

*Cypress Bluff  
Community Development District*

*September 25, 2018*

# *Cypress Bluff*

## *Community Development District*

*475 West Town Place, Suite 114, St. Augustine, Florida 32092*

*Phone: 904-940-5850 - Fax: 904-940-5899*

September 20, 2018

Board of Supervisors  
Cypress Bluff  
Community Development District

Dear Board Members:

The Cypress Bluff Community Development District Organizational Meeting is scheduled for **Tuesday, September 25, 2018 at 1:00 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida.** Following is the advance agenda for the meeting:

### **Audit Committee Meeting**

- I. Call to Order
- II. Selection of Auditor Evaluation Criteria
- III. Other Business
- IV. Adjournment

### **Board of Supervisors Meeting**

- I. Call to Order
- II. Public Comment
- III. Affidavits of Publication
- IV. Organizational Matters
  - A. Oath of Office for Newly Elected Supervisors
  - B. Consideration of Resolution 2018-32, Canvassing and Certifying the Results of the Landowners Election
  - C. Consideration of Resolution 2018-33, Electing and Designating the Officers of the District
- V. Approval of Minutes
  - A. August 1, 2018 Continued Meeting
  - B. August 20, 2018 Meeting
- VI. Public Hearings
  - A. Public Hearing on the Imposition of Special Assessments
    - 1. Consideration of Resolution 2018-34, Imposing and Levying Special Assessments
  - B. Public Hearing to Consider Resolution 2018-35, Expressing the District's Intent to Utilize the Uniform Method of Collection
  - C. Public Hearing to Consider Resolution 2018-36, Relating to Annual Appropriations and Adopting the Budget for Fiscal Year 2018

- D. Public Hearing to Consider Resolution 2018-37, Adopting the Rules of Procedure
- VII. Acceptance of the Audit Committee's Recommendation and Authorizing Staff to Issue an RFP
- VIII. Consideration of Agreements for Engineering and Architectural Services
- IX. Consideration of Proposal from VGlobalTech for ADA Website Accessibility
- X. Staff Reports
  - A. District Counsel
  - B. District Engineer – Consideration of Work Authorization No. 3
  - C. District Manager
- XI. Supervisor's Requests and Audience Comments
- XII. Next Scheduled Meeting – October 23, 2018 at 1:30 p.m. at the Duval County Southeast Regional Library
- XIII. Adjournment

Just prior to the Board of Supervisors meeting the Audit Committee will convene to select auditor evaluation criteria to be used in an RFP for audit services.

Enclosed under the third order of business are the affidavits of publication.

Enclosed under the fourth order of business are resolutions 2018-32, canvassing and certifying the results of the landowners' election and 2018-33, designating officers of the district.

Enclosed for your review and approval under the fifth order of business are the minutes of the August 1<sup>st</sup> and August 20<sup>th</sup> meetings.

The sixth order of business are the public hearings to impose and levy special assessments, express the District's intent to utilize the uniform method, adopt the FY18 budget, and adopt the rules of procedure. Resolutions to finalize these public hearings are enclosed for your review and approval.

Enclosed under the seventh order of business is the propose audit evaluation criteria.

The eighth order of business is consideration of agreements for engineering and architectural services. Copies of the agreements will be provided under separate cover.

The ninth order of business is consideration of proposal from VGlobalTech for ADA website accessibility. A copy of the proposal is enclosed for your review and approval.

The rest of the agenda is general in nature. Staff will present their reports at the meeting.

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (904) 940-5850.

Sincerely,

*James Perry*

James Perry

District Manager  
Cypress Bluff Community  
Development District



## *AGENDA*

***Cypress Bluff  
Community Development District  
Agenda***

Tuesday  
September 25, 2018  
1:00 p.m.

Duval County Southeast Regional Library  
10599 Deerwood Park Boulevard  
Jacksonville, Florida 32256  
**Call In # 1-888-850-4523 Code 322827**

**Audit Committee Meeting**

- I. Call to Order
- II. Selection of Auditor Evaluation Criteria
- III. Other Business
- IV. Adjournment

**Board of Supervisors Meeting**

- I. Call to Order
- II. Public Comment
- III. Affidavits of Publication
- IV. Organizational Matters
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  - B. District Engineer – Consideration of Work Authorization No. 3
  - C. District Manager
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- XII. Next Scheduled Meeting – October 23, 2018 at 1:30 p.m. at the Duval County Southeast Regional Library
- XIII. Adjournment

### *THIRD ORDER OF BUSINESS*

# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearings and Meeting

**See  
Attached  
(Page 1 of 2)**

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 28, 2018 September 4, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 4th day of September, 2018 A.D. by Rhonda Fisher who is personally known to me.

Seal

Notary Public, State of Florida



# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Public Hearing, etc.

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 31, 2018 September 7, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 7th day of September, 2018 A.D. by Rhonda Fisher who is personally known to me.

Seal

Notary Public, State of Florida

# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Landowners' Meeting, etc.

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 31, 2018 September 7, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 7th day of  
September, 2018 A.D. by Rhonda Fisher who is personally  
known to me.

Seal

Notary Public, State of Florida



# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of the District's Intent to Use the Uniform Method of Collection of Non-Ad Valorem Special Assessments

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 28, 2018 September 4,11,18, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and floridapublicnotices.com on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 18th day of September, 2018 A.D. by Rhonda Fisher who is personally known to me.

Seal

Notary Public, State of Florida

# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Rule Development

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 23, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and [floridapublicnotices.com](http://floridapublicnotices.com) on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 23rd day of August, 2018 A.D. by Rhonda Fisher who is personally known to me.

Seal

Notary Public, State of Florida

# PROOF OF PUBLICATION

(Published daily except Saturday, Sunday and legal holidays)  
Jacksonville, Duval County, Florida

STATE OF FLORIDA, }  
COUNTY OF DUVAL, } S.S.

Before the undersigned authority personally appeared Rhonda Fisher, who on oath says that she is the Publisher's Representative of JACKSONVILLE DAILY RECORD, a daily (except Saturday, Sunday and legal holidays) newspaper published at Jacksonville, in Duval County, Florida; that the attached copy of advertisement, being a Notice of Rulemaking Regarding the Rules of Procedure

in the matter of Cypress Bluff Community Development District

in the Court of Duval County, Florida, was published in said newspaper in the issues of August 24, 2018

Affiant further says that the said JACKSONVILLE DAILY RECORD is a newspaper at Jacksonville, in said Duval County, Florida, and that the said newspaper has heretofore been continuously published in said Duval County, Florida, each day (except Saturday, Sunday and legal holidays) and has been entered as periodicals matter at the post office in Jacksonville, in said Duval County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

\*This notice was placed on the newspaper's website and [floridapublicnotices.com](http://floridapublicnotices.com) on the same day the notice appeared in the newspaper.

Rhonda Fisher

Sworn to and subscribed before me this 24th day of August, 2018 A.D. by Rhonda Fisher who is personally known to me.

Seal

Notary Public, State of Florida

## *FOURTH ORDER OF BUSINESS*

*B.*

**RESOLUTION 2018-32**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT CANVASSING AND CERTIFYING THE RESULTS OF THE LANDOWNERS ELECTION OF SUPERVISORS HELD PURSUANT TO SECTION 190.006(2), *FLORIDA STATUTES*, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Cypress Bluff Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Duval County, Florida; and

**WHEREAS**, pursuant to Section 190.006(2), *Florida Statutes*, a landowners meeting is required to be held within 90 days of the District’s creation and every two years following the creation of the District for the purpose of electing supervisors of the District; and

**WHEREAS**, such landowners meeting was held on September 28, 2018, and at which the below recited persons were duly elected by virtue of the votes cast in his/her favor; and

**WHEREAS**, the Board of Supervisors of the District, by means of this Resolution, desire to canvas the votes and declare and certify the results of said election.

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

1. **ELECTION RESULTS.** The following persons are found, certified, and declared to have been duly elected as Supervisors of and for the District, having been elected by the votes cast in their favor as shown:

_____	Seat 1	Votes _____
_____	Seat 2	Votes _____
_____	Seat 3	Votes _____
_____	Seat 4	Votes _____
_____	Seat 5	Votes _____

2. **TERMS.** In accordance with Section 190.006(2), *Florida Statutes*, and by virtue of the number of votes cast for the Supervisors, the above-named persons are declared to have been elected for the following terms of office:

_____	4 Year Term
_____	4 Year Term
_____	2 Year Term
_____	2 Year Term
_____	2 Year Term

3. **EFFECTIVE DATE.** This resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2018.**

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

Attest:

Secretary/Assistant Secretary

Chair/Vice Chair

*C.*



**RESOLUTION 2018-33**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
CYPRESS BLUFF COMMUNITY DEVELOPMENT  
DISTRICT DESIGNATING THE OFFICERS OF THE  
DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Cypress Bluff Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within the City of Jacksonville, Duval County, Florida; and

**WHEREAS**, the Board of Supervisors of the District desires to designate the Officers of the District.

**NOW, THEREFORE**, be it resolved by the Board of Supervisors of Cypress Bluff Community Development District:

**SECTION 1.** \_\_\_\_\_ is appointed Chairman.

**SECTION 2.** \_\_\_\_\_ is appointed Vice Chairman.

**SECTION 3.** James Perry is appointed Secretary and Treasurer.

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

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

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

James Oliver is appointed Assistant Treasurer.

Ernesto Torres is appointed Assistant Secretary.

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

**PASSED AND ADOPTED THIS 28<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

**ATTEST**

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

## *FIFTH ORDER OF BUSINESS*

*A.*

MINUTES OF MEETING  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

The July 11, 2018 organizational meeting of the Board of Supervisors of the Cypress Bluff Community Development District was continued to Wednesday, August 1, 2018 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256.

Present and constituting a quorum were:

Richard Ray	Chairman
John Holmes	Vice Chairman
John Hewins	Supervisor

Also present were:

Jim Perry	District Manager
Katie Buchanan	District Counsel
Brad Weeber	Interim Engineer
David Ray	GMS
Joe Muhl	Parc Group

**FIRST ORDER OF BUSINESS**

**Roll Call**

Mr. Perry called the meeting to order at 1:30 p.m.

**SECOND ORDER OF BUSINESS**

**Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**

**Consideration of Administrative Resolutions**

**A. Ratification of Resolution 2018-02, Appointing District Manager**

**1. District Management Agreement**

Mr. Perry stated we've reviewed this with the Chair.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor Resolution 2018-02 appointing GMS as District Manager and the District Management Agreement were ratified.

**B. Designate Local District Records Office, Resolution 2018-05**

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor Resolution 2018-05 designating the offices of England-Thims & Miller as the local records location was approved.

**FOURTH ORDER OF BUSINESS**

**Designation of Meeting and Hearing Dates  
Resolutions**

**A. Designate Regular Meeting Dates, Time and Location, Resolution 2018-15**

Mr. Perry stated we've already set the original meeting as September 25, 2018 at 1:00 p.m. We'd also ask to consider having a meeting on August 20<sup>th</sup> at 1:30 at this location.

Mr. Ray stated that's good. We shouldn't have a problem getting quorum.

On MOTION by Mr. Hewins seconded by Mr. Holmes with all in favor Resolution 2018-15 was approved.

**B. Consideration of Resolution 2018-17, Approving the Proposed Budget for FY 2019 for Submission to the County and Set Date, Time, Place for Public Hearings**

Mr. Perry stated we would be looking to set a meeting in October to hold the public hearing for the FY 19 budget on October 23<sup>rd</sup> at 1:30 at this location. That's consistent with the meeting date for Tolomato.

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor the proposed budget for FY 2019 and Resolution 2018-17 were approved.

**1. Consideration of Funding Agreement for FY 2019**

Mr. Perry stated also in conjunction with that is a funding agreement for Fiscal Year 2019.

Ms. Buchanan stated for Fiscal Year 2019, which starts October 1<sup>st</sup> of 2018 and ends September 30<sup>th</sup> 2019, we would like to approve the form of this funding agreement with the understanding that we will be requesting the various landowners to execute this form in proportion with the acres that they own.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor the form of the funding agreement was approved.

**FIFTH ORDER OF BUSINESS**

**Resolutions Relating to Banking**

**A. Select District Depository, Resolution 2018-20**

Mr. Perry stated that would specify Wells Fargo as the account for the general fund.

Ms. Buchanan stated just for the record we have Brett Sealy and Sete Zare on the phone from MBS.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor Resolution 2018-20 selecting Wells Fargo as the District Depository was approved.

**B. Authorize Bank Account Signatories, Resolution 2018-21**

Mr. Perry stated in conjunction with that is the authorizing of the bank account signatories. That just designates the Chair, Vice Chair, Assistant Secretaries and Treasurer for that account. It is a standard form resolution.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor Resolution 2018-21 was approved.

**SIXTH ORDER OF BUSINESS**

**Consideration of Bond Issuance Matters**

**A. Ratification of Assessment Methodology Consultant**

Mr. Perry stated this was included in the GMS agreement.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor to select GMS as the Assessment Methodology Consultant was ratified.

**B. Ratification of Selection of Trustee**

Mr. Perry stated included in your package is the proposal from Bank of New York Mellon. I believe the Chair has already had authorization to enter into an agreement with them from the last meeting.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor to select Bank of New York Mellon as the trustee was ratified.

**C. Consideration of Engineer's Report**

Mr. Weeber stated I recently sent out an update in which I changed the unit count to the most up to date site plan that we have at this time. We did keep townhomes in the report just to have it as a placeholder even though no townhomes are currently in the site plan.

Mr. Ray asked if there are townhomes that may change in a matter of weeks. We have that covered?

Mr. Weeber responded we have it covered. We have the price per unit in there and if we were to put townhomes in you'd basically just be swapping out some single family. If you look at the ratios it works because generally speaking we have two townhouse units per single family lot so ultimately the amount of funding that is shown in here is not going to change, it's just a placeholder for when we start writing the supplemental reports for the bond issuance.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor the engineer's report was approved in substantial form.

**D. Consideration of Assessment Methodology**

This item was tabled.

**E. Consideration of Resolution 2018-25, Declaring Special Assessments**

This item was tabled.

**F. Consideration of Resolution 2018-26, Setting a Public Hearing Date**

This item was tabled.

**G. Consideration of Resolution 2018-27, Authorizing the Issuance of Bonds, Approving the Form of an Indenture, and Authorizing the Commencement of Validation Proceedings**

Mr. Perry stated you have a copy of this resolution in front of you that was handed out separately. This authorizes the issuance of bonds, approves the form of an indenture and authorizes the commencement of validation proceedings.

Ms. Buchanan stated this is the standard form of bond resolution that is usually prepared by bond counsel. Christa was going to call in today but then we had the phone issue and I told her not to. Essentially, on the second page you'll note that it authorizes bonds in an amount not to exceed \$96 million. This would include the cost of the improvement plan that Brad prepared, as well as the general gross-up that includes cost of issuance and financing related items. If you go to section two you'll note that the bonds are going to be required to have an interest rate not to exceed the maximum rates required by law and they're anticipated to be repaid in 30 annual installments. The Chair, the Secretary, the board or any of those other

board members are designated to sign the bonds if necessary. In conjunction with this resolution the master trust indenture would be attached and approved. This is in substantial form. The resolution delegates the authority to the Chairman to make any modifications necessary to sell or finalize the bonds. Additionally I want to point out that when we actually do go to issue bonds as required by subsection nine there would be a subsequent bond resolution that identifies the parameters of the bond issue. Subsection seven authorizes validation of the bonds by District Counsel and Bond Counsel. As soon as this resolution passes we will shoot to have the validation complaint filed ASAP so we can try to get a hearing date.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor Resolution 2018-27 was approved in substantial form.

## **SEVENTH ORDER OF BUSINESS**

## **Consideration of Responses to RFQ**

### **A. Engineering Services**

### **B. Architectural Services**

Ms. Perry stated there are responses from ETM, Connelly & Wicker, Basham & Lucas and ELM.

Ms. Buchanan asked Mr. Chairman, what is your thought process? Typically we would go through and identify and rank them based on the qualifications that were adopted at the last board meeting. There is not a criteria for price at this point and that would be what we want to do if we only want to select one architect and one engineer. Is that what you would like to do or would you like to have a more open process where you end up with multiple vendors on continuing contracts?

Mr. Ray stated let's just talk engineering for a second. We're not talking about District Engineer; we're talking about approving engineering firms for services?

Ms. Buchanan responded correct.

Mr. Ray stated so for both the architects and for the engineers we have two architects, Basham & Lucas and ELM and what I'd like to do is to propose that we approve both of these firms as acceptable architects for the District to do business with in the future and the same thing for the engineers. We have an engineering response from ETM and Connelly & Wicker and that we approve both. I'm not sure what the term is.



Ms. Buchanan stated they'd be on continuing contracts similar to how it works with ETM now. If we wanted to have them do a project for us they would be required to provide a work authorization that the board would then consider and approve separately. Given that we would like to approve everyone, do we just want to rank everyone as number one?

Mr. Ray responded yes.

Ms. Buchanan stated we can send out letters confirming that.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor to rank both England-Thims & Miller and Connelly & Wicker as the number one ranked firms was approved.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor to rank both Erin Lovett Miller and Basham & Lucas as the number one ranked firms was approved.

#### **EIGHTH ORDER OF BUSINESS**

#### **Consideration of Resolution 2018-29, Resetting the Date, Time and Location for the Landowners' Meeting**

Ms. Buchanan stated there's quite a lead time to this in that we have to have a week to get it to the paper in advance, it has to be published for two weeks in a row and then the last publication has to be two weeks prior to the landowner election date so when I looked at this this morning it looked to me like we had a window starting September 5<sup>th</sup>. We were effective the 28<sup>th</sup> of June.

Mr. Ray asked does the 25<sup>th</sup> work?

Ms. Buchanan responded the 26<sup>th</sup> is day 90 so the 25<sup>th</sup> should be fine. This is not a board meeting so board members do not have to attend.

Mr. Perry stated we will designate September 25<sup>th</sup> at 1:00 at this location and the regular meeting will follow thereafter.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor Resolution 2018-29 was approved.

#### **NINTH ORDER OF BUSINESS**

#### **Consideration of Project Funding Agreement**

Mr. Perry stated this agreement is between the CDD and E-Town Development, Inc. for construction funding.

Ms. Buchanan stated from what I understand the District would like to move forward and authorize Basham & Lucas to being preliminary design work on the amenity center. Do we have a not to exceed amount in mind?

