          | 0%             |
| Street cleaning  | -                 | -                 | 9,000          | 0%             |
| Street light lease   | -                 | -                 | 17,550         | 0%             |
| Repairs & maintenance  | -                 | -                 | 13,676         | 0%             |
| Electricity  | -                 | -                 | 4,248          | 0%             |
| Irrigation (potable)   | -                 | -                 | 27,694         | 0%             |
| Landscape replacement  | -                 | -                 | 9,242          | 0%             |
| Parts & supplies   | -                 | -                 | 3,000          | 0%             |
| Insurance  | -                 | -                 | 5,000          | 0%             |
| Total expenditures   | <u>-</u>          | <u>24,456</u>     | <u>207,366</u> | 12%            |
| <b>Other fees &amp; charges</b>                              |                   |                   |                |                |
| Property appraiser   | -                 | -                 | 1,081          | 0%             |
| Tax collector  | -                 | 1,048             | 1,081          | 97%            |
| Total other fees & charges                                   | <u>-</u>          | <u>1,048</u>      | <u>2,162</u>   | 48%            |
| Total expenditures   | <u>-</u>          | <u>25,504</u>     | <u>209,528</u> | 12%            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                 | 184,558           | -              |                |
| Fund balances - beginning                                    | 184,558           | -                 | -              |                |
| Fund balances - ending                                       | <u>\$ 184,558</u> | <u>\$ 184,558</u> | <u>\$ -</u>    |                |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED AUGUST 31, 2019**

|  | Current<br>Month | Year To<br>Date |
|--|------------------|-----------------|
| <b>REVENUES</b>  |                  |                 |
| Interest   | \$ 540           | \$ 4,942        |
| Total revenues   | 540              | 4,942           |
| <b>EXPENDITURES</b>  |                  |                 |
| <b>Debt service</b>  |                  |                 |
| Interest   | -                | 105,915         |
| Cost of issuance   | -                | 227,205         |
| Underwriter's discount                                       | -                | 109,200         |
| Total debt service   | -                | 442,320         |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 540              | (437,378)       |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                 |
| Transfers in   | -                | 49,411          |
| Transfers out  | -                | (2,865)         |
| Bond proceeds  | -                | 763,066         |
| Total other financing sources                                | -                | 809,612         |
| Net change in fund balances                                  | 540              | 372,234         |
| Fund balances - beginning                                    | 322,283          | (49,411)        |
| Fund balances - ending                                       | \$ 322,823       | \$ 322,823      |

**EAST NASSAU STEWARDSHIP DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED AUGUST 31, 2019**

|  | Current<br>Month | Year To<br>Date |
|--|------------------|-----------------|
| <b>REVENUES</b>  |                  |                 |
| Interest   | \$ 1,692         | \$ 42,410       |
| Total revenues   | 1,692            | 42,410          |
| <br><b>EXPENDITURES</b>  |                  |                 |
| Capital outlay   | 690              | 3,669,166       |
| Total expenditures   | 690              | 3,669,166       |
| <br>Excess/(deficiency) of revenues<br>over/(under) expenditures | 1,002            | (3,626,756)     |
| <br><b>OTHER FINANCING SOURCES/(USES)</b>                        |                  |                 |
| Bond proceeds  | -                | 4,696,934       |
| Transfers in   | -                | 2,865           |
| Transfers out  | -                | (49,411)        |
| Total other financing sources/(uses)                             | -                | 4,650,388       |
| <br>Net change in fund balances                                  | 1,002            | 1,023,632       |
| Fund balances - beginning  | 1,010,871        | (11,759)        |
| Fund balances - ending   | \$ 1,011,873     | \$ 1,011,873    |

**EAST NASSAU  
STEWARDSHIP DISTRICT**

**13**



**DRAFT**

**MINUTES OF MEETING  
EAST NASSAU STEWARDSHIP DISTRICT**

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The Board of Supervisors of the East Nassau Stewardship District held multiple Public Hearings and a Regular Meeting on August 15, 2019, at 10:00 a.m., in the Nassau Room (T0126), Building T, at Florida State College, Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097.

**Present at the meeting were:**

|                            |                     |
|----------------------------|---------------------|
| Mike Hahaj (via telephone) | Chair               |
| Dan Roach                  | Vice Chair          |
| Bob Rhodes                 | Assistant Secretary |
| Max Hord                   | Assistant Secretary |
| Rob Fancher                | Assistant Secretary |

**Also present were:**

|                                  |                   |
|----------------------------------|-------------------|
| Craig Wrathell                   | District Manager  |
| Jonathan Johnson (via telephone) | District Counsel  |
| Zach Brecht                      | District Engineer |
| Amy Norsworthy                   | CCMC              |
| John Stack                       | Public            |

**FIRST ORDER OF BUSINESS**

**Call to Order**

Mr. Wrathell called the meeting to order at 10:03 a.m.