Mr. Ray responded \$25,000.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor Work Authorization No. 1 from Basham & Lucas for amenity center design work in an amount not to exceed \$25,000 was approved.

Ms. Buchanan stated that explains our need for a project funding agreement. We have work that we are already working to do and we do not funds to pay for that so we would request the developer advance fund the payment required for that work authorization with the understanding that they would be reimbursed with the issuance of bonds.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor the project funding agreement with E-Town Development Inc. was approved.

## **TENTH ORDER OF BUSINESS**

### **Staff Reports**

#### **A. District Counsel**

There being none, the next item followed.

#### **B. Interim Engineer**

There being none, the next item followed.

#### **C. District Manager**

Mr. Perry stated I received a resignation from supervisor Morris effectively immediately so we would ask the Board to accept his resignation.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor the resignation from Jon Morris was accepted.

Mr. Perry stated I know that position will only be open until the landowners' election but do you want to nominate anybody to fill that at this time?

Mr. Ray stated I'm nominated Christopher A. Price to fill the fifth seat.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor the nomination of Christopher Price was accepted.

**ELEVENTH ORDER OF BUSINESS                      Supervisors' Requests and Audience Comments**

Mr. Ray asked when do we go through to process of approving a District Engineer? I think right now he is operating under an interim basis. Is that where we are right now?

Ms. Buchanan responded you just did the RFQ for engineering proposals, which is inclusive of District Engineering services, and we will just negotiate that agreement with them for ratification at the next board meeting.

Mr. Ray asked have we received an ETM proposal for services?

Ms. Buchanan responded not yet.

Mr. Ray stated so we're going to get an ETM proposal for services and in there they will break out their fee structure for the district management services?

Mr. Weeber responded it will be just like the interim proposal provided.

Mr. Ray asked will the other engineering firm do the same thing?

Ms. Buchanan responded they will give us their exhibit that identifies their hourly rate for the work authorizations. In theory we lock that in now so all of the work authorizations are done under the term of this umbrella master agreement. Within the next week I will reach out to all of these firms and provide them an agreement.

**TWELFTH ORDER OF BUSINESS                      Next Scheduled Meeting – September 25, 2018 at 1:00 p.m. at the Duval County Southeast Regional Library**

Mr. Perry stated our next meeting is going to be August 20<sup>th</sup> at 1:30 and then the one following will be September 25<sup>th</sup> at 1:00. We've also set one for October 23<sup>rd</sup> at 1:30.

**THIRTEENTH ORDER OF BUSINESS                      Adjournment**

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

*B.*

MINUTES OF MEETING  
CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors meeting of the Cypress Bluff Community Development District was held Monday, August 20, 2018 at 1:30 p.m. at the Duval County Southeast Regional Library, 10599 Deerwood Park Boulevard, Jacksonville, Florida 32256.

Present and constituting a quorum were:

Richard Ray	Chairman
John Holmes	Vice Chairman
John Hewins	Supervisor
Chris Price	Supervisor
Steven Grossman	Supervisor

Also present were:

Jim Perry	District Manager
Katie Buchanan	District Counsel (by phone)
Brad Weeber	Interim Engineer
David Ray	GMS
Mikey White	Parc Group
Brett Sealy	MBS Capital Markets
Sete Zare	MBS Capital Markets

**FIRST ORDER OF BUSINESS**                      **Roll Call**

Mr. Perry called the meeting to order at 1:30 p.m.

**SECOND ORDER OF BUSINESS**                      **Public Comment**

There being none, the next item followed.

**THIRD ORDER OF BUSINESS**                      **Organizational Matters**

**A. Oath of Office for Newly Appointed and Elected Supervisors**

*Prior to the meeting Mr. Perry administered an oath of office to Supervisor Price and Supervisor Grossman.*

**B. Review of Chapter 190, Florida Statutes**

**C. Review of Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

**D. Consideration of Resolution 2018-30, Designating Officers**

Mr. Perry stated the current slate of officers is Mr. Ray is the Chairman, Mr. Holmes is the Vice Chair, and Mr. Hewins and Mr. Grossman are assistant secretaries. I am the Assistant

Treasurer and Secretary, Mr. Oliver of my office is the Treasurer and Ernesto Torres of my office is Assistant Secretary. If you'd like you could keep that same slate but add Mr. Price as an Assistant Secretary.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor Resolution 2018-30 was approved.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of Bond Issuance Matters**

##### **A. Consideration of Assessment Methodology**

Mr. Perry stated the board members have a draft of the report. This is the master special assessment methodology report. There are a numbers of items that build off of the engineering program that the District would undertake for all of the improvements in the District, along with the financing relative to that. The one thing in regards to this report, which is a little different than some reports that you may have seen for master methodologies is that in regards to the infrastructure that is going to be built there is a component for Del Webb which is not going to have access to the recreational amenities so when you go through the report they are carved out for the amenity section as a benefit. All of the other development units within the district are going to be equally assessed based on that master. When you go to the neighborhood improvements, all the developable units within the district receive the benefit from the neighborhood improvements and they are assessed based on the front footage of their lots. The narrative really just supports the schedules. Table number one is just an overview of the district in regards to acreage. We will ask the board to approve this in substantial form because we think the numbers are right in regards to the developable acreage but we're still going through some adjustments to them. It's not going to materially change anything else but we want to make sure we're all in agreement with the actual acreage.

Mr. David Ray stated I think developable acreage is okay and therefore all of the numbers that run off of them are okay.

Mr. Richard Ray stated page ten caught my eye under the true-up mechanism. Pulte Del Webb active adult of 60.64 developable acres?

Mr. David Ray stated I got it from Greg Barber and I can show you the back up for it. That's already closed. It's phase one. Active adult is broken down into two parts.

Mr. Perry stated table number two is the master infrastructure cost estimates and it also has the neighborhood cost estimates. This will tie to the Engineer's report.

Mr. Richard Ray stated when you talk about the neighborhood, currently of the seven or eight neighborhoods that will ultimately be in the community the only parcel that we're looking at issuing bonds for financing of neighborhood improvements is the active adult parcel but this is set up as if every development parcel could take advantage of that?

Mr. Perry stated that's correct. Table number three is the financing estimate for the master infrastructure and of course these numbers are subject to change on the actual pricing of the bonds and so forth that will go out on the market. Table number four is in regards to the neighborhood infrastructure. Whenever these bonds are issued we will come back with a supplemental report that will tie to the actual bonds so these are just estimates and for illustrative purposes only. Table number five is the master infrastructure benefit and the way this table is set up it shows the active adult is not getting any allocation of the recreation in regards to the master improvements.

Mr. Richard Ray asked you're treating the entire Del Webb parcel as active adult?

Mr. Perry responded correct. Table number six is the development program in regards to neighborhood infrastructure and you'll see this is allocated on an ERU factor based upon the front footage of the lots with a 50-59' lot being one ERU. You'll see for a 60-69' lot those are 1.2 ERUs.

Mr. Richard Ray asked can you back up to table five? The master is one ERU across the board?

Mr. Perry responded correct.

Mr. Richard Ray stated we're laying out very specific units 40-49, 50-59, 80-89. If we came in with a 38' or a 92' it's a category that's not listed. Townhomes isn't listed. If condos go in that's going to be one. Why do we have to be specific about units when anything that we do there which is anything from a condo to a state lot is all going to be one?

Mr. Perry responded typically if you're doing master infrastructure and you have a denser product such as a townhome or condo, they are typically not on a one to one basis.

Mr. Richard Ray stated but they can be.

Mr. Perry stated they could be but typically not.

Mr. David Ray stated it's in the narrative that it's one to one.



Mr. Richard Ray stated all I'm asking is by being specific to this table does that mean that we're going to need to be very specific and make sure there's nothing we're missing; for example townhomes.

Mr. Perry stated we can add them.

Mr. Richard Ray stated if we don't need to that's okay. As long as later on when we say we're going to do townhomes and you say you have to revise the assessment methodology to accommodate.

Mr. Perry stated I think it's flexible enough that you won't have to do that. I know some attorneys that will say add them all in.

Mr. Sealy stated what we discussed and is perhaps a good solution here subject to Katie's direction is to include within the allocation section and narrative of the master infrastructure a contemplation that there may be another type of single family, be it attached or detached product type, that may be introduced at some point in time and as a result of all single family units being treated as a single ERU for purposes of the allocation of the master methodology that the methodology should state that an introduction of unit that is not currently included shall not require a modification to the methodology as it's already contemplated therein.

Mr. David Ray stated on page six it says "benefitted units for master improvements will be based on an equivalent residential unit of 1.0 for each lot within the district except active adult, which will not show the cost of master infrastructure". On page seven it says, "any additional product type would be assigned an ERU of 1.0 for master infrastructure and an ERU factor for neighborhood infrastructure for the calculation above."

Mr. Richard Ray stated okay so we do have the flexibility when the time comes for me to determine what the development plan is going to be to say this is going to be all townhomes and we're not going to have to do an adjunct supplemental or revise the assessment methodology.

Mr. Perry stated I think you're fine as long as it stays residential units, not commercial office or retail.

Ms. Buchanan stated if we get a townhome with neighborhood what is it going to be assigned?

Mr. Perry responded one for master.

Mr. Sealy stated for neighborhood it would be based upon the front footage of the townhome in relation to the front footage of the single ERU as it relates to the neighborhood infrastructure.

Mr. Richard Ray stated if one is 50' and a townhome is 28' it's going to end up with .6 or something but from a master it's one across the board.

Mr. Perry stated we can take into consideration with a supplemental the different type of development unit in the front footage because we don't have a 28' category right now.

Mr. Sealy stated there's a very specific calculation on an ERU factor based upon front footage and using the 50' product as the standard ERU so that was the intent of the additional language to be able to accommodate a different product type that is not currently contemplated in the land use.

Mr. Richard Ray stated so you're not modifying the assessment methodology when that time comes but do you have an adjunct supplemental to assign a specific amount of debt?

Mr. Perry responded in the supplemental it will.

Mr. Sealy stated theoretically the supplemental would arise as a result of a bond issue.

Mr. Richard Ray stated I just don't want to go back through this again when we say we're going to do townhomes.

Ms. Buchanan stated if that's something you've done before and you're comfortable with.

Mr. Perry stated yes we've done that in other supplementals. Table seven is just the combination to show the master and neighborhood. Table number eight is the master infrastructure assessments. Keep in mind this is if the district financed all of the construction improvement plan. It's probably not the intent of the district.

Mr. Richard Ray stated you're basing everything off of \$22 million. The assessment per unit is \$1,200 but we could at the time that we issue bonds and say every unit is going to be assessed \$750?

Mr. Perry stated sure, based upon the bond issue. Table nine is for the neighborhood assessments. Table number ten, sort of like the debt, is the combination of both. Finally, you're going to have the max debt per par acre, which is going to show the different property owners in regards to acreage and again these numbers on developable acreage we might refine somewhat but this would be necessary for a true-up and that's covered in the narrative part of

the report. Also you'll have a preliminary assessment roll for the various allocations to property owners within the district.

Mr. Richard Ray stated on table eleven there's Pulte Del Webb and then there's Eastland Timber, which is not Del Webb so it needs to say just Total Active Adult. These are the developable acres that we intend to develop with residential units?

Mr. Perry stated correct.

Mr. Richard Ray stated there is another entity in here that owns land, E-Town Development, but the land that E-Town Development owns is right-of-way so there's another entity that owns land within the District boundary so is this supposed to be all of the entities that own land within the District boundaries or just those that own land that we're going to develop residentially?

Mr. Perry responded all land that we're going to develop residentially.

Mr. Richard Ray asked so if there's an owner that owns land that is going to be an amenity site or is right-of-way?

Mr. Perry stated we need to list them and footnote that the land that they own will be right-of-way or whatever so that will go on table eleven and table twelve.

Mr. Richard Ray stated on page five it talks about the type of special assessment bonds proposed and you're saying it's going to be approximately \$22 million for the master. The difference between the bond debt and the CIP is comprised of costs of issuance, including a substantial underwriters discount and professional fees associated with debt issuance and then it says capitalized interest through 11/1/20.

Mr. Sealy stated in order to make some assumptions in order to establish a max principal amount based upon the costs, as well as some assumptions regarding reserve funds and capitalized interest that doesn't tie you. We had to pick something that is relatively consistent with the market and the district is not tied to that. If the district elects to issue a series of bonds and not capitalize interest at all you can do that. These are just assumptions. We established max principal benefit.

Mr. Perry stated the financing table is really for illustrative purposes.

On MOTION by Mr. Hewins seconded by Mr. Holmes with all in favor the assessment methodology was approved in substantial form.

**B. Consideration of Resolution 2018-25, Declaring Special Assessments**

Mr. Perry stated attached to this will be the District Engineer's report as well as the finalized assessment methodology report for master improvements.

Ms. Buchanan stated taking a step back, what we're doing is levying a master assessment lien so that when we are able to issue bonds we will have a payment stream in place to repay those bonds. Like we discussed a few minutes ago, the master lien is like an umbrella lien. It's much larger than the amount of assessments that we actually intend to collect but it's directly tied to the amount of benefit that a resident within the district would receive in connection with the improvements we build. Essentially if we look at the improvement plan which is incorporated in this resolution in paragraph two, and then we say we're going to have up to \$76 million in improvements when we add the cost of issuance and the debt service reserve fund, ultimately those bonds could be at an amount that are as high as \$96 million so that's why in paragraph four of the resolution it says the assessments are going to defray \$96 million. Paragraph five incorporates the report that we just went through in identifying how the assessments will actually be portioned. When you skip down to paragraph eight you'll see that they will not be for more than 30 annual installments. That's because Florida Law has a cap that assessments can't run for more than 30 years. Essentially this is the beginning of our assessment process. It's declaring out intent, identifying the improvement plan and identifying our master assessment umbrella lien. Once we have this resolution in place we will send a mailed notice to the landowners within the district's boundaries and we will also publish certain notices as required by law.

On MOTION by Mr. Ray seconded by Mr. Grossman with all in favor Resolution 2018-25 was approved.

**C. Consideration of Resolution 2018-26, Setting Public Hearing Date**

Ms. Buchanan stated our next board meeting would be September 25<sup>th</sup>. That would allow staff time to get out those 30-day letters so we propose to have the meeting at 1:30 at the library where you are today.

On MOTION by Mr. Ray seconded by Mr. Hewins with all in favor Resolution 2018-26 was approved.

**FIFTH ORDER OF BUSINESS****Consideration of Acquisition Agreement**

Ms. Buchanan stated essentially the acquisition agreement is an agreement between the District and the developer that is a commitment from the district to acquire certain work or improvements the developer pays for in advance as soon as they receive bond proceeds. Under bond law we just need a statement in advance of our intent to purchase improvements or work product from the developer before we issue bonds so that they have an obligation to rely on and we have an obligation on how we plan to spend those bond proceeds. Essentially it breaks down to three things. One would be work product like engineering plans. Two would be improvements such as when they start actually installing landscaping or piping for stormwater. The third would be the acquisition of real property. The district will need real property interest to support any improvements that it intends to maintain or keep. Paragraph five relates to deferred costs. That means should at any point the district have additional funds and the developer can show that it has paid for improvements or work product but never received payment for those things the district would then be able to use the additional funds to reimburse the developer. Section seven deals with real property taxes and is basically a summary for Florida law. It's my understanding that the developer's counsel is still reviewing the acquisition agreement so I would request we authorize it in substantial form today.

On MOTION by Mr. Ray seconded by Mr. Holmes with all in favor the acquisition agreement was approved in substantial form.

**SIXTH ORDER OF BUSINESS****Consideration of Resolution 2018-31  
Designating a Regular Meeting Schedule for  
FY 2019**

Mr. Perry stated if there are times we don't have to meet we will cancel those meetings as needed but we did set the schedule consistent with Tolomato's monthly meeting schedule.

On MOTION by Mr. Ray seconded by Mr. Grossman with all in favor Resolution 2018-31 was approved.

**SEVENTH ORDER OF BUSINESS****Staff Reports****A. District Counsel**

Ms. Buchanan stated I want to discuss an agreement with the developer for project administration services. This is something that is pretty par for the course in most of the

districts we represent and what it does is give the developer a role in the district's contract. Generally, the project service agreement would just authorize Parc to act on behalf of and for the benefit of the district. It would be for a term of one year and automatically renew. It would come with compensation in the amount of \$1,000 per calendar quarter so it would be prorated for this initial period and starting the in the last quarter of the year be the \$1,000. Although it does authorize Parc to provide assistance to the district it is in no way a relinquishment of control of the district's project to Parc. Essentially they are just serving to facilitate to call and follow up on contract requests to keep things moving forward. They do not have the ability to authorize change orders or significantly the terms of the district's contracts that are already in place. Lastly, it does provide for the district with indemnifying Parc Group for any claims relating to this but continues to acknowledge that the district is a sovereign entity subject to the restrictions in Section 768.28 of Florida law. Specifically the scope of services would just be things like attending the pre-construction meetings with contractors, assisting with putting together bids, assisting in the review of pay apps, improvements and documentation, coordinating with engineers and architects, coordinating with agencies and such tasks like that. I think the Chairman has access to this form if you'd like to look at it. We'd like to authorize the Vice Chairman to finalize the form of the agreement upon review by District Manager and District Counsel.

Mr. Richard Ray stated I have a markup to it from the draft from earlier today so it is going to require just a little bit of revision. I'll pass this around for you to look at. I would like to approve it in substantial form but also recognize the parties to this agreement, Cypress Bluff CDD and the Parc Group, we will probably want to expand that to include another Parc Group entity as a party to this agreement also. I understand you've got all the affiliates covered in the indemnification.

Ms. Buchanan stated yeah I proposed Parc Group and Parc Land Management and if we need to expand that further we can.

On MOTION by Mr. Holmes seconded by Mr. Hewins with Mr. Ray abstaining a vote the project administration services agreement was approved subject to final review by the Vice Chairman and District Counsel.

**B. Interim Engineer**

Mr. Weeber stated we've been operating under the Interim District Engineer contract. I do have a proposal for District Engineer and have submitted that for your review. It is similar to the Interim agreement.

Mr. Perry stated I don't have it on the agenda to formally accept.

Ms. Buchanan stated we were going to bring back the form of agreements, including their proposals in September.

Mr. Ray stated just for the sake of time is this something that can be done at the next board meeting?

Mr. Perry stated yes.

Mr. Weeber stated we will continue operating under the interim agreement.

**C. District Manager**

There being none, the next item followed.

**EIGHTH ORDER OF BUSINESS**

**Supervisors' Requests and Audience Comments**

There being none, the next item followed.

**NINTH ORDER OF BUSINESS**

**Next Scheduled Meeting – September 25, 2018 at 1:00 p.m. at the Duval County Southeast Regional Library**

Mr. Perry stated our next meeting is going to be September 25<sup>th</sup> at 1:00 and we also have the landowners' election just prior to the meeting.

**TENTH ORDER OF BUSINESS**

**Adjournment**

On MOTION by Mr. Holmes seconded by Mr. Hewins with all in favor the meeting was adjourned.

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Secretary/Assistant Secretary

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Chairman/Vice Chairman

# FORM 8B MEMORANDUM OF VOTING CONFLICT FOR COUNTY, MUNICIPAL, AND OTHER LOCAL PUBLIC OFFICERS

LAST NAME—FIRST NAME—MIDDLE NAME <b>RAY, RICHARD T.</b>	NAME OF BOARD, COUNCIL, COMMISSION, AUTHORITY, OR COMMITTEE <b>CYPRESS BLUFF Community Development District</b>
MAILING ADDRESS <b>205 SIGNATURE DRIVE</b>	THE BOARD, COUNCIL, COMMISSION, AUTHORITY OR COMMITTEE ON WHICH I SERVE IS A UNIT OF:
CITY <b>PONTE VEDRA, FLA.</b>	<input type="checkbox"/> CITY <input type="checkbox"/> COUNTY <input checked="" type="checkbox"/> OTHER LOCAL AGENCY
COUNTY <b>ST. JOHNS</b>	NAME OF POLITICAL SUBDIVISION:
DATE ON WHICH VOTE OCCURRED <b>8/20/18</b>	MY POSITION IS: <input checked="" type="checkbox"/> ELECTIVE <input type="checkbox"/> APPOINTEE

## WHO MUST FILE FORM 8B

This form is for use by any person serving at the county, city, or other local level of government on an appointed or elected board, council, commission, authority, or committee. It applies to members of advisory and non-advisory bodies who are presented with a voting conflict of interest under Section 112.3143, Florida Statutes.

Your responsibilities under the law when faced with voting on a measure in which you have a conflict of interest will vary greatly depending on whether you hold an elective or appointive position. For this reason, please pay close attention to the instructions on this form before completing and filing the form.

## INSTRUCTIONS FOR COMPLIANCE WITH SECTION 112.3143, FLORIDA STATUTES

A person holding elective or appointive county, municipal, or other local public office **MUST ABSTAIN** from voting on a measure which would inure to his or her special private gain or loss. Each elected or appointed local officer also **MUST ABSTAIN** from knowingly voting on a measure which would inure to the special gain or loss of a principal (other than a government agency) by whom he or she is retained (including the parent, subsidiary, or sibling organization of a principal by which he or she is retained); to the special private gain or loss of a relative; or to the special private gain or loss of a business associate. Commissioners of community redevelopment agencies (CRAs) under Sec. 163.356 or 163.357, F.S., and officers of independent special tax districts elected on a one-acre, one-vote basis are not prohibited from voting in that capacity.

For purposes of this law, a "relative" includes only the officer's father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law. A "business associate" means any person or entity engaged in or carrying on a business enterprise with the officer as a partner, joint venturer, coowner of property, or corporate shareholder (where the shares of the corporation are not listed on any national or regional stock exchange).

\* \* \* \* \*

### ELECTED OFFICERS:

In addition to abstaining from voting in the situations described above, you must disclose the conflict:

**PRIOR TO THE VOTE BEING TAKEN** by publicly stating to the assembly the nature of your interest in the measure on which you are abstaining from voting; *and*

**WITHIN 15 DAYS AFTER THE VOTE OCCURS** by completing and filing this form with the person responsible for recording the minutes of the meeting, who should incorporate the form in the minutes.

\* \* \* \* \*

### APPOINTED OFFICERS:

Although you must abstain from voting in the situations described above, you are not prohibited by Section 112.3143 from otherwise participating in these matters. However, you must disclose the nature of the conflict before making any attempt to influence the decision, whether orally or in writing and whether made by you or at your direction.

**IF YOU INTEND TO MAKE ANY ATTEMPT TO INFLUENCE THE DECISION PRIOR TO THE MEETING AT WHICH THE VOTE WILL BE TAKEN:**

- You must complete and file this form (before making any attempt to influence the decision) with the person responsible for recording the minutes of the meeting, who will incorporate the form in the minutes. (Continued on page 2)



## APPOINTED OFFICERS (continued)

- A copy of the form must be provided immediately to the other members of the agency.
- The form must be read publicly at the next meeting after the form is filed.

### IF YOU MAKE NO ATTEMPT TO INFLUENCE THE DECISION EXCEPT BY DISCUSSION AT THE MEETING:

- You must disclose orally the nature of your conflict in the measure before participating.
- You must complete the form and file it within 15 days after the vote occurs with the person responsible for recording the minutes of the meeting, who must incorporate the form in the minutes. A copy of the form must be provided immediately to the other members of the agency, and the form must be read publicly at the next meeting after the form is filed.

## DISCLOSURE OF LOCAL OFFICER'S INTEREST

I, Richard T. Ray, hereby disclose that on August 20, 2018, 20\_\_.

(a) A measure came or will come before my agency which (check one or more)

- ☐ inured to my special private gain or loss;
- ☐ inured to the special gain or loss of my business associate, \_\_\_\_\_;
- ☐ inured to the special gain or loss of my relative, \_\_\_\_\_;
- ☐ inured to the special gain or loss of THE PARC GROUP, INC., by whom I am retained; or
- ☐ inured to the special gain or loss of \_\_\_\_\_, which is the parent subsidiary, or sibling organization or subsidiary of a principal which has retained me.

(b) The measure before my agency and the nature of my conflicting interest in the measure is as follows:

PROJECT MANAGEMENT SERVICES Agreement

If disclosure of specific information would violate confidentiality or privilege pursuant to law or rules governing attorneys, a public officer, who is also an attorney, may comply with the disclosure requirements of this section by disclosing the nature of the interest in such a way as to provide the public with notice of the conflict.

8/23/18  
Date Filed

R. Ray  
Signature

NOTICE: UNDER PROVISIONS OF FLORIDA STATUTES §112.317, A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$10,000.

## *SIXTH ORDER OF BUSINESS*

*A.*

## **RESOLUTION 2018-34**

**A RESOLUTION OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.**

### **RECITALS**

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

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT AS FOLLOWS:**

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

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

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management system, roadway improvements, water and sewer utility systems, recreation improvements, underground electric, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Project (the "Project"), the nature and location of which was initially described in Resolution 2018-25 and is shown in the *Engineer's Report*, dated \_\_\_\_\_ (the "Engineer's Report"), and which Project's plans and specifications are on file in the District's records office at 475 W. Town Place, Suite 114, St. Augustine, Florida 32092; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

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

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

(g) By Resolution 2018-25, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2018-25 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2018-25, said Resolution 2018-25 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher's affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2018-25, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2018-26 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear

before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) Notice of such public hearing was given by publication and also by mail as required by Section 170.07, *Florida Statutes*. Affidavits as to such publications and mailings are on file in the office of the Secretary of the Board.

(l) On September 25, 2018, at the time and place specified in Resolution 2018-26 and the notice referred to in paragraph (k) above, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

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

(i) that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Allocation Report* dated \_\_\_\_\_ (the "Assessment Report") attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein (the "Special Assessments"); and

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

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

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

**SECTION 3. AUTHORIZATION OF DISTRICT PROJECT.** That certain Project for construction of infrastructure improvements initially described in Resolution 2018-25, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized and directed to take such further action as may be necessary or desirable to cause the same to be made.

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

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

**SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS.** When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

## **SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.**

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

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

## **SECTION 8. APPLICATION OF TRUE-UP PAYMENTS.**

(a) Pursuant to the Assessment Report, attached hereto as Exhibit B, there may be required from time to time certain true-up payments. As parcels of land or lots are platted, the Assessments securing the Bonds shall be allocated as set forth in the Assessment Report. In furtherance thereof, at such time as parcels or land or lots are platted, it shall be an express condition of the lien established by this Resolution that any and all initial plats of any portion of the lands within the



District, as the District's boundaries may be amended from time to time, shall be presented to the District Manager for review, approval and calculation of the percentage of acres and numbers of units which will be, after the plat, considered to be developed. No further action by the Board of Supervisors shall be required. The District's review shall be limited solely to this function and the enforcement of the lien established by this Resolution. The District Manager shall cause the Assessments to be reallocated to the units being platted and the remaining property in accordance with Exhibit B, cause such reallocation to be recorded in the District's Improvement Lien Book, and shall perform the true-up calculations described in Exhibit B, which process is incorporated herein as if fully set forth (the "True-Up Methodology"). Any resulting true-up payment shall become due and payable that tax year by the landowner(s) of record of the remaining unplatted property, in addition to the regular assessment installment payable with respect to such remaining unplatted acres.

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

(c) The foregoing is based on the District's understanding with the majority landowners and developers in the District intend to develop the unit numbers and types shown in Exhibit B, on the net developable acres and is intended to provide a formula to ensure that the appropriate ratio of the Assessments to gross acres is maintained if fewer units are developed. However, no action by the District prohibits more than the maximum units shown in Exhibit B from being developed. In no event shall the District collect Assessments pursuant to this Resolution in excess of the total debt service related to the Capital Improvement Plan, including all costs of financing and interest. The District recognizes that such events as regulatory requirements and market conditions may affect the timing and scope of the development in the District. If the strict application of the True-Up Methodology to any assessment reallocation pursuant to this paragraph would result in Assessments collected in excess of the District's total debt service obligation for the Capital Improvement Plan, the Board shall by resolution take appropriate action to equitably reallocate the Assessments. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessments shall become due and payable and must be paid prior to the District's approval of that plat.

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

**SECTION 9. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES.** Property owned by units of local, state, and federal government shall not be subject to the Special Assessments

without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

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

**SECTION 11. SEVERABILITY.** If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

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

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

**APPROVED AND ADOPTED THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:**    *Engineer's Report*, dated \_\_\_\_\_, 2018

**Exhibit B:**    *Master Assessment Methodology Report*, dated \_\_\_\_\_, 2018

# **IMPROVEMENT PLAN**

for the

## **CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

Prepared for

**Board of Supervisors**

**Cypress Bluff Community Development District**

Prepared by

England, Thims & Miller, Inc.  
14775 St. Augustine Road  
Jacksonville, Florida 32258  
904-642-8990

13-102-19

July 30, 2018

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## **BACKGROUND**

The Cypress Bluff Community Development District (CDD) is a  $\pm 1,249.7$ -acre residential development located in Duval County Florida. The authorized land uses within the Cypress Bluff CDD may include conservation and residential development as well as open space and recreational amenities. The full development within the Cypress Bluff CDD boundary will include approximately the number of units listed in Table I. Currently Eastland Timber, LLC and ETown Development, Inc. owns all of the land within the Cypress Bluff Community Development District (CDD).

**TABLE I**  
**CYPRESS BLUFF COMMUNITY**  
**DEVELOPMENT DISTRICT**  
**SUMMARY OF DEVELOPMENT**

<b>TYPE</b>	<b>Estimated Units</b>	<b>Estimated Areas</b>
Residential Development		
➤ Single Family	1,520 units	447.5 acres
➤ Townhomes	0 units	0 acres
Road Rights-of-Way	n/a	147.1 acres
Parks and Recreation	n/a	39.7 acres
Wetland/Open Space, Miscellaneous	n/a	615.4 acres
<b>TOTALS</b>		<b>1,249.7 acres</b>

*(Note: Certain land uses may change provided that such changes are consistent with the land use)*

To serve the residents of the Cypress Bluff Community Development District, the District has developed the following Improvement Plan to allow it to fund and construct certain utility, transportation and recreational facilities within the District. The Improvement Plan contained in this report reflects the present intentions of the Cypress Bluff Community Development District. The Improvement Plan may be modified in the future.

The Community Development District area may be served by the improvements listed in the “Summary of Master Infrastructure Costs” in Table II. These improvements include improvements associated with the roadway such as utilities, landscape and irrigation, hardscape, signage, electric, and lighting, as well as recreational facilities that are associated with the Community Development District and a multi-use path along E-Town Parkway/R.G. Skinner Parkway. In addition to the master infrastructure, there is additional neighborhood infrastructure that will benefit their respective neighborhoods and these costs are shown in Table III. A description and basis of costs for each improvement is included in the body of this report.

Improvements contemplated in this plan comply with requirements set forth in the City of Jacksonville land use and zoning regulations. All improvements will be located in Duval County.

Permitting for the improvements described in this plan is ongoing. The delineation of jurisdictional wetlands for all land within the Cypress Bluff CDD has been surveyed, reviewed and approved by the St. Johns River Water Management District (SJRWMD). The SJRWMD has approved an Environmental Resource Permit #126414 to establish the jurisdictional wetlands, impacts, and overall mitigation plan. The U.S. Army Corps of Engineers (USACOE) has issued permit #SAJ-2012-00511.

The City of Jacksonville has issued permits for E-Town Parkway/R.G. Skinner Parkway under CDN 8902.000 and CDN 8902.001. The Florida Department of Environmental Protection (FDEP) has issued permits for the water and sewer mains under permit numbers 0159044.644-DSGP and 0011224-771-DWC respectively. Master utility improvements within this report have been designed consistent with an existing JEA utility service agreement for the development within Cypress Bluff CDD. There is a reasonable expectation that the permits for the balance of the CDD improvements are obtainable, however, all permits are subject to final engineering and permitting.

Cost estimates contained in this report are based upon year 2018 dollars, and have been prepared based on the best available information and in some cases without the benefit of final engineering design or environmental permitting. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based on planning, final engineering and approvals from regulatory agencies.

# **MASTER INFRASTRUCTURE IMPROVEMENTS**



**TABLE II**

**SUMMARY OF**

**MASTER INFRASTRUCTURE COSTS**

Improvement Description	Estimated Total CDD Cost
E-Town Pkwy/R.G. Skinner Pkwy Utilities, Landscape, Hardscape, and Electric	\$10,008,034
Master Recreational Improvements	\$7,728,000
Total Master Infrastructure Costs	\$17,736,034

*(Notes: Cost estimates in this report are based upon 2018 dollars.)*

## **E-TOWN PKWY/R.G. SKINNER PKWY IMPROVEMENTS**

E-Town Parkway/R.G. Skinner Parkway is a collector road that will be extending north-south direction through the Cypress Bluff Community Development District boundary. E-Town Parkway will extend from the existing interchange at SR-9B to the existing R.G. Skinner Parkway terminus at Atlantic Coast High School, with the road name changing from E-Town Parkway to R.G. Skinner Parkway at the intersection just southerly of the existing R.G. Skinner Parkway terminus. There may also be a multi-use path along E-Town Parkway/R.G. Skinner Parkway. Roadway construction began early 2018 and is anticipated to be complete in 2019. The roadway Right-of-Way, survey, engineering, permitting, and construction costs of E-Town/R.G. Skinner Roadway will not be funded by the CDD. However, certain infrastructure within and adjacent to the E-Town Parkway/R.G. Skinner Parkway right of way may be funded, designed and constructed by the CDD. These improvements may include utilities, landscape and irrigation, hardscape and signage, electric and lighting, and future signalized intersections. Once completed, E-Town Parkway/R.G. Skinner Parkway will be owned and maintained by the City of Jacksonville.

### **Utilities**

The entirety of the Cypress Bluff CDD will be provided with potable water, sanitary sewer, and reuse water services by the Jacksonville Electric Authority (JEA) utility system.

The Cypress Bluff CDD presently intends to fund and construct certain master utility facilities within and adjacent to the District boundary. These facilities include the transmission (trunk) water main and sewer main (forcemain). These mains are located within the right of way of E-Town Parkway/R.G. Skinner Parkway. There may also be gravity sewer crossings installed under E-Town Parkway/R.G. Skinner Parkway to serve future neighborhoods that will share pump stations. The reuse transmission (trunk) main will also run along R.G. Skinner Parkway, however, will not be funded by the Cypress Bluff CDD. These improvements are depicted on Exhibit 5, pages 1-3.

To serve the development per the JEA utility service agreement, it is required to design and construct a booster pump station. The CDD may fund, design, and construct all or part of this booster pump station. The master utility improvements will be designed and constructed in accordance with JEA standards and will be owned and maintained by JEA upon dedication.

### **Landscape and Irrigation**

The CDD may fund and construct the landscape, sod, planting, berm, irrigation and other decorative features along E-Town Parkway/R.G. Skinner Parkway. The irrigation system may include JEA reuse refill stations that will discharge into stormwater ponds adjacent to E-Town Parkway/R.G. Skinner Parkway and irrigation pump station that will pump from those ponds. The CDD may fund and construct landscape and irrigation costs along the entire length of E-Town Parkway/R.G. Skinner Parkway, including those areas outside of the CDD boundary.

### **Hardscape and Signage**

The CDD may fund and construct hardscape features within and adjacent to the E-Town Parkway/R.G. Skinner Parkway right of way. Features may include, but are not limited to, signage and entry features, masonry walls, fencing, etc.

### **Electric and Lighting**

The electric distribution system thru the Cypress Bluff CDD is currently planned to be underground. The CDD presently intends to fund and construct the electric conduit, transformer/cabinet pads, and electric manholes required by JEA electric. Electric facilities will be owned and maintained by JEA after dedication.

The CDD presently intends to fund the cost to purchase and install the roadway lighting along E-Town Parkway/R.G. Skinner Parkway. These lights will be owned, operated and maintained by the City of Jacksonville after dedication.

## **MASTER RECREATIONAL IMPROVEMENTS**

### **MASTER AMENITY CENTER**

The Cypress Bluff CDD presently intends to fund a master amenity center located near the middle of the Cypress Bluff CDD boundary. This amenity center is planned to be the largest within the Cypress Bluff CDD and may serve all of the neighborhoods within the CDD. The basic components of this facility may include, but is not limited to:

- ▶ Clubhouse
- ▶ Fitness equipment
- ▶ Tennis Courts
- ▶ Bathrooms and locker area
- ▶ Pool(s)
- ▶ Playground equipment
- ▶ Barbeque grills and picnic tables
- ▶ Parking
- ▶ Landscape, irrigation, hardscape and lighting
- ▶ Dog park
- ▶ Tennis courts
- ▶ Trails
- ▶ Ball fields
- ▶ Soccer fields

Individual neighborhoods may also choose to construct their own amenity center(s). Costs for these amenity centers are included in the “Neighborhood Infrastructure” section of this improvement plan.