**SECOND ORDER OF BUSINESS**

**Roll Call**

Supervisors Roach, Fancher, Hord and Rhodes were present, in person. Supervisor Hahaj was attending via telephone.

**THIRD ORDER OF BUSINESS**

**Chairman's Opening Remarks**

Mr. Hahaj appreciated everybody's attendance and allowing him to attend via telephone.

**FOURTH ORDER OF BUSINESS**

**Public Comments (*limited to 3 minutes per person*)**

42 There were no public comments.

43

44 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2019-08, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2019/2020 and Providing for an Effective Date**

51 This item was presented following the Sixth Order of Business.

52

53 **SIXTH ORDER OF BUSINESS**

**Public Hearing on Adoption of Fiscal Year 2019/2020 Budget**

54

56 **A. Proof/Affidavit of Publication**

57 The proof of publication was included for informational purposes.

58 **B. Consideration of Resolution 2019-09, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2019, and Ending September 30, 2020; Authorizing Budget Amendments; and Providing an Effective Date**

62 Mr. Wrathell stated Resolution 2019-09 would be revised so the appropriation figures coincide with the Fiscal Year 2020 budget, which would be adopted today. Subsequent to the last meeting, changes were made in the Special Revenue Fund Budget in which the “Field operations” line item increased and the “Landscape” line item was reduced to offset that increase and keep the budget total unchanged. Building a three month operating reserve was recommended to cover expenses until receipt of assessment revenues from the Tax Collector.

68 Mr. Rhodes asked what “Wetland and conservation maintenance” work was being performed. Ms. Norsworthy stated, at the moment, it was minimal work, such as cleaning around the perimeters; she was waiting for the Developer to submit a complete Maintenance Plan for the wetlands. Mr. Hahaj stated a Conservation Habitat Network plan (CHN) was being created, which outlines St. Johns’ permits, CHN easements, etc., and protocol for the District to follow in managing these areas; this would be presented before the end of the year.

74 Mr. Wrathell stated, in relation to operations and because the District and HOA share irrigation meters, Ms. Norsworthy, an employee of CCMC, the Property Manager for the Associations, was working with Mr. Brecht and Staff to calculate a ratio of estimated water

77 usage and an Agreement so that the District can reimburse the HOA for the costs; she would  
78 present a proposal to engage CCMC as the District’s Operations Manager.

79 The following changes were made to Resolution 2019-09:

80 Page 2, “General Revenue Fund”: Change “\$254,561” to “\$254,400”

81 Page 2, “Special Revenue Funds”: Change “\$250,321” to “\$245,011”

82 Page 2, “Debt Service Funds”: Change “\$365,334” to “\$364,165”

83 Page 2, “Total All Funds”: Change “\$870,216” to “\$863,576”

84 Page 2: Change “Total All Funds” to “Total All Funds\*” and add footnote “Includes 4%  
85 discount.”

86 The followings changes were made to the Fiscal Year 2020 budget:

87 Page 4, “Actual through 03/01/2019” column: Change “3/01/2019” to 3/31/2019”

88 Pages 9 through 12 “FY 2020 O&M” column: Change “FY 2020 O&M” to “FY 2020  
89 Admin”

90 Pages 9 through 12: Insert footnote “Includes 4% discount.”

91

92 **On MOTION by Mr. Rhodes and seconded by Mr. Hord, with all in favor, the**  
93 **Public Hearing was opened.**

94

95

96 No members of the public spoke.

97

98 **On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor, the**  
99 **Public Hearing was closed.**

100

101

102 **On MOTION by Mr. Rhodes and seconded by Mr. Hord, with all in favor,**  
103 **Resolution 2019-09, as amended, Relating to the Annual Appropriations and**  
104 **Adopting the Budget for the Fiscal Year Beginning October 1, 2019, and Ending**  
105 **September 30, 2020, as amended; Authorizing Budget Amendments; and**  
106 **Providing an Effective Date, was adopted.**

107

108

- 109 **▪ Consideration of Resolution 2019-08, Designating Dates, Times and Locations for**  
110 **Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2019/2020**  
111 **and Providing for an Effective Date**

112 **This item, previously the Fifth Order of Business, was presented out of order.**

113 Mr. Wrathell presented Resolution 2019-08.

114

115 **On MOTION by Mr. Roach and seconded by Mr. Fancher, with all in favor,**  
116 **Resolution 2019-08, Designating Dates, Times and Locations for Regular**  
117 **Meetings of the Board of Supervisors of the District for Fiscal Year 2019/2020**  
118 **and Providing for an Effective Date, was adopted.**

119

120

121 **SEVENTH ORDER OF BUSINESS**

**Public Hearing to Hear Comments and**  
**Objections on the Imposition of**  
**Maintenance and Operation Assessments**  
**to Fund the Budget for Fiscal Year**  
**2019/2020, Pursuant to Florida Law**

122

123

124

125

126

127 **A. Proof/Affidavit of Publication**

The proof of publication was included for informational purposes.