## **BASIS OF COST ESTIMATES**

The following is the basis for the master infrastructure cost estimates; actual project bid information was used where available:

- Costs utilized for landscaping and signage were obtained from recent historical bids for similar work in this area and are not based on approved plans.
- Signalization may be required as development occurs. Design and construction costs for one signalized intersection have been included.
- Costs for underground electric conduit along R.G. Skinner Parkway have been included.
- Costs for roadway lighting have been included.
- Engineering fees are included in the estimate.
- For the purposes of this report, a 15% contingency factor has been included for master infrastructure.
- Cost estimates included in this report are based upon year 2018 dollars and have been prepared based upon the best available information. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon best available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

# **NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

## **CYPRESS BLUFF CDD NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS**

The Cypress Bluff Community Development District presently intends to fund certain neighborhood infrastructure improvements for each neighborhood within the District boundaries. The Neighborhood Infrastructure improvements include construction of the basic infrastructure for each neighborhood, including but not limited to: engineering/permitting, clearing and grubbing, earthwork, collector roadways and associated drainage, underground conduit to facilitate street lighting, landscaping, irrigation, hardscape, neighborhood signage, neighborhood parks, neighborhood amenity centers, sewage pump stations, water/sewer/reuse transmission lines, subdivision roadways and associated drainage located within the road right of way.

The cost estimate for the collector roadways included in the neighborhood infrastructure improvements are based upon a 34 foot pavement width, curb and gutter section roadway, within a 80 foot wide right-of-way. The cost estimate for the subdivision roadways included in the neighborhood infrastructure improvements are based upon a 20 and 24 foot pavement width, curb and gutter section roadway, within a 50 foot wide right-of-way. The clearing, grubbing and earthwork estimates include work necessary for the right-of-way area, and includes utility easements for underground electrical conduit for roadway street lighting. Disturbed areas within the rights-of-way that are outside of the paved areas will be sodded and/or seeded and grassed to provide erosion and sediment control in accordance with City of Jacksonville standards.

Drainage cost estimates included in the neighborhood infrastructure improvements provide for the collection and conveyance of stormwater runoff from the collector and subdivision roadways in accordance with St. Johns River Water Management District and City of Jacksonville standards. Costs include drainage catch basins, inlets, and underground storm piping.

Water and sewer cost estimates included in the neighborhood infrastructure improvements consist of the underground water transmission system and wastewater (sewer) collection system serving the development. Costs include piping, manholes, valves, services, and appurtenances required in order to construct the system in accordance with Florida Department of Environmental Protection and JEA standards.

The neighborhood infrastructure improvements shall be designed and constructed to City of Jacksonville, JEA, Florida Department of Environmental Protection, and St. Johns River Water Management District standards. Collector roadways shall be owned and maintained by the City of Jacksonville. Water, sewer, and reuse facilities shall be owned and maintained by JEA. The Cypress Bluff CDD or neighborhood HOA will maintain drainage improvements outside of the public right of ways.

## **Neighborhood Amenity Centers**

Neighborhoods within the CDD may have additional amenity centers to directly serve the individual neighborhoods. These neighborhood amenity centers are typically not as large as the master amenity center. The basic components of this facility may include but is not limited to:

- ▶ Clubhouse
- ▶ Fitness equipment
- ▶ Tennis Courts
- ▶ Bathrooms and locker area
- ▶ Pool(s)
- ▶ Playground equipment
- ▶ Barbeque grills and picnic tables
- ▶ Parking
- ▶ Landscape, irrigation, hardscape and lighting
- ▶ Trails
- ▶ Multi-use fields

## **Neighborhood Parks**

Several neighborhood parks may be located throughout each of the neighborhoods within the Cypress Bluff CDD. These parks may be within the subdivisions and may include; tot lots, walking/fitness paths, multi-use fields, etc. The cost of these neighborhood parks is included within the per lot Neighborhood Infrastructure cost in Table III.



### TABLE III

#### CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT SUMMARY OF NEIGHBORHOOD INFRASTRUCTURE COSTS

Improvement Description	Estimated Units	Estimated Cost
NEIGHBORHOOD INFRASTRUCTURE IMPROVEMENTS		
• Single Family	1,520 lots	\$58,368,000
• Townhomes	0 lots	\$0
<b>Neighborhood Infrastructure Total</b>	<b>1,520 lots</b>	<b>\$58,368,000</b>

### **BASIS OF COST ESTIMATES**

The following is the basis for the neighborhood infrastructure cost estimates:

- Neighborhood Infrastructure costs include collector roads, stormwater ponds, neighborhood signage, neighborhood amenity centers, neighborhood parks, sewage pump stations, subdivision roads, clearing, filling, and JEA underground electric. Costs for development were obtained utilizing an estimated engineering and construction cost of \$32,000 per single-family unit and \$21,000 per townhome unit based on recent historical bids for similar work in this area. Cost of \$38,400 per single-family unit and \$25,200 per townhome unit were used in this report to include a 20% contingency to account for unknowns and inflation. Currently there are no townhome units within the CDD, however, these costs will be utilized if any townhome units are added within the CDD boundary.
- Water and Sewer Facilities will be designed in accordance with JEA and FDEP standards.
- The engineering and permitting fees have been included in the estimated cost.
- No costs have been included for the acquisition of roadway rights-of-way.
- Cost estimates contained in this report are based upon year 2018 dollars.
- Costs have been included for street lighting and electrical conduit on roadways in accordance with JEA standards, and are included in the roadway portion cost of the estimates.
- Cost estimates have been prepared based upon the best available information, but without the benefit of final engineering design or environmental permitting. England, Thims & Miller, Inc. believes the enclosed estimates to be accurate based upon the available information, however, actual costs will vary based upon final engineering, planning and approvals from regulatory authorities.

## **APPENDIX** **Description**

### **Exhibits**

- 1 General Location Map
- 2 Legal Description
- 3 Intentionally Excluded
- 4 Existing Future Land Use
- 5 Utility Exhibits
  - a. Master Water Plan
  - b. Master Waste Water Plan
  - c. Master Reuse Water Plan
- 6 District Facilities and Services
- 7 Cost Estimate Sheet

# Cypress Bluff Community Development District

**EXHIBIT 1**

## GENERAL LOCATION

NOVEMBER 2, 2017

### LEGEND

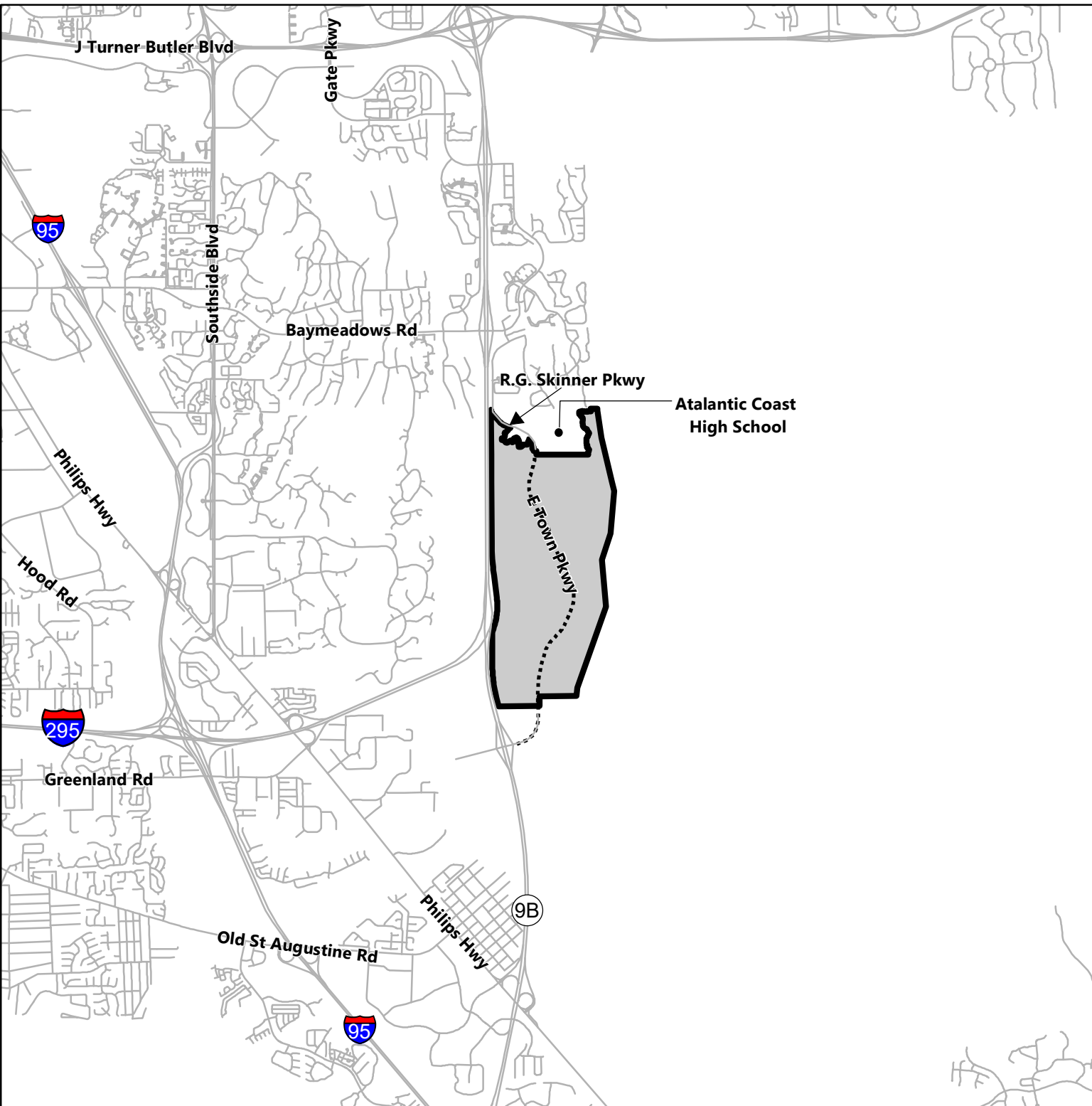


Cypress Bluff CDD



0 3,000 6,000 12,000  
FEET

Source: ETM, Duval County





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Revised December 14, 2017

September 1, 2017

E-Town

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W.O. No.17-160.01

File No. 124B-22.01A

### Cypress Bluff CDD Parcel

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with a portion of Sections 4, 5, 8 and 9, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 33; thence North  $88^{\circ}37'28''$  East, along the Northerly line of said Section 33, a distance of 1343.30 feet to the Point of Beginning.

From said Point of Beginning, thence continue North  $88^{\circ}37'28''$  East, along said Northerly line of said Section 33, a distance of 289.49 feet; thence South  $07^{\circ}44'34''$  East, departing said Northerly line, 1305.77 feet; thence South  $13^{\circ}31'53''$  East, 2389.14 feet; thence South  $04^{\circ}33'08''$  West, 1865.63 feet; thence South  $18^{\circ}03'25''$  West, 1232.39 feet; thence South  $05^{\circ}12'52''$  East, 2061.31 feet; thence South  $19^{\circ}40'49''$  West, 3784.88 feet; thence South  $04^{\circ}56'56''$  West, 366.20 feet; thence South  $89^{\circ}37'47''$  West, 1624.99 feet; thence South  $00^{\circ}22'13''$  East, 418.10 feet; thence South  $88^{\circ}55'30''$  West, 1799.90 feet to a point lying on the Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1; thence Northerly along said Easterly limited access right of way line the following 3 courses: Course 1, thence North  $14^{\circ}27'30''$  West, 403.98 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet; Course 2, thence Northerly along the arc of said curve, through a central angle of  $14^{\circ}09'36''$ , an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $07^{\circ}22'42''$  West, 1363.10 feet; Course 3, thence North  $00^{\circ}17'54''$  West, 1535.00 feet to a point of intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also being on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of  $29^{\circ}31'23''$ , an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $07^{\circ}27'47''$  East, 1528.78 feet; Course 2, thence North  $07^{\circ}17'54''$  West, 984.62 feet to the point of curvature of a curve concave Easterly having a

Revised December 14, 2017

September 1, 2017

E-Town

Page 2 of 4

W.O. No.17-160.01

File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of  $07^{\circ}00'00''$ , an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $03^{\circ}47'54''$  West, 1416.33 feet; Course 4, thence North  $00^{\circ}17'54''$  West, 5839.87 feet to its intersection with the Southwesterly right of way line of R.G. Skinner Parkway, a 110 foot right of way as presently established; thence Southeasterly along said Southwesterly right of way line the following 3 courses: Course 1, thence Southerly departing said Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 300.00 feet, through a central angle of  $43^{\circ}17'06''$ , an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}56'27''$  East, 221.29 feet; Course 2, thence South  $43^{\circ}35'00''$  East, 446.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 600.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of  $25^{\circ}15'01''$ , an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $56^{\circ}12'31''$  East, 262.29 feet; thence South  $68^{\circ}50'01''$  East, continuing along said Southwesterly right of way line, 263.07 feet to a point lying on the boundary line of those lands described and recorded in Official Records Book 14340, page 1809, of the current Public Records of said county; thence Southerly along said boundary line the following 62 courses: Course 1, thence South  $56^{\circ}47'19''$  West, departing said Southwesterly right of way line, 34.93 feet; Course 2, thence South  $59^{\circ}53'26''$  West, 60.77 feet; Course 3, thence South  $28^{\circ}07'37''$  West, 63.38 feet; Course 4, thence South  $36^{\circ}12'31''$  West, 52.77 feet; Course 5, thence South  $44^{\circ}25'16''$  West, 53.99 feet; Course 6, thence South  $60^{\circ}24'13''$  West, 59.40 feet; Course 7, thence South  $37^{\circ}46'20''$  West, 47.85 feet; Course 8, thence South  $12^{\circ}02'36''$  East, 52.58 feet; Course 9, thence South  $13^{\circ}05'33''$  East, 42.42 feet; Course 10, thence South  $16^{\circ}44'01''$  West, 33.11 feet; Course 11, thence South  $18^{\circ}07'14''$  West, 49.93 feet; Course 12, thence South  $23^{\circ}19'42''$  West, 58.13 feet; Course 13, thence North  $84^{\circ}25'00''$  West, 84.95 feet; Course 14, thence South  $00^{\circ}24'25''$  East, 68.26 feet; Course 15, thence South  $81^{\circ}52'44''$  East, 73.42 feet; Course 16, thence South  $35^{\circ}00'24''$  East, 50.94 feet; Course 17, thence South  $42^{\circ}29'27''$  East, 63.28 feet; Course 18, thence South  $72^{\circ}15'25''$  East, 65.91 feet; Course 19, thence North  $73^{\circ}27'14''$  East, 68.75 feet; Course 20, thence North  $51^{\circ}47'07''$  East, 59.88 feet; Course 21, thence North  $65^{\circ}14'07''$  East, 63.44 feet; Course 22, thence South  $44^{\circ}57'44''$  East, 51.37 feet; Course 23, thence South  $41^{\circ}27'00''$  East, 50.99 feet; Course 24, thence North  $68^{\circ}09'16''$  East, 90.76 feet; Course 25, thence North  $00^{\circ}26'34''$  West, 52.95 feet; Course 26, thence North  $39^{\circ}25'04''$  West, 59.68 feet; Course 27, thence North  $46^{\circ}31'57''$  East, 62.01 feet; Course 28, thence North  $50^{\circ}00'38''$  East, 57.16 feet; Course 29, thence North  $88^{\circ}38'44''$  East, 49.62 feet; Course 30, thence South  $67^{\circ}21'23''$  East, 54.16 feet; Course 31, thence South  $14^{\circ}50'50''$  East, 56.43 feet; Course 32, thence South  $48^{\circ}06'29''$  East, 55.42 feet; Course 33, thence South  $04^{\circ}06'11''$  East, 57.55 feet; Course 34, thence South  $38^{\circ}52'42''$  West, 48.46 feet; Course 35, thence South  $08^{\circ}09'16''$  West, 60.88 feet; Course 36, thence South  $29^{\circ}03'41''$  East, 51.97 feet; Course 37, thence South  $07^{\circ}41'54''$  East, 90.90 feet; Course 38, thence South  $75^{\circ}57'31''$  East, 33.30 feet; Course 39, thence South  $80^{\circ}17'39''$  East,



Revised December 14, 2017

September 1, 2017

E-Town

Page 3 of 4

W.O. No.17-160.01

File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

50.60 feet; Course 40, thence North 57°17'36" East, 58.75 feet; Course 41, thence North 17°44'41" East, 38.19 feet; Course 42, thence North 41°44'07" East, 55.91 feet; Course 43, thence South 78°01'28" East, 36.71 feet; Course 44, thence North 76°54'19" East, 50.12 feet; Course 45, thence South 78°17'09" East, 69.51 feet; Course 46, thence North 85°04'13" East, 33.16 feet; Course 47, thence North 35°50'17" East, 30.71 feet; Course 48, thence North 05°06'56" East, 69.39 feet; Course 49, thence North 25°14'24" East, 59.38 feet; Course 50, thence North 36°08'27" East, 68.81 feet; Course 51, thence North 42°18'11" West, 56.04 feet; Course 52, thence North 01°48'23" East, 43.34 feet; Course 53, thence South 71°57'16" East, 51.30 feet; Course 54, thence South 45°25'16" East, 54.76 feet; Course 55, thence South 19°52'56" West, 39.91 feet; Course 56, thence South 14°36'39" East, 42.26 feet; Course 57, thence South 40°20'23" East, 57.10 feet; Course 58, thence South 59°04'18" East, 52.23 feet; Course 59, thence South 13°07'44" East, 44.38 feet; Course 60, thence South 24°46'40" East, 56.39 feet; Course 61, thence South 26°06'15" East, 32.51 feet; Course 62, thence South 02°12'11" West, 41.80 feet; thence South 45°09'13" East, departing said boundary line, 35.48 feet to the Northeast corner of those lands described and recorded in Official Records Book 14863, page 469, of said current Public Records; thence North 89°59'26" West, along the Northerly line of said Official Records Book 14863, page 469, a distance of 70.00 feet to the Northwest corner thereof; thence South 00°00'34" West, along the Westerly line of last said lands, 65.00 feet to the Southwest corner thereof; thence South 89°59'26" East, along the Southerly line of said lands, 70.00 feet to the Southeast corner thereof, said corner lying on said Southwesterly right of way line of R.G. Skinner Parkway; thence South 00°00'34" West, along said Southwesterly right of way line, 107.34 feet to a point lying on the Southerly terminus of said R.G. Skinner Parkway; thence South 89°59'26" East, departing said Southwesterly right of way line and along said Southerly terminus, 110.00 feet to a point lying on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly lines of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North 06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 57.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°51'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'55" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25,

Revised December 14, 2017

September 1, 2017

E-Town

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W.O. No.17-160.01

File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

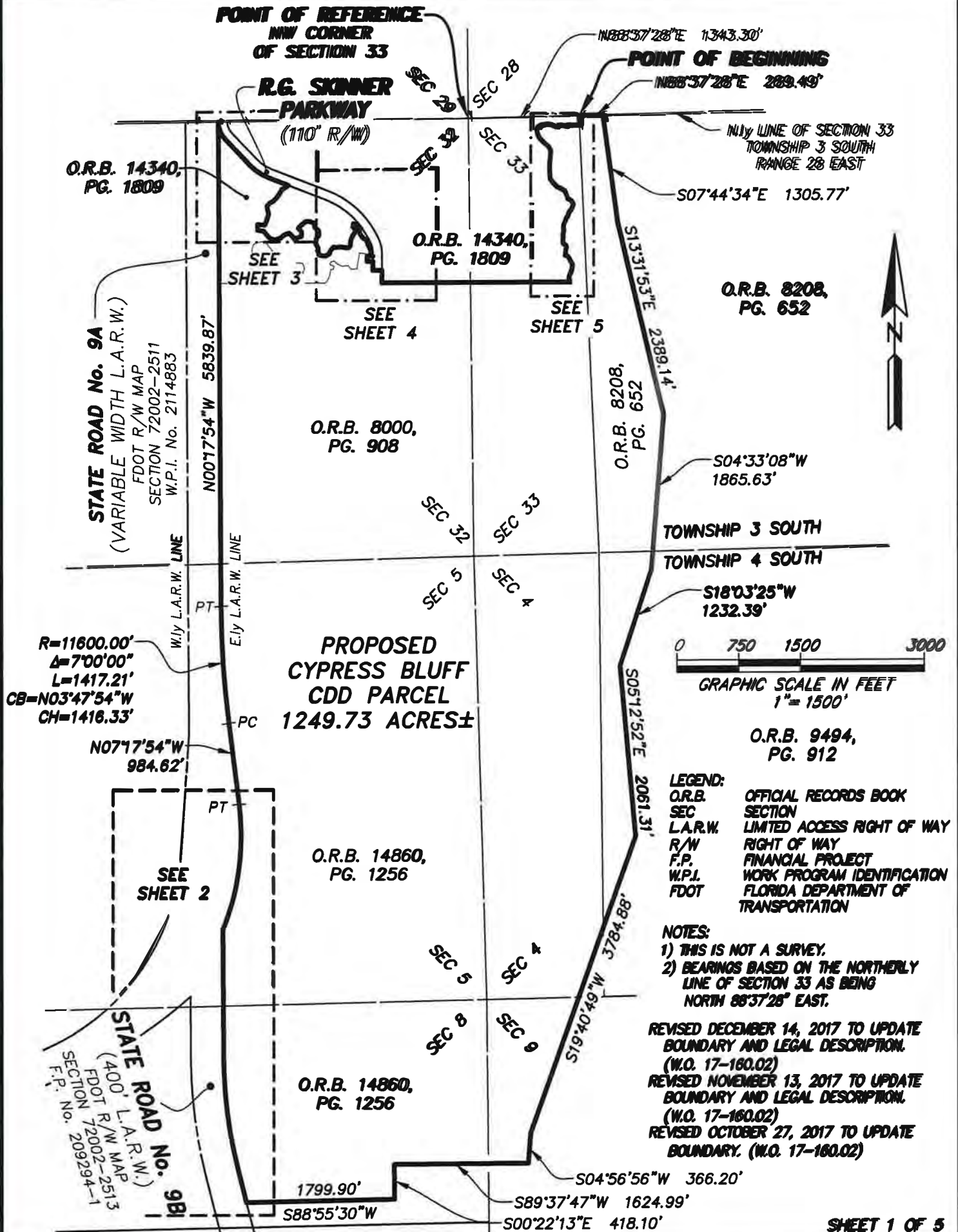
thence North 24°38'30" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 88.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 68.30 feet; Course 46, thence North 45°34'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South 87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to the Point of Beginning.

Containing 1249.73 acres, more or less.



# SKETCH TO ACCOMPANY DESCRIPTION OF

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA,  
BEING MORE PARTICULARLY DESCRIBED IN SEPARATE ATTACHMENT.



**ROBERT M. ANGAS ASSOCIATES, INC.**  
**SURVEYORS • PLANNERS • CIVIL ENGINEERS**

14775 Old St. Augustine Road, Jacksonville, FL 32258  
Tel: (904) 642-8550 Fax: (904) 642-4165  
Certificate of Authorization No.: LB 3624

**DATE: SEPTEMBER 1, 2017**

**SCALE: 1"=1500'**

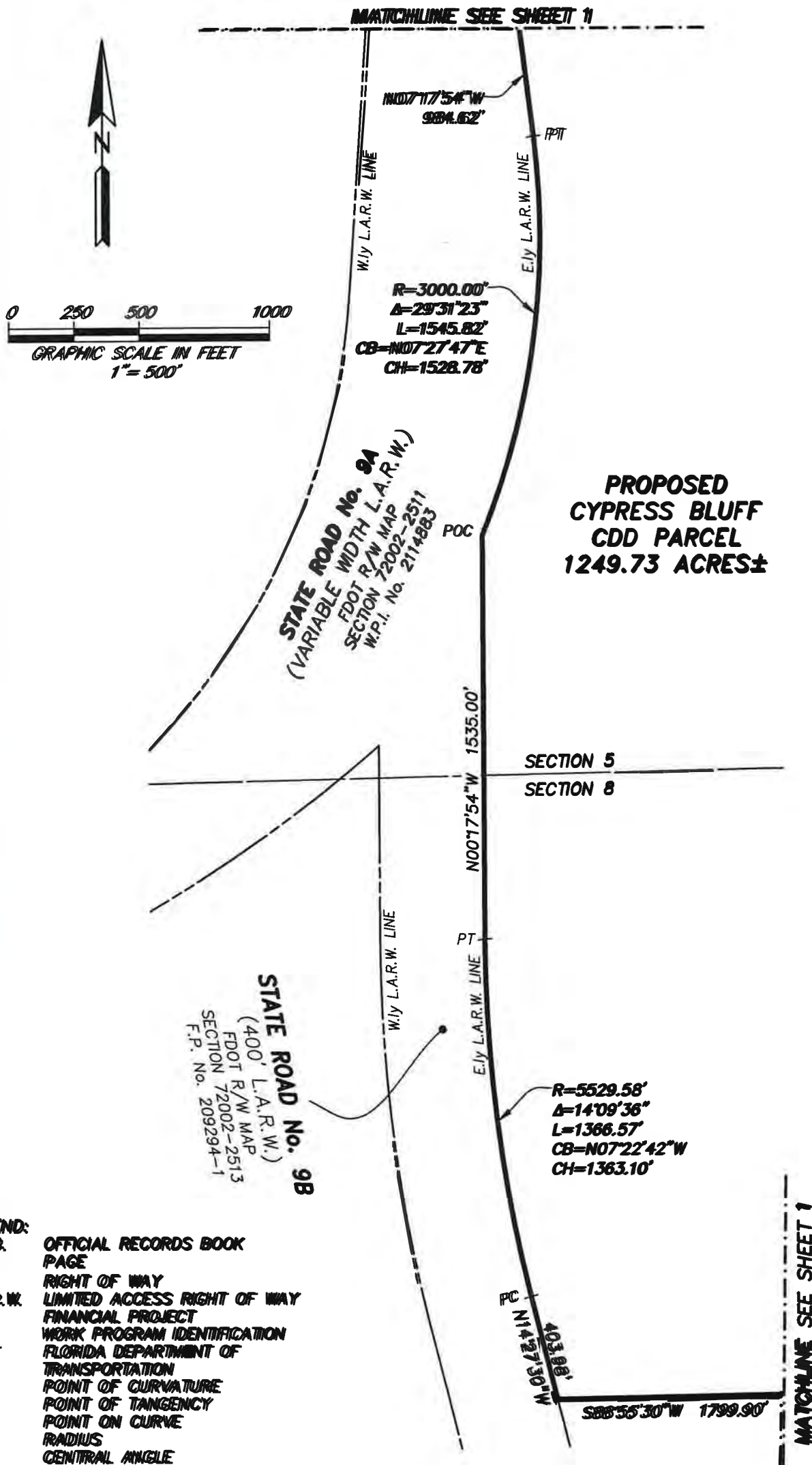
**ORDER NO.: 117-160.01 FILE NO.: 1124B-222.01A DRAWN BY: ASH**

**NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.**

**ANDREW D. KNUFFEL**  
**PROFESSIONAL SURVEYOR AND MAPPER**  
**STATE OF FLORIDA LS No. 6511**

**CAD FILE: I:\Survey\RMApro\Davis 98 Interchange Land\Sketches\E-Town\CDD Parcel Rev2.dwg**

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,  
RANGE 28 EAST, DUNAL COUNTY, FLORIDA.



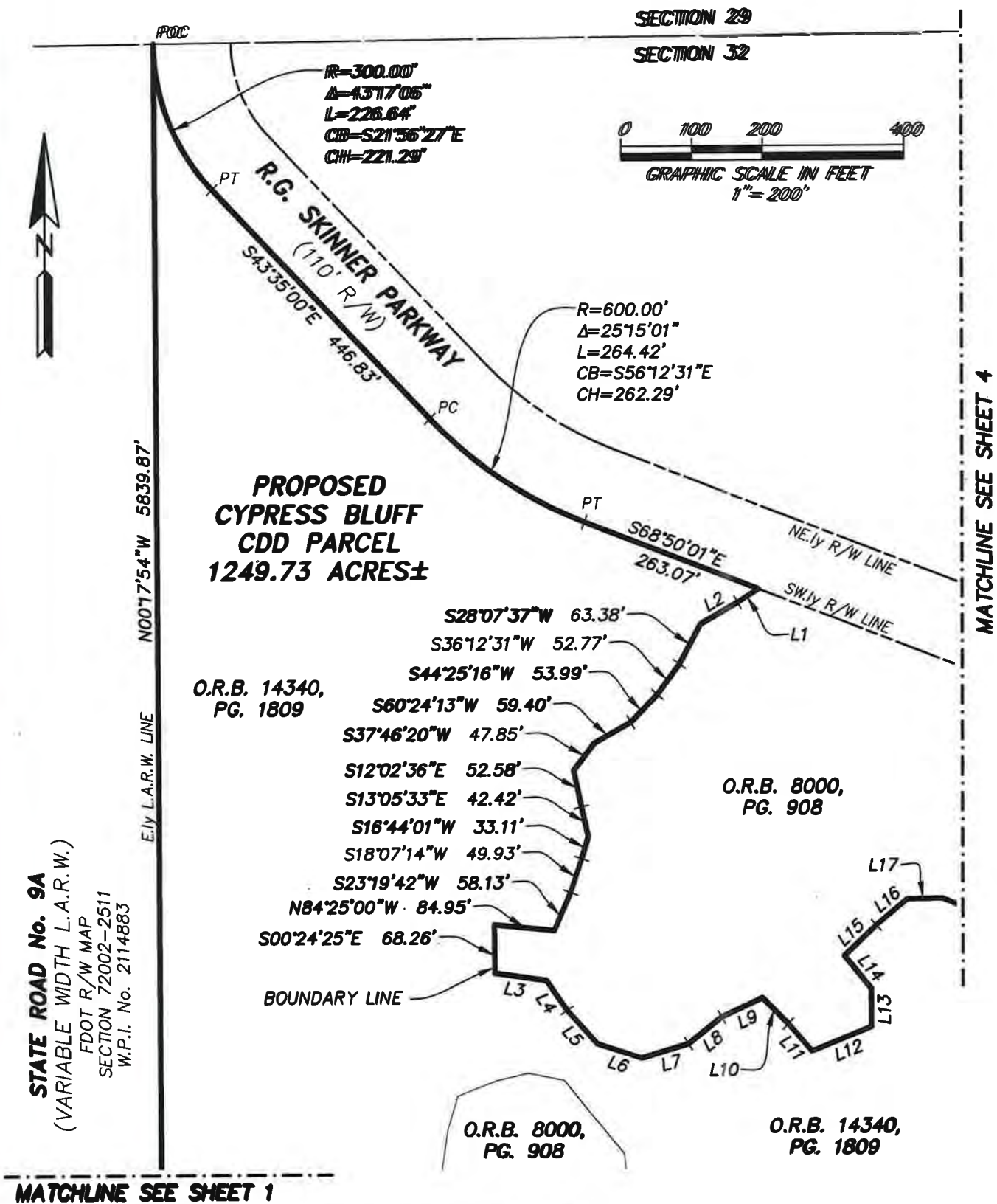
**LEGEND:**  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
R/W RIGHT OF WAY  
L.A.R.W. LIMITED ACCESS RIGHT OF WAY  
F.P. FINANCIAL PROJECT  
W.P.I. WORK PROGRAM IDENTIFICATION  
FDOT FLORIDA DEPARTMENT OF  
TRANSPORTATION  
PC POINT OF CURVATURE  
PT POINT OF TANGENCY  
POC POINT ON CURVE  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD DISTANCE

SHEET 2 OF 5  
SEE SHEET 1 FOR NOTES.

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
144775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8550  
CERTIFICATE OF AUTHORIZATION NO. LP 3624



A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



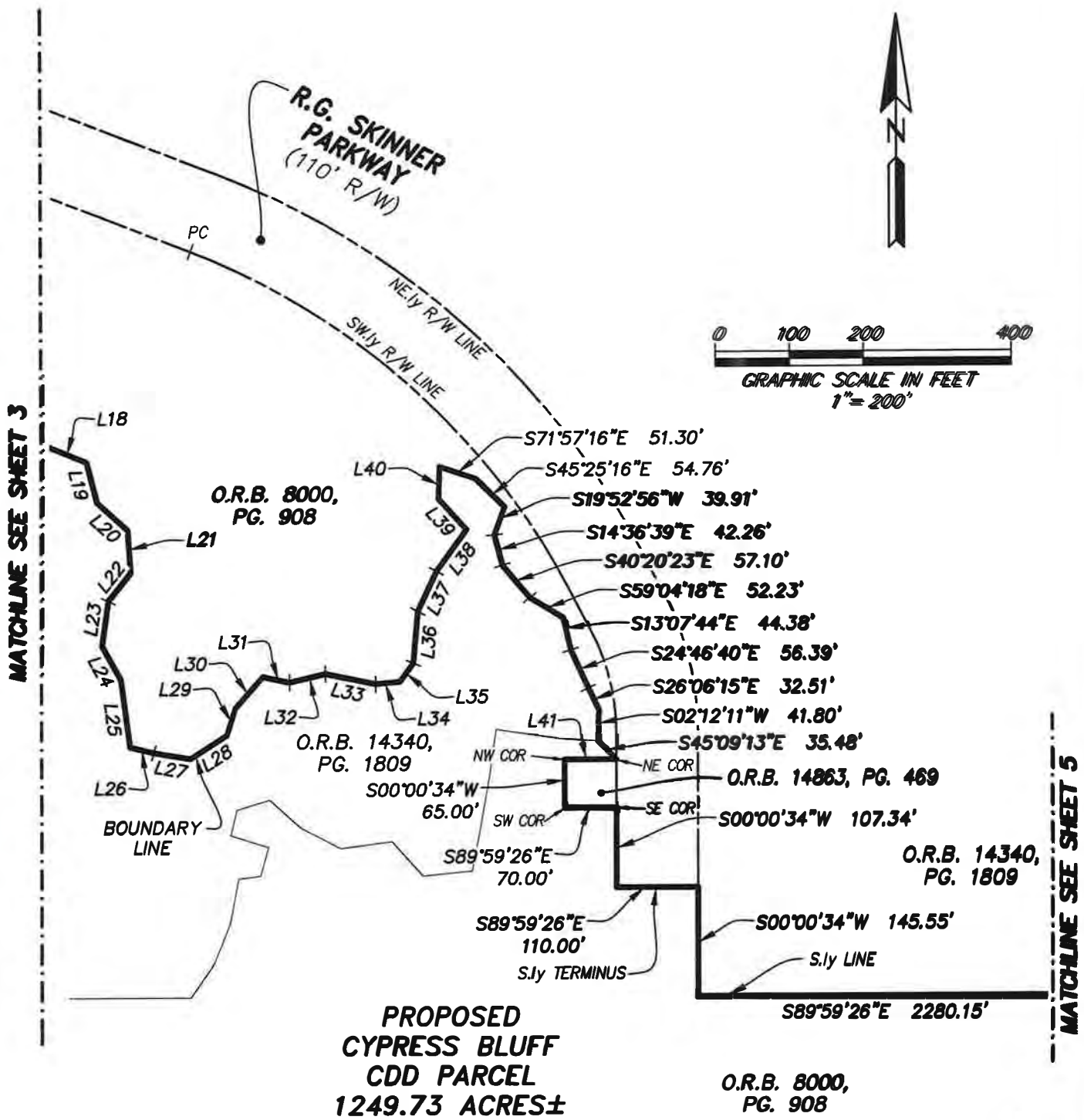
LINE TABLE		
LINE	BEARING	LENGTH
L1	S56°47'19"W	34.93'
L2	S59°53'26"W	60.77'
L3	S81°52'44"E	73.42'
L4	S35°00'24"E	50.94'
L5	S42°29'27"E	63.28'
L6	S72°15'25"E	65.91'
L7	N73°27'14"E	68.75'
L8	N51°47'07"E	59.88'
L9	N65°14'07"E	63.44'

LINE TABLE		
LINE	BEARING	LENGTH
L10	S44°57'44"E	51.37'
L11	S41°27'00"E	50.99'
L12	N68°09'16"E	90.76'
L13	N00°26'34"W	52.95'
L14	N39°25'04"W	59.68'
L15	N46°31'57"E	62.01'
L16	N50°00'38"E	57.16'
L17	N88°38'44"E	48.62'

SHEET 3 OF 5  
SEE SHEET 1 FOR NOTES.