129 **B. Mailed Notice(s) to Property Owner(s)**

A copy of the Mailed Notice was included for informational purposes.

131 **C. Consideration of Resolution 2019-10, Making a Determination of Benefit and Imposing**  
132 **Special Assessments for Fiscal Year 2019/2020; Providing for the Collection and**  
133 **Enforcement of Special Assessments; Including But Not Limited to Penalties and**  
134 **Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the**  
135 **Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

136

137 **On MOTION by Mr. Rhodes and seconded by Mr. Roach, with all in favor, the**  
138 **Public Hearing was opened.**

139

140

141 No members of the public spoke.

142

143 **On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor, the**  
144 **Public Hearing was closed.**

145

146

147 In response to a request, future Mailed Notices and associated exhibits would define  
148 "GF" as "General Fund" and "SRF" as "Special Revenue Fund #1"

149

150 On MOTION by Mr. Rhodes and seconded by Mr. Hord, with all in favor,  
151 Resolution 2019-10, Making a Determination of Benefit and Imposing Special  
152 Assessments for Fiscal Year 2019/2020; Providing for the Collection and  
153 Enforcement of Special Assessments; Including But Not Limited to Penalties  
154 and Interest Thereon; Certifying an Assessment Roll; Providing for  
155 Amendments to the Assessment Roll; Providing a Severability Clause; and  
156 Providing an Effective Date, was adopted.

157  
158  
159 **EIGHTH ORDER OF BUSINESS**

**Discussion: Street Lighting**

160  
161 Mr. Hahaj stated the purpose of this item was to discuss conveyance and whether a new  
162 lease with FPL must be executed for the street lights along the roadways and other areas within  
163 Wildlight Phase 1. Ms. Norsworthy stated the entities that the streetlights would be conveyed  
164 to were defined; legal was working with FPL to split them to execute new leases.

165  
166 **NINTH ORDER OF BUSINESS**

**Discussion: Trail System**

167  
168 Mr. Hahaj stated Ms. Sarah Warren indicated that the Developer was looking into  
169 implementing a trail system within the boundaries of the District and extending outside the  
170 boundary of Wildlight Phase 1, but in the Central Planning Area of the Detailed Specific Area  
171 Plans (DSAP), for resident and public use. Further discussions were necessary to determine the  
172 most efficient and flexible way to get it operational and to the District, knowing the trails would  
173 change as the area is developed. Other Stewardship Districts were being researched to look at  
174 precedent as to how this was accomplished.

175 Mr. Johnson stated that the District must ensure it stays within the confines of the  
176 Special Act, as it looks towards implementing the trial systems. Mr. Hahaj stated the Developer  
177 would like to have the trail systems operational by year end, if possible.

178  
179 **TENTH ORDER OF BUSINESS**

**Discussion: Conveyance of Lift Station  
Located Along William Burgess and South  
of SR200/A1A**

180  
181  
182  
183 Mr. Wrathell stated the next two agenda items were related to conveying assets over to  
184 the District and, since these improvements were in the Engineer's Report, it was not necessary  
185 to bring them before the Board; however, he would continue to provide updates when the  
186 improvements are conveyed. Mr. Johnson concurred and stated that, since the Board already

187 approved the Acquisition Agreement and as long as the improvements are within the  
188 parameters of the approval, it was not necessary to present each to the Board.

189 Mr. Hahaj stated that the two conveyances were within the context of the Engineer’s  
190 Report. He discussed the surrounding projects that were nearing completion. In response to  
191 the invitation from Nassau County Commissioner Justin Taylor to meet with representatives of  
192 the Developer and the District on August 27<sup>th</sup> to discuss “all issues”, a preparation meeting with  
193 Mr. Gary Hunter was scheduled. Mr. Johnson stated that the Commissioner’s meeting would  
194 be in lieu of the County proceeding with the Motion to Dismiss that was filed in the litigation;  
195 the County postponed consideration of their Motion pending this meeting.