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
14775 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32258 (904) 642-8850  
CERTIFICATE OF AUTHORIZATION NO. LB 3624

A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



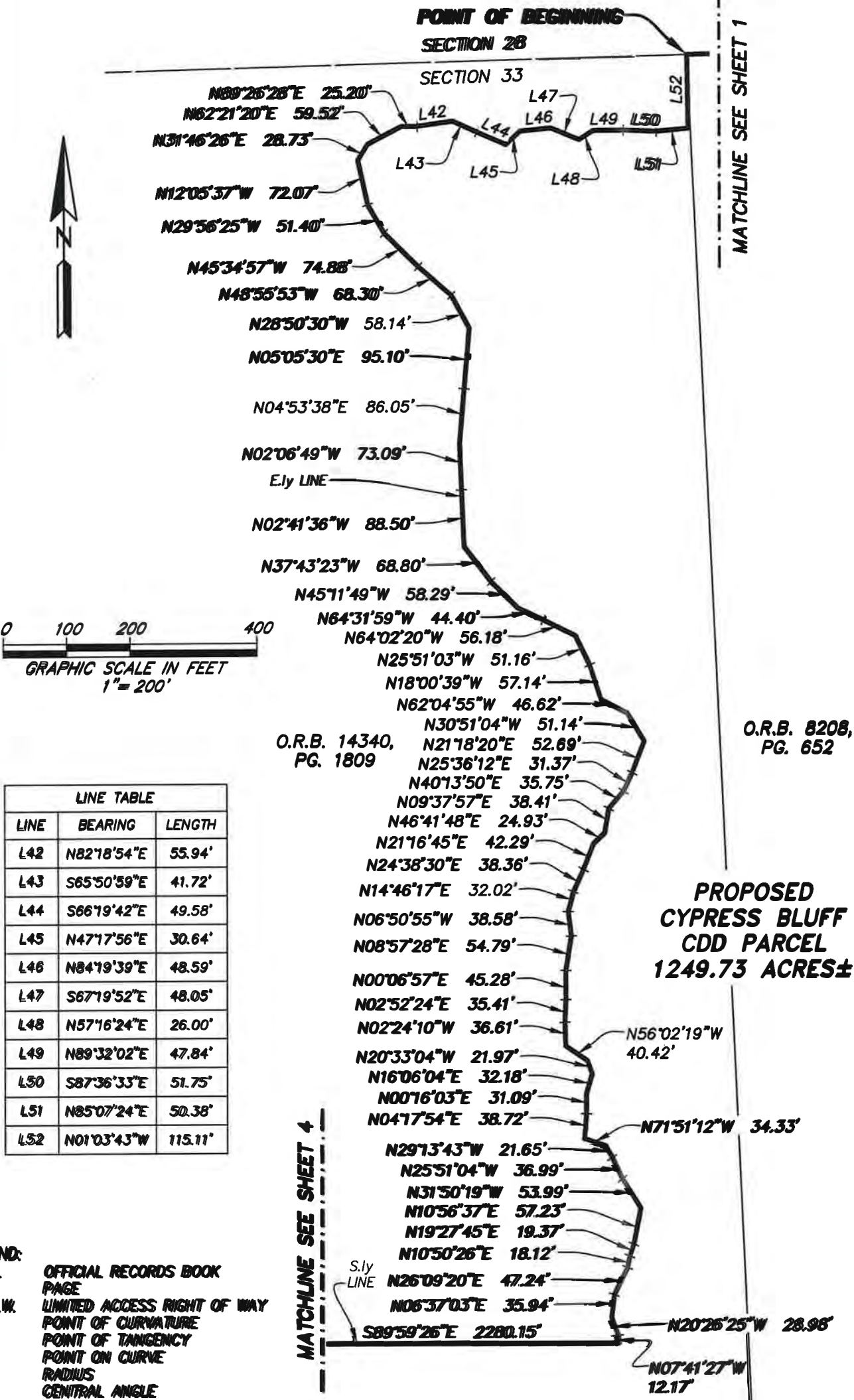
**LEGEND:**  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
R/W RIGHT OF WAY  
L.A.R.W. LIMITED ACCESS RIGHT OF WAY  
COR CORNER  
PC POINT OF CURVATURE  
PT POINT OF TANGENCY  
POC POINT ON CURVE  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
CB CHORD BEARING  
CH CHORD DISTANCE  
L1 TABULATED LINE DATA

LINE TABLE		
LINE	BEARING	LENGTH
L18	S67°21'23"E	54.16'
L19	S14°50'50"E	56.43'
L20	S48°06'29"E	55.42'
L21	S04°06'11"E	57.55'
L22	S38°52'42"W	48.46'
L23	S08°09'16"W	60.88'
L24	S29°03'41"E	51.97'
L25	S07°41'54"E	90.90'
L26	S75°57'31"E	33.30'
L27	S80°17'39"E	50.60'
L28	N57°17'36"E	58.75'
L29	N17°44'41"E	38.19'

LINE TABLE		
LINE	BEARING	LENGTH
L30	N41°44'07"E	55.91'
L31	S78°01'28"E	36.71'
L32	N76°54'19"E	50.12'
L33	S78°17'09"E	69.51'
L34	N85°04'13"E	33.16'
L35	N35°50'17"E	30.71'
L36	N05°06'56"E	69.39'
L37	N25°14'24"E	59.38'
L38	N36°08'27"E	68.81'
L39	N42°18'11"W	56.04'
L40	N01°48'23"E	43.34'
L41	N89°59'26"W	70.00'



A PORTION OF SECTIONS 32 AND 33, TOWNSHIP 3 SOUTH, RANGE 28 EAST,  
TOGETHER WITH A PORTION OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 4 SOUTH,  
RANGE 28 EAST, DUVAL COUNTY, FLORIDA.



O.R.B. 8208,  
PG. 652

**LEGEND:**  
O.R.B. OFFICIAL RECORDS BOOK  
PG. PAGE  
L.A.R.W. LIMITED ACCESS RIGHT OF WAY  
PC POINT OF CURVATURE  
PT POINT OF TANGENCY  
POC POINT ON CURVE  
R RADIUS  
Δ CENTRAL ANGLE  
L ARC LENGTH  
CB CHORD BEARING  
CD CHORD DISTANCE  
L1 TABULATED LINE DATA

SHEET 5 OF 5  
SEE SHEET 1 FOR NOTES.

PREPARED BY:  
**ROBERT M. ANGAS ASSOCIATES, INC.**  
140725 OLD ST. AUGUSTINE ROAD  
JACKSONVILLE, FL 32238 (904) 642-8880  
CERTIFICATE OF AUTHORIZATION NO. LB 3824

# Cypress Bluff Community Development District

**EXHIBIT 4**

## EXISTING/FUTURE LAND USE

NOVEMBER 2, 2017

### LEGEND

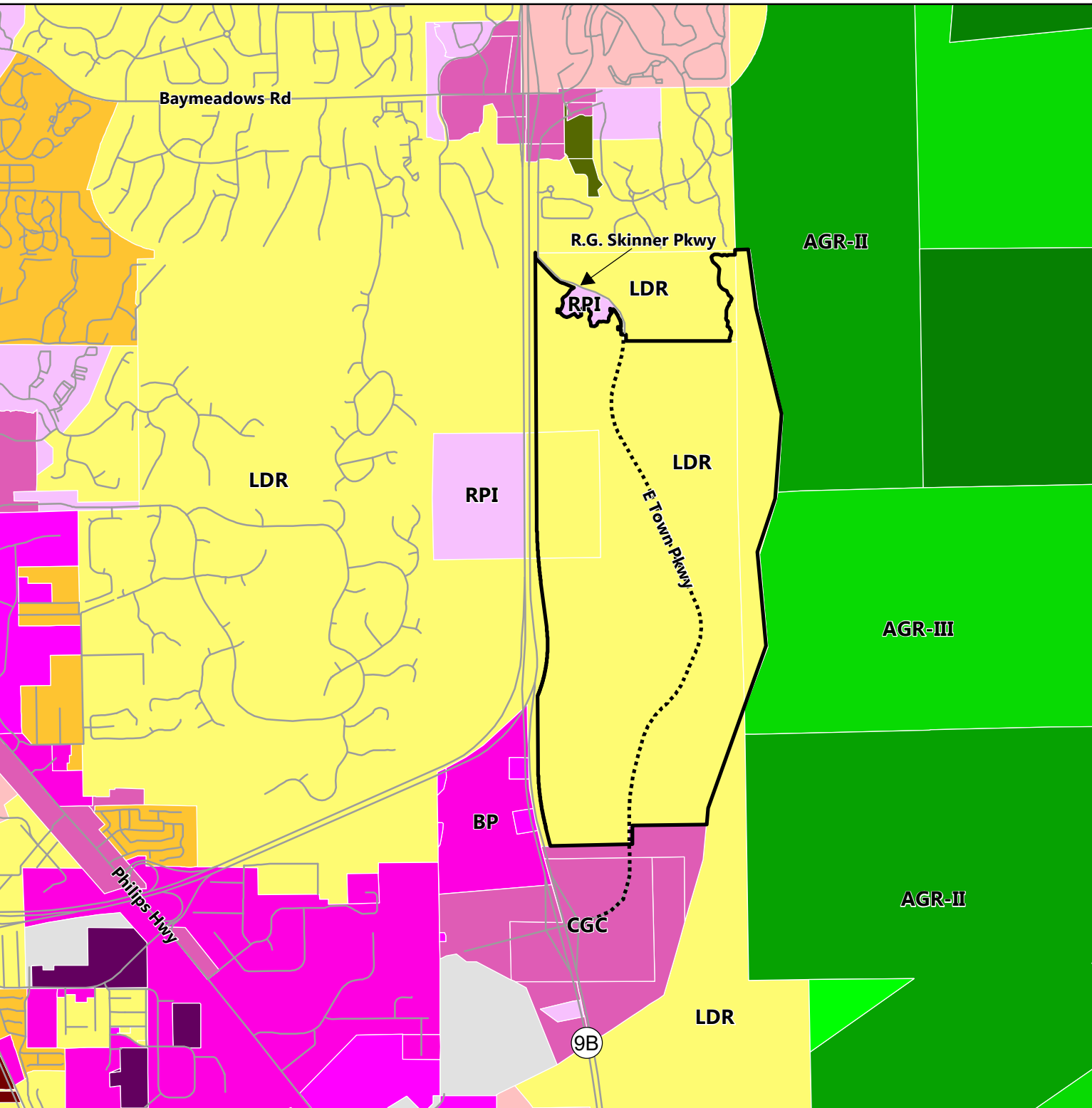


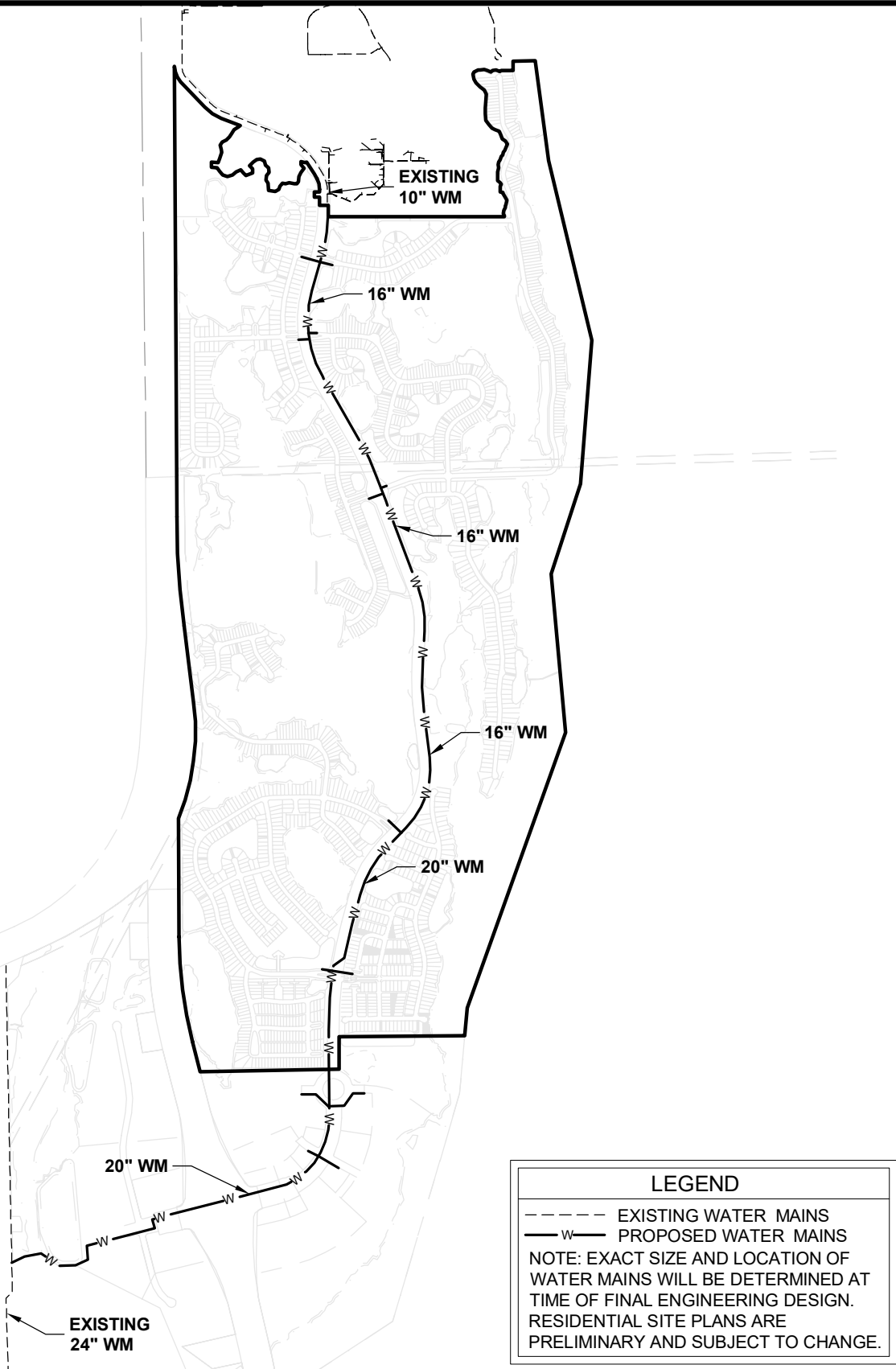
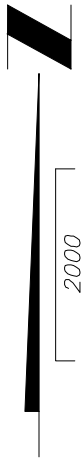
Cypress Bluff CDD



0 1,500 3,000 6,000  
FEET

Source: ETM, Duval County



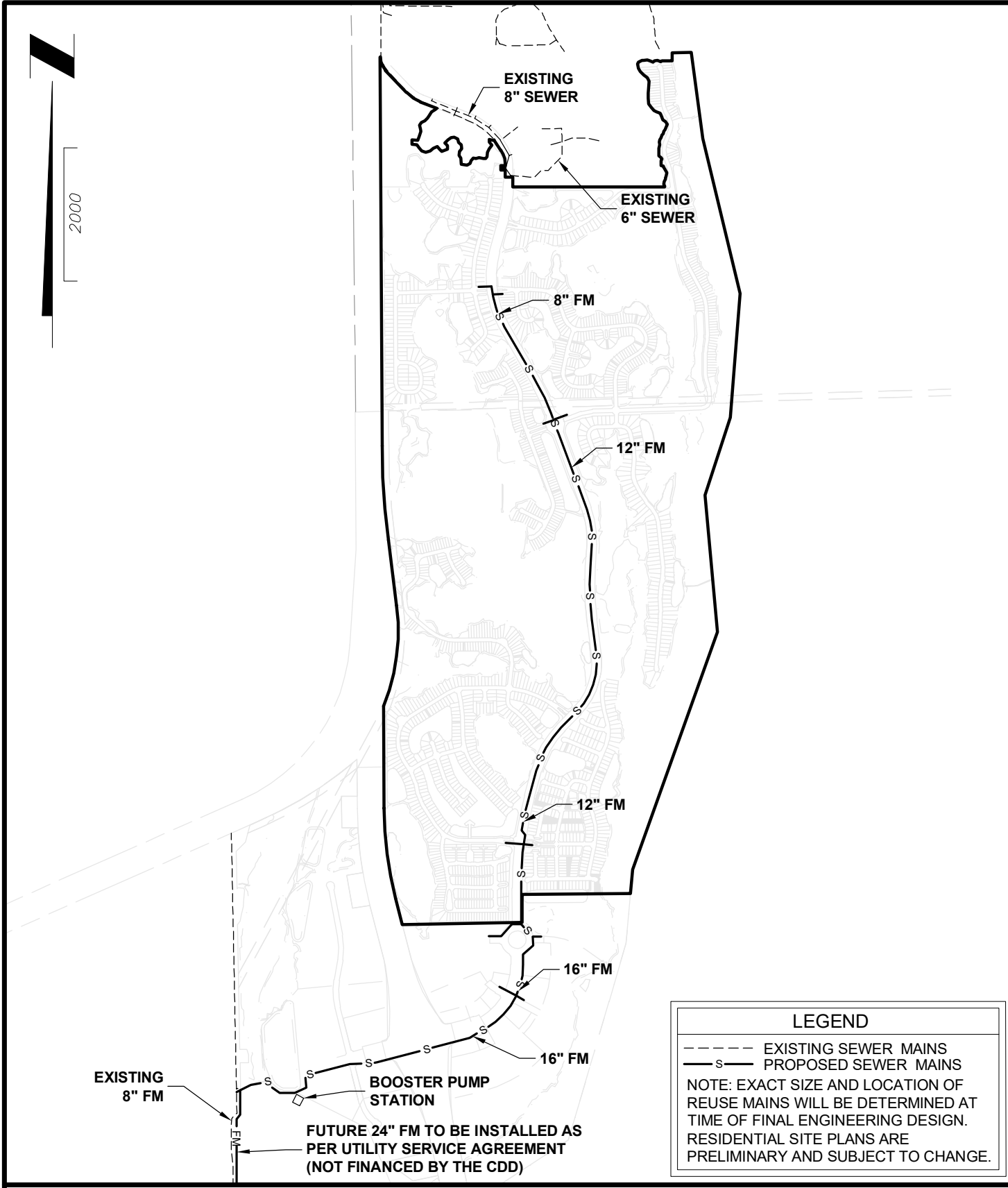


VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## EXHIBIT 5 PAGE 1 OF 3

### MASTER WATER PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT



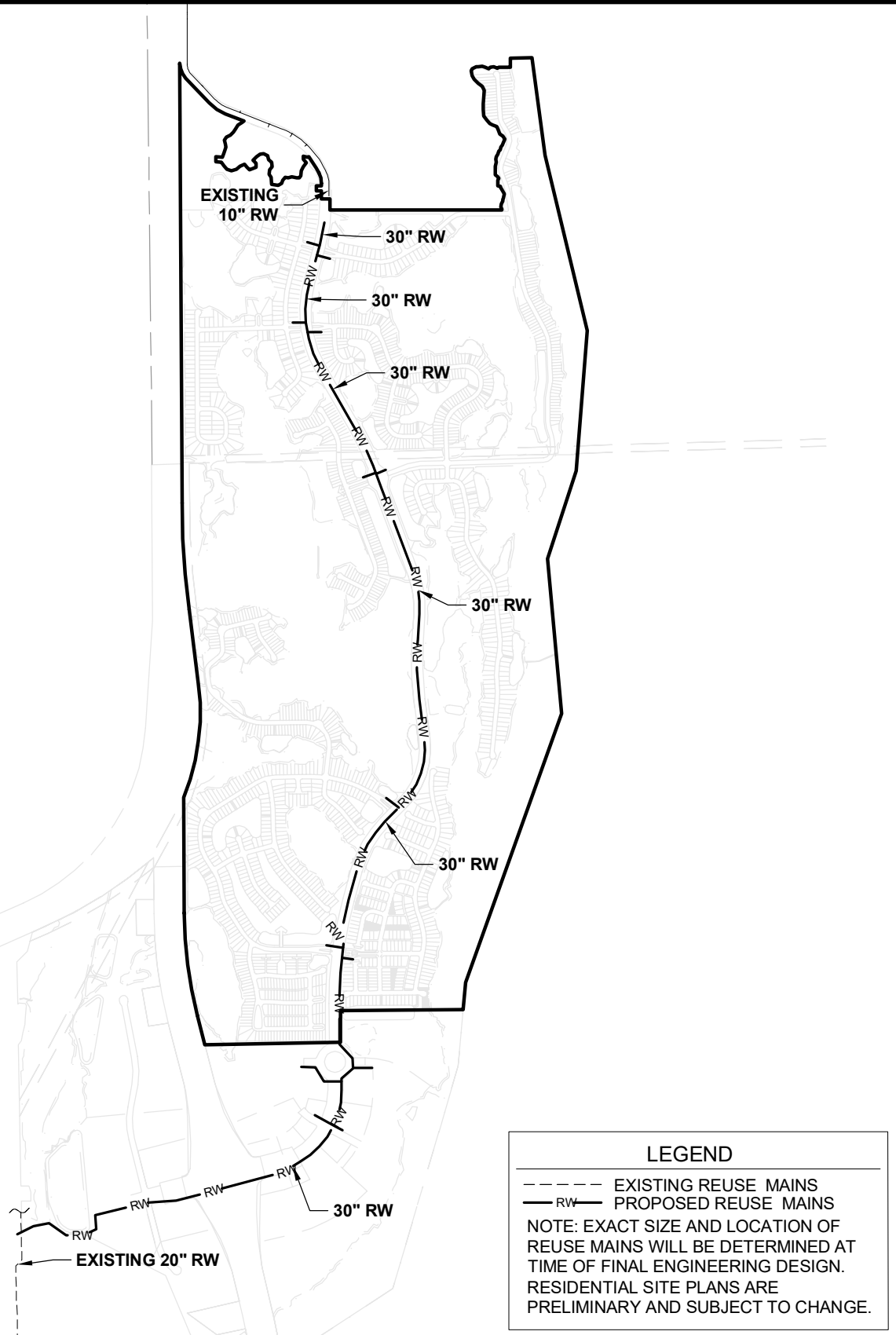
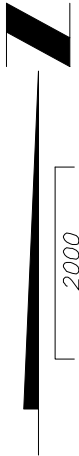
VISION - EXPERIENCE - RESULTS  
 ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
 TEL: (904) 642-8990, FAX: (904) 646-9485  
 CA - 00002584 LC - 0000316

## EXHIBIT 5 PAGE 2 OF 3

### MASTER SANITARY SEWER PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT





VISION - EXPERIENCE - RESULTS  
ENGLAND - THIMS & MILLER, INC.

14775 Old St. Augustine Road, Jacksonville, FL 32258  
TEL: (904) 642-8990, FAX: (904) 646-9485  
CA - 00002584 LC - 0000316

## EXHIBIT 5 PAGE 3 OF 3

### MASTER REUSE PLAN CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT

**EXHIBIT 6**  
**DISTRICT INFRASTRUCTURE IMPROVEMENTS**  
**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

<b>Description of Improvements</b>	<b><u>Construction Entity</u><sup>5</sup></b>	<b><u>Final Owner</u></b>	<b><u>Maintenance Entity</u></b>
E-Town Parkway/R.G. Skinner Parkway Landscape/Irrigation	Developer	COJ/CDD <sup>1</sup>	COJ/CDD <sup>1</sup>
E-Town Parkway/R.G. Skinner Parkway Hardscape/Signage	Developer	COJ/CDD <sup>1</sup>	COJ/CDD <sup>1</sup>
E-Town Parkway/R.G. Skinner Parkway Fencing	Developer	CDD	CDD
E-Town Parkway/R.G. Skinner Electric/Street Lighting	Developer	JEA <sup>4</sup>	JEA <sup>4</sup>
Utilities (Water, Sewer, Electrical, Street Lighting)	Developer	JEA	JEA
Stormwater Systems	Developer	CDD	CDD
Roadway Improvements	Developer	COJ/HOA <sup>2</sup>	COJ/HOA <sup>2,3</sup>
Recreational Improvements	CDD	CDD	CDD

Notes:

<sup>1</sup>COJ is expected to operate and maintain the right of way infrastructure; CDD may provide enhanced landscape maintenance through an interlocal agreement with the city.

<sup>2</sup>HOA will be responsible for operation and maintenance of all roadways which COJ will not own (private roads, alleys, etc.) and that are not funded by the CDD.

<sup>3</sup>HOA may provide enhanced maintenance on COJ owned roads.

<sup>4</sup>Funding for electricity provided by COJ.

<sup>5</sup>It is currently the intention of the CDD to acquire E-Town Parkway landscape, irrigation, hardscape, signage, street lighting, electrical, master utilities, and ponds and for the CDD to construct the master recreational improvements including the amenity center. These plans are subject to change.

COJ = City of Jacksonville

CDD = Community Development District

JEA = Jacksonville Electric Authority

HOA = Home Owners Association

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

**EXHIBIT 7**  
**COST ESTIMATE SHEET**  
**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

INFRASTRUCTURE COSTS	Total	Annual Outlay <sup>4</sup>		
		2018	2019	2020
1. E-Town Parkway/R.G. Skinner Parkway Landscape/Irrigation	\$1,035,000	80%	20%	
2. E-Town Parkway/R.G. Skinner Parkway Hardscape/Signage	\$172,500	50%	50%	
3. E-Town Parkway/R.G. Skinner Parkway Fencing	\$949,929	30%	40%	30%
4. E-Town Parkway/R.G. Skinner Electric/Street Lighting	\$2,587,500	30%	40%	30%
5. Utilities (Water, Sewer, Electrical, Street Lighting) <sup>1,2</sup>	\$8,040,145	30%	40%	30%
6. Stormwater Systems	\$7,124,544	50%	30%	20%
7. Roadway Improvements	\$26,812,800	30%	40%	30%
8. Recreational Improvements <sup>3</sup>	\$15,480,000	30%	40%	30%
9. Engineering, Testing, Planning, CEI, Mobilization, As-builts, Erosion Control, Etc.	\$13,901,617	30%	40%	30%
<b>TOTAL COSTS</b>	<b>\$76,104,034</b>			

1. Includes Transmission (Trunk) Water, Sewer (Force Main), and JEA Electric. Costs include Booster Pump Station and Reuse Pump Stations.

2. Reclaimed water improvements will be funded by JEA pursuant to the Master Utility Agreement.

3. These estimates contemplate the exercise of special powers pursuant to Sections 190.012(2)(a) and 190.012(2)(d), Florida Statutes.

4. Represents anticipated annual outlay of costs based on anticipated construction timeline.

Note: This exhibit identifies the current intentions of the District and is subject to change based upon various factors such as future development plans or market conditions.

**DRAFT**  
**Cypress Bluff**  
**Community Development District**

**Master Special Assessment Methodology Report**

**August 20, 2018**

**Prepared by**

**Governmental Management Services, LLC**

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## **1.0 Introduction**

### **1.1 Purpose**

This report provides a methodology for allocating the proposed debt to be incurred by the Cypress Bluff Community Development District ("Cypress Bluff CDD", "Cypress Bluff" or "District") to properties in the District and for allocating the initial par amount of bonds which could be issued by the District to fund certain infrastructure improvements. The District's debt will fund infrastructure improvements that will allow the development of the property in the District. The methodology allocates this debt to properties based upon the special benefits each receives from the infrastructure program. In this case the property located within the District includes approximately 1,249.70 total acres and 547.03 developable acres located in The City of Jacksonville ("Jacksonville" or "COJ"), Florida. This report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of the case law on this subject.

### **1.2 Scope of the Report**

This report presents the master projections for financing the District's capital requirements necessary to provide the community infrastructure improvements (the "Capital Improvement Program", "CIP" or "Improvements") described in the District Engineer's Report developed by England, Thims & Miller, dated 7/30/18 (the "Engineer's Report"). The Report also describes the master apportionment of benefits and special assessments resulting from the provision of improvements to the lands within the District.

### **1.3 Special Benefits and General Benefits**

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

However, as discussed within this report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within the District. The improvements enable properties within the District boundaries to be developed. Without the Improvements, there would be no infrastructure to support development of land within the District. Without these Improvements, state law would prohibit development of property within the District.

There is no doubt that the general public, property owners, and property outside the District will benefit from the provision of the Improvements. However, these are incidental to the Improvement Program, which is designed solely to provide special benefits peculiar to property within the District. Properties outside the District do not depend upon the District's Capital Improvement Program as defined herein to obtain, or to maintain their development entitlements. This fact alone clearly distinguishes the special benefits which District properties receive compared to those lying outside of the District's boundaries. Even though the exact value of the benefits provided by the Improvements is difficult to estimate at this point, it is nevertheless greater than the costs associated with providing same.

#### **1.4 Organization of this Report**

*Section Two* describes the development program as proposed by the Developer.

*Section Three* provides a summary of the Capital Improvement Program for the District as determined by the District Engineer.

*Section Four* discusses the financing program for the District.

*Section Five* introduces the Assessment Methodology.

## **2.0 Development Program for Cypress Bluff**

### **2.1 Overview**

The Cypress Bluff development is designed as a planned residential community, located within Jacksonville, Florida. The proposed land use within the District is consistent with Jacksonville Land Use and Comprehensive Plans.

### **2.2 The Development Program**

The Development will consist of approximately 1,520 single-family residential homes which includes 345 Active Adult homes.

## **3.0 The Capital Improvement Program for Cypress Bluff**

### **3.1 Engineering Report**

The Improvements to be funded by the Cypress Bluff CDD are determined by the District Engineer in the Engineer's Report. Only infrastructure that may qualify for bond financing by the District under Chapter 190, Florida Statutes, was included in these estimates.

### **3.2 Capital Improvement Program**

The proposed Improvements to serve the development consist of improvements associated with the roadway E Town Parkway/Skinner Parkway such as utilities, landscape, hardscape and electric and master recreation improvements as well as neighborhood improvements (the "Capital Improvement Program", "CIP" or "Improvements"). The Improvements to be constructed, will represent a system of improvements that irrespective of certain exceptions described further in Section 5.1 of this Report, will provide benefits to all lands within the District.

At the time of this writing, the total costs of the District's Capital Improvement Program according to the District



Engineer's Report dated 7/30/18 were projected at \$76,104,034 consisting of Master Infrastructure Costs of \$17,736,034 and Neighborhood Infrastructure costs of \$58,368,000. These costs include provisions for contingency, design and permitting.

## **4.0 Financing Program for Cypress Bluff**

### **4.1 Overview**

As noted above, the District is embarking on a program of capital improvements, which will facilitate the development of lands within the District. Construction of certain Improvements may be funded by the Developer and acquired by the District under an agreement between the District and the Developer, or may be funded directly by the District. The structure of financing presented below is preliminary and subject to change.

It is currently contemplated that the District will finance all or a portion of its Improvements with Special Assessment Bonds. The preliminary financing plan for the District anticipates the issuance of Special Assessment Bonds to fund all or a portion of the District's Capital Improvement Program in the principal amount of \$22,460,000 for Master Infrastructure (**Table 3**) and \$73,540,000 for Neighborhood Infrastructure (**Table 4**).

### **4.2 Types of Special Assessment Bonds Proposed**

The Special Assessment Bonds preliminary sizing assumes an issuance date of January 1, 2019. Special Assessment Bonds will be repaid with thirty principal installments commencing on May 1, 2021 with interest paid semiannually every May 1 and November 1 commencing May 1, 2019. Included with the bond funding is a provision for approximately 22 months of capitalized interest, thru November 1, 2020.

As projected in the current master financing plan, in order to finance all or a portion of the District's CIP, the District will need to potentially incur indebtedness in the total amount of

approximately \$22,460,000 for Master Infrastructure and \$73,540,000 for Neighborhood Infrastructure.

The difference between the Bond debt and the CIP is comprised of costs of issuance including underwriter's discount and professional fees associated with debt issuance, capitalized interest costs through 11/1/20, and a debt service reserve equal to the maximum annual debt service.

Preliminary sources and uses of funding are presented in **Tables 3 and 4** in the Appendix.

Please note that the structure of the Special Assessment Bonds is preliminary and may change due to changes in the development program, market conditions, timing of infrastructure installation as well as other reasons. The District maintains complete flexibility as to the structure of the Special Assessment Bonds.

## **5.0 Assessment Methodology**

### **5.1 Overview**

Special Assessment Bonds provide the District with funds to construct and/or acquire the CIP outlined in Section 3.2. These Improvements lead to special and general benefits, with special benefits accruing generally to the properties within the boundaries of the District and general benefits accruing to areas outside the District and being only incidental in nature. The debt incurred in financing the Improvements will be paid off by assessing properties that derive special and peculiar benefits from the proposed projects. All properties that receive special benefits from the District's improvement program will be assessed. As detailed in the assignment of debt the Active Adult community will not have access to the District Amenity and as such no benefit for Recreation will be assigned to the Active Adult lots.

## 5.2 Assigning Debt

The current development plan for the District projects construction of infrastructure for approximately 1,520 single-family residential homes, which includes 345 Active Adult homes, however, the planned unit numbers and land use types may change.

The Improvements provided by the District will include Master Infrastructure Improvements of recreation facilities and utilities, landscape, hardscape and electric to E-Town Parkway/R.G. Skinner Parkway. Neighborhood Infrastructure Improvements will include collector roads, stormwater ponds, neighborhood signage, neighborhood amenity centers, neighborhood parks, sewage pump stations, subdivision roads, clearing, filling, and JEA underground electric.

All residential development within the District will benefit from the **Master Improvements** to E-Town Parkway and R.G. Skinner Parkway, as the Improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements. Active Adult, however, will not benefit from the Master Recreation Improvements as the Active Adult community will not have access to the Master Recreation improvements.

Benefited units for Master Improvements will be based on an equivalent residential unit ("ERU") of 1.0 for each lot within the District, except Active Adult will not share in the cost of Master Recreation.

All residential development within the District will benefit from the **Neighborhood Improvements**, as the Improvements provide basic infrastructure to all residential lands within the District and benefit all residential lands within the District as an integrated system of improvements.

Benefited units for Neighborhood Infrastructure will be based on an equivalent residential unit ("ERU") basis as determined for each single family residential unit based on the front footage of the lot. A lot that has front footage in the range of 50' – 59' (a 50' lot) is utilized as the basis of one ERU. The current development program provides for the following lot size assignments:

<b>SINGLE FAMILY LOT SIZE</b>	<b>ERU VALUE ASSIGNED</b>
40' – 49'	.80
50' – 59'	1.0
60' – 69'	1.2
70' – 79'	1.4
80' – 89'	1.6
90' – 100'	1.8

Any additional product type would be assigned an ERU of 1.0 for Master Infrastructure and an ERU factor for Neighborhood Infrastructure per the calculation above.

As the provision of the above listed Improvements by the District will make the lands in the District developable, the land will become more valuable to their owners. The increase in the value of the land provides the logical benefit of Improvements that accrues to the developable parcels within the District.

Initially, the assessments will be levied on all developable lands within the District based on the approved site plan on an equal acreage basis within each parcel, because at that juncture, every acre benefits equally from the Improvements. As lands are platted the first platted lots will be assigned debt and related assessments based upon the ERU Value of each lot in accordance with **Table 10**.

The debt incurred by the District to fund the Improvements is allocated to the properties receiving special benefits equally, except that Active Adult will not receive benefit from Master Recreation and therefore will not be assigned debt assessments related to Master Recreation. The responsibility for the repayment of the District's debt through assessments will ultimately be distributed in proportion to the special benefit peculiar to the land within the District, as it may be classified within each of the land use categories. For the purpose of determining the special benefit accruing to the lands within the District, the proposed Improvement costs have been allocated to each residential lot based on an equivalent residential unit (ERU) of 1.0 for Master Infrastructure and on the basis relative to the front footage of each lot for Neighborhood Infrastructure.

For Master Infrastructure, all lots will be assigned debt related to the cost of utilities, landscape, hardscape and electric improvements. However, costs for master recreation improvements are not assigned to the Active Adult lots as they will not have access to the master amenities.

Neighborhood Infrastructure costs will be assigned only to those neighborhoods receiving direct benefits from the expenditures.

### **5.3 Lienability Test: Special and Peculiar Benefit to the Property**

As first discussed in Section 1.3, Special Benefits and General Benefits, Improvements undertaken by the District create special and peculiar benefits to certain properties within the District. The Improvements benefit properties within the District and accrue to all assessable properties on an ERU basis.