196

**ELEVENTH ORDER OF BUSINESS**

**Discussion: Conveyance of Stormwater  
Pond Located South of Curiosity Avenue  
near Wildlight Elementary School**

197  
198  
199  
200

201 This item was presented in conjunction with the Tenth Order of Business.

202

**TWELFTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of June 30, 2019**

203  
204  
205  
206

207 Mr. Wrathell presented the Unaudited Financial Statements as of June 30, 2019.

208

**On MOTION by Mr. Fancher and seconded by Mr. Hord, with all in favor, the  
Unaudited Financial Statements as of June 30, 2019, were accepted.**

209  
210  
211

**THIRTEENTH ORDER OF BUSINESS**

**Approval of June 20, 2019 Regular Meeting  
Minutes**

212  
213  
214  
215

216 Mr. Wrathell presented the June 20, 2019 Regular Meeting Minutes.

217

**On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor, the  
June 20, 2019 Regular Meeting Minutes, as presented, were approved.**

218  
219  
220

**FOURTEENTH ORDER OF BUSINESS**

**Staff Reports**

221  
222  
223

**A. District Counsel: *Hopping Green & Sam, P.A.***

224 Mr. Johnson stated he would present revised versions of the District’s Policies and Rules  
 225 of Procedure at the next meeting; the changes were based on statutory changes from the last  
 226 legislative session. Mr. Wrathell commended Hopping Green & Sams, P.A. (HG&S) for helping  
 227 structure the verbiage of Amendment 12, in a way that does not cause problems for special  
 228 districts. Mr. Johnson stated the changes adopted by the Commission on Ethics revised the  
 229 intent language that helps Districts; HG&S continues to work on the next phase of  
 230 implementation of the Rule and legislation that would be considered next year as mandated.  
 231 Mr. Wrathell stated the verbiage of concern was related to Board Members receiving  
 232 disproportionate benefits as an employee of the Landowner, Developer or the entity itself.

233 **B. District Engineer: *England-Thims & Miller, Inc.***

234 There being no report, the next item followed.

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

- 236 • **NEXT MEETING DATE: September 19, 2019 at 10:00 A.M.**

237 The next meeting would be held on September 19, 2019 at 10:00 a.m.; if not cancelled.  
 238

239 **FIFTEENTH ORDER OF BUSINESS**

**Board Members’ Comments/Requests**

240  
 241 There being no Board Members’ comments or requests, the next item followed.  
 242

243 **SIXTEENTH ORDER OF BUSINESS**

**Public Comments**

244  
 245 Mr. John Stack, a resident at 67128 Greg Dyal Court, Yulee, Florida, stated that his  
 246 comments were personal and not as one holding a Board seat on Nassau County’s Chamber of  
 247 Commerce or the County’s Planning and Zoning Division. He stated that the Board of the  
 248 Planning and Zoning division intends to work with Staff over the next six months to review and  
 249 rewrite the County’s Development procedures and suggested seeing if a Wildlight resident was  
 250 interested in getting involved and being appointed to the County Planning and Zoning Board.  
 251

252 **SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

253  
 254 There being nothing further to discuss, the meeting adjourned.  
 255

256 **On MOTION by Mr. Roach and seconded by Mr. Rhodes, with all in favor, the**  
 257 **meeting adjourned at 11:10 a.m.**

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Secretary/Assistant Secretary

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Chair/Vice Chair



**EAST NASSAU  
STEWARDSHIP DISTRICT**

**14C**

**EAST NASSAU STEWARDSHIP DISTRICT**

**BOARD OF SUPERVISORS FISCAL YEAR 2019/2020 MEETING SCHEDULE**

**LOCATION**

*Nassau Center, 76346 William Burgess Boulevard, Yulee, Florida 32097*

| <b>DATE</b>        | <b>POTENTIAL DISCUSSION/FOCUS</b> | <b>TIME</b> |
|--------------------|-----------------------------------|-------------|
| October 17, 2019   | Regular Meeting                   | 10:00 AM    |
| November 21, 2019  | Regular Meeting                   | 10:00 AM    |
| December 19, 2019  | Regular Meeting                   | 10:00 AM    |
| January 16, 2020   | Regular Meeting                   | 10:00 AM    |
| February 20, 2020  | Regular Meeting                   | 10:00 AM    |
| March 19, 2020     | Regular Meeting                   | 10:00 AM    |
| April 16, 2020     | Regular Meeting                   | 10:00 AM    |
| May 21, 2020       | Regular Meeting                   | 10:00 AM    |
| June 18, 2020      | Regular Meeting                   | 10:00 AM    |
| July 16, 2020      | Regular Meeting                   | 10:00 AM    |
| August 20, 2020    | Public Hearing & Regular Meeting  | 10:00 AM    |
| September 17, 2020 | Regular Meeting                   | 10:00 AM    |