Improvements undertaken by the District can be shown to be creating special and peculiar benefits to the property. The special and peculiar benefits resulting from each Improvement undertaken by the District are:

- a. Roadway and Drainage Improvements result in special and peculiar benefits such as the added use of the property, added enjoyment of the property, and likely increased marketability of the property.
- b. Storm Water Management facilities result in special and peculiar benefits such as the added use of the property, decreased insurance premiums, added enjoyment of the property, and likely increased marketability of the property.
- c. Water/Sewer and Reuse Utility Improvements result in special and peculiar benefits such as the added use of the property, and likely increased marketability and value of the property.
- d. Hardscaping including entry Features / landscaping result in special and peculiar benefits such as the added enjoyment of the property, and likely increased marketability and value of the property.
- e. Recreation improvements result in special and peculiar benefits such as the added enjoyment of the property,

and likely increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable, but not yet capable of being calculated and assessed in terms of numerical value, however, each is more valuable than either the cost of, or the actual assessment levied for, the Improvement or debt allocated to the parcel of land.

#### **5.4 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay**

A reasonable estimate of the proportion of special and peculiar benefits received from the Improvements is delineated in **Table 5** Master Infrastructure and **Table 6** for Neighborhood Infrastructure (expressed as Allocation of Total Par Debt).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and / or construction of the District's Improvements (and the concomitant responsibility for the payment of the resultant and allocated debt) have been apportioned to the property according to reasonable estimates of the special and peculiar benefits provided consistent with the land use.

Accordingly, no acre or parcel of property within the boundaries of the District will be liened for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property. Further, the debt allocation will not be affected.

In accordance with the benefit allocation in **Table 5**, a Total Par Debt per Unit for Master Infrastructure has been calculated for each single family unit based on an ERU value of 1.0 for each lot, except that Active Adult has not been assigned costs for Master Recreation.

In accordance with the benefit allocation in **Table 6**, a Total Par Debt per Unit for Neighborhood Infrastructure has been

calculated for each single family unit on the basis relative to the front footage of each lot. These amounts represents the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold in the planned development and the entire proposed infrastructure program is developed or acquired and financed by the District. Parcels of the development may be sold which contain various development units. At the time of such parcel sale an assignment of the development units will occur upon which the related debt and assessments will be specified for the parcel.

## 5.5 True-Up Mechanism

In order to assure that the District's debt will not build up on the unsold acres, and to assure that the requirements that the non-ad valorem special assessments will be constitutionally lienable on the property and will continue to be met, the District shall determine the following:

To assure that there will always be sufficient development potential remaining in the undivided property to assure payment of debt service after a plat or site plan approval, the following test will be applied. The test is that the debt per acre remaining on the unplatted developable land is never allowed to increase above its maximum debt per acre level. Initially, the maximum level of debt per acre is calculated as the total amount of debt for the District's improvement program divided by the number of developable acres for each landowner as detailed in **Table 11** and as follows:

<b>Landowner</b>	<b>Developable Acres</b>	<b>Total Debt</b>	<b>Maximum Debt Per Acre</b>
Pulte Del Webb Active Adult	60.64	\$10,566,681	\$174,253
Eastland Timber Active Adult property (not yet closed)	47.81	\$8,331,020	\$174,253
David Weekley Homes	71.35	\$12,543,319	\$175,800
Toll Brothers	118.07	\$20,756,688	\$175,800

Eastland Timber	249.16	\$43,802,291	\$175,800
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Once a site plan for the development is completed the acreage will be adjusted to developable acres and the calculation of debt per acre will be adjusted accordingly. Thus if the initial debt level is \$174,253 per acre for Active Adult and \$175,800 per acre for all remaining communities, every time a plat or site plan approval is presented, the debt on the land remaining after the plat or site plan approval must remain at or below \$174,253 per acre for Active Adult and \$175,800 per acre for all remaining communities. If not, then in order for the Developer to receive a plat or site plan approval from the County, the Developer agrees that the District will require a density reduction payment so that the per acre debt level is not exceeded. The District can consider the abatement of a true-up where the remaining land is reasonably expected that it would be developed in a manner to support the remaining units. The district may rely on a certificate from its engineer to determine whether it will abate a true-up payment.

In summation, and as noted herein, the benefit from the CIP exceeds of special assessments for any given parcel of property, and the special assessments are fairly and reasonably allocated across all benefited properties. In the event the development program is not completed, or otherwise where required by law, the District may be required to reallocate the special assessments.



## APPENDIX

**Table 1  
Cypress Bluff  
Community Development District**

<b>Land Use</b>	<b>Land Size (Gross Acres)</b>	<b>Percent of Total</b>	<b>Land Size (Developable Acres)</b>
<b>Residential Single Family</b>			
<b>Active Adult</b>	<b>88.1</b>	<b>7%</b>	<b>108.45</b>
<b>All Other Communities</b>	<b>359.4</b>	<b>29%</b>	<b>438.58</b>
<b>Amenity / Parks</b>	<b>39.7</b>	<b>12%</b>	
<b>Road Right-of-Way</b>	<b>147.1</b>	<b>3%</b>	
<b>Wetlands, Open Space, Misc.</b>	<b>615.4</b>	<b>49%</b>	
<b>TOTALS</b>	<b>1,249.7</b>	<b>100%</b>	<b>547.03</b>

**Source: England, Thims & Miller, Inc. Engineers Report June 30, 2018.**

- (1) Acreage for each land use will be adjusted when a site plan is completed for the District lands.

**Table 2**  
**Cypress Bluff CDD**  
**Master Infrastructure cost estimates**

<b>IMPROVEMENT CATEGORY</b>	<b>TOTAL OPINION OF COSTS</b>
<b>E-Town parkway/R.G. Skinner Parkway Utilities, Landscape, Hardscape and Electric</b>	<b>\$ 10,008,034</b>
<b>Master Recreation Improvements</b>	<b>\$ 7,728,000</b>

<b>TOTAL Master Improvements</b>	<b>\$ 17,736,034</b>
----------------------------------	----------------------

**Neighborhood Infrastructure cost estimates**

<b>IMPROVEMENT CATEGORY</b>	<b>TOTAL OPINION OF COSTS</b>
<b>Collector roads, stormwater ponds, neighborhood signage, neighborhood amenity centers, neighborhood parks, sewage pump stations, subdivision roads, clearing, filling, and JEA underground electric.</b>	<b>\$58,368,000</b>

<b>GRAND TOTAL</b>	<b>\$ 76,104,034</b>
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**Provided By: England, Thims & Miller, Inc. Engineers report dated 6/30/18.**

**Table 3  
Cypress Bluff CDD  
Master Infrastructure  
Financing Estimates (4)**

	<b><u>Preliminary Bond Sizing</u></b>
<b>Construction / Acquisition Requirements</b>	<b>\$ 17,736,034</b>
<b>Debt Service Reserve (1)</b>	<b>1,616,850</b>
<b>Capitalized Interest (2)</b>	<b>2,470,600</b>
<b>Cost of Issuance (3)</b>	<b>634,200</b>
<b>Additional Proceeds</b>	<b><u>2,316</u></b>
<b>Total Par</b>	<b><u>\$22,460,000</u></b>

<b>Principal Amortization Installments</b>	<b>30</b>
<b>Anticipated Average Coupon Rate (%)</b>	<b>6.00%</b>
<b>Final Maturity</b>	<b>5/1/2050</b>
<b>Par Amount</b>	<b>\$ 22,460,000</b>
<b>Maximum Annual Debt Service</b>	<b>\$ 1,616,850</b>

- (1) Based on 100% of maximum annual debt service
- (2) Interest capitalized thru the November 1, 2020 interest payment
- (3) Includes Underwriter's Discount of 2%.
- (4) Provided by MBS Capital Markets, LLC.

**Table 4**  
**Cypress Bluff CDD**  
**Neighborhood Infrastructure**  
**Financing Estimates (4)**

	<b><u>Preliminary Bond Sizing</u></b>
Construction / Acquisition Requirements	\$ 73,540,000
Debt Service Reserve (1)	5,288,550
Capitalized Interest (2)	8,089,400
Cost of Issuance (3)	1,790,800
Additional Proceeds	<u>3,250</u>
<b>Total Par</b>	<b><u>\$73,540,000</u></b>

<b>Principal Amortization Installments</b>	<b>30</b>
<b>Anticipated Average Coupon Rate (%)</b>	<b>6.00%</b>
<b>Final Maturity</b>	<b>5/1/2050</b>
<b>Par Amount</b>	<b>\$ 73,540,000</b>
<b>Maximum Annual Debt Service</b>	<b>\$ 5,288,550</b>

(5) Based on 100% of maximum annual debt service

(6) Interest capitalized thru the November 1, 2020 interest payment

(7) Includes Underwriter's Discount of 2%.

(8) Provided by MBS Capital Markets, LLC.

**TABLE 5**  
**Cypress Bluff CDD**  
**Development Program**  
**Master Infrastructure Benefit**

<u>Financing Mechanisms</u>	<u>Active Adult</u>	<u>Other Single Family Residential</u>	<u>Total Value/Amount</u>
Recreation Infrastructure		\$9,786,341	\$9,786,341 (1)
Other Infrastructure - Utilities, Landscape, Hardscape and Electric	\$2,876,587	\$9,797,072	\$12,673,659 (2)
<b>Total - 2018</b>	<b>\$2,876,587</b>	<b>\$19,583,413</b>	<b>\$22,460,000</b>

(1) Master Recreation Infrastructure costs do not apply to Del Webb active adult as they do not have access to the master amenities.

(2) Applies to all units based on ERU values.

<u>Land Use :</u>	<u>Number of Units</u>	<u>ERU Factor</u>	<u>Total ERU's</u>	<u>Total Recreation Benefit</u>	<u>Recreation Benefit Per ERU</u>	<u>Total Other Benefit</u>	<u>Other Benefit Per ERU</u>	<u>Total Master Benefit</u>	<u>Master Benefit Per ERU</u>
<b>Active Adult</b>									
40' - 49' SF	79	1.00	79			\$ 658,697	8,338	\$ 658,697	\$ 8,338
50' - 59' SF	199	1.00	199			1,659,249	8,338	1,659,249	\$ 8,338
60' - 69' SF	67	1.00	67			558,642	8,338	558,642	\$ 8,338
70' - 79' SF		1.00	-			-	8,338	-	\$ 8,338
80' - 89' SF		1.00	-			-	8,338	-	\$ 8,338
<b>Total</b>	<b>345</b>		<b>345</b>			<b>\$ 2,876,587</b>		<b>\$ 2,876,587</b>	
<b>Remaining Single Family</b>									
40' - 49' SF	423	1.00	423	\$ 3,523,083	\$ 8,329	\$ 3,526,946	8,338	\$ 7,050,029	\$ 16,667
50' - 59' SF	318	1.00	318	2,648,559	\$ 8,329	2,651,463	8,338	5,300,022	\$ 16,667
60' - 69' SF	302	1.00	302	2,515,298	\$ 8,329	2,518,056	8,338	5,033,354	\$ 16,667
70' - 79' SF		1.00	-	-	\$ 8,329	-	8,338	-	\$ 16,667
80' - 89' SF	132	1.00	132	1,099,402	\$ 8,329	1,100,607	8,338	2,200,009	\$ 16,667
<b>Total</b>	<b>1,175</b>		<b>1,175</b>	<b>\$ 9,786,341</b>		<b>\$ 9,797,072</b>		<b>\$ 19,583,413</b>	
<b>GRAND TOTALS</b>	<b>1,520</b>		<b>1,520</b>	<b>\$ 9,786,341</b>		<b>\$ 12,673,659</b>		<b>\$ 22,460,000</b>	

Prepared By

Governmental Management Services, LLC

**TABLE 6**  
**Cypress Bluff CDD**  
**Development Program**  
**Neighborhood Infrastructure Benefit**

<u>Financing Mechanisms</u>	<u>Active Adult</u>	<u>Other Single Family Residential</u>	<u>Total Value/Amount</u>
Series 2018 Neighborhood Infrastructure Bonds	\$16,021,114	\$57,518,886	\$73,540,000 <sup>(1)</sup>
<b>Total - 2018</b>	<b>\$16,021,114</b>	<b>\$57,518,886</b>	<b>\$73,540,000</b>

(2) Applies to all units based on ERU values.

<u>Land Use :</u>	<u>Number of Units</u>	<u>ERU Factor</u>	<u>Total ERU's</u>	<u>Total Neighborhood Benefit</u>	<u>Neighborhood Benefit Per ERU</u>
<b>Active Adult</b>					
40' - 49' SF	79	0.80	63	\$ 2,955,442	\$ 37,411
50' - 59' SF	199	1.00	199	9,305,901	\$ 46,763
60' - 69' SF	67	1.20	80	3,759,771	\$ 56,116
70' - 79' SF		1.40	-	-	\$ 65,469
80' - 89' SF		1.60	-	-	\$ 74,821
<b>Total</b>	<b>345</b>		<b>343</b>	<b>16,021,114</b>	
<b>Remaining Single Family</b>					
40' - 49' SF	423	0.80	338	\$ 15,824,708	\$ 37,411
50' - 59' SF	318	1.00	318	14,870,736	\$ 46,763
60' - 69' SF	302	1.20	362	16,947,028	\$ 56,116
70' - 79' SF		1.40	-	-	\$ 65,469
80' - 89' SF	132	1.60	211	9,876,414	\$ 74,821
<b>Total</b>	<b>1,175</b>		<b>1,230</b>	<b>\$ 57,518,886</b>	
<b>GRAND TOTALS</b>	<b>1,520</b>		<b>1,573</b>	<b>\$ 73,540,000</b>	

Prepared By  
**Governmental Management Services, LLC**

**TABLE 7**  
**Cypress Bluff CDD**  
**Development Program**  
**Combined Infrastructure Benefit**

<u>Financing Mechanisms</u>	<u>Active Adult</u>	<u>Other Single Family Residential</u>	<u>Total Value/Amount</u>
Series 2018 Master Infrastructure Bonds	\$ 2,876,587	\$ 19,583,413	\$ 22,460,000
Series 2018 Neighborhood Infrastructure Bonds	\$ 16,021,114	\$ 57,518,886	\$ 73,540,000
<b>Total - 2018</b>	<b>\$18,897,701</b>	<b>\$77,102,299</b>	<b>\$96,000,000</b>

<u>Land Use :</u>	<u>Number of Units</u>	<u>Master Infrastructure Benefit Per Unit</u>	<u>Neighborhood Infrastructure Benefit Per Unit</u>	<u>Grand Total Benefit Per Unit</u>
<b>Active Adult</b>				
40' - 49' SF	79	\$ 8,338	\$ 37,411	\$ 45,749
50' - 59- SF	199	\$ 8,338	\$ 46,763	\$ 55,101
60' - 69' SF	67	\$ 8,338	\$ 56,116	\$ 64,454
70' - 79' SF		\$ 8,338	\$ 65,469	\$ 73,807
80' - 89' SF		\$ 8,338	\$ 74,821	\$ 83,159
<b>Total</b>	<b>345</b>			
<b>Remaining Single Family</b>				
40' - 49' SF	423	\$ 16,667	\$ 37,411	\$ 54,077
50' - 59- SF	318	\$ 16,667	\$ 46,763	\$ 63,430
60' - 69' SF	302	\$ 16,667	\$ 56,116	\$ 72,783
70' - 79' SF		\$ 16,667	\$ 65,469	\$ 82,135
80' - 89' SF	132	\$ 16,667	\$ 74,821	\$ 91,488
<b>Total</b>	<b>1,175</b>			
<b>GRAND TOTALS</b>	<b>1,520</b>			

Prepared By

Governmental Management Services, LLC



**TABLE 8**  
**Cypress Bluff CDD**  
**Development Program**  
**Master Infrastructure Assessments**

Land Use :	Number of Units	Par Debt Per Unit	Total Par Debt	Net Assessment Per Unit	Gross Assessment Per Unit	Net Total Annual Assessment	Gross Total Annual Assessment
<b>Active Adult</b>							
40' - 49' SF	79	\$ 8,338	\$ 658,697	\$ 600	\$ 649	\$ 47,418	\$ 51,263
50' - 59- SF	199	\$ 8,338	1,659,249	\$ 600	\$ 649	119,446	129,131
60' - 69' SF	67	\$ 8,338	558,642	\$ 600	\$ 649	40,215	43,476
70' - 79' SF		\$ 8,338	-	\$ 600	\$ 649	-	-
80' - 89' SF		\$ 8,338	-	\$ 600	\$ 649	-	-
<b>Total</b>	<u>345</u>		<u>\$ 2,876,587</u>			<u>\$ 207,080</u>	<u>\$ 223,870</u>
<b>Remaining Single Family</b>							
40' - 49' SF	423	\$ 16,667	\$ 7,050,029	\$ 1,200	\$ 1,297	\$ 507,517	\$ 548,667
50' - 59- SF	318	\$ 16,667	5,300,022	\$ 1,200	\$ 1,297	381,538	412,473
60' - 69' SF	302	\$ 16,667	5,033,354	\$ 1,200	\$ 1,297	362,341	391,720
70' - 79' SF		\$ 16,667	-	\$ 1,200	\$ 1,297	-	-
80' - 89' SF	132	\$ 16,667	2,200,009	\$ 1,200	\$ 1,297	158,374	171,215
<b>Total</b>	<u>1,175</u>		<u>\$ 19,583,413</u>			<u>\$ 1,409,770</u>	<u>\$ 1,524,076</u>
<b>GRAND TOTALS</b>	<u>1,520</u>		<u>\$ 22,460,000</u>			<u>\$ 1,616,850</u>	<u>\$ 1,747,946</u>

Prepared By

Governmental Management Services, LLC



**TABLE 9**  
**Cypress Bluff CDD**  
**Development Program**  
**Neighborhood Infrastructure Assessments**

Land Use :	Number of Units	Par Debt Per Unit	Total Par Debt	Net Assessment Per Unit	Gross Assessment Per Unit	Total Net Annual Assessment	Total Gross Total Annual Assessment
<b>Active Adult</b>							
40' - 49' SF	79	\$ 37,411	\$ 2,955,442	\$ 2,690	\$ 2,908	\$ 212,537	\$ 229,770
50' - 59' SF	199	\$ 46,763	9,305,901	\$ 3,363	\$ 3,636	669,224	723,485
60' - 69' SF	67	\$ 56,116	3,759,771	\$ 4,036	\$ 4,363	270,380	292,303
70' - 79' SF		\$ 65,469	-	\$ 4,708	\$ 5,090	-	-
80' - 89' SF		\$ 74,821	-	\$ 5,381	\$ 5,817	-	-
<b>Total</b>	<u>345</u>		<u>\$ 16,021,114</u>			<u>\$ 1,152,141</u>	<u>\$ 1,245,558</u>
<b>Remaining Single Family</b>							
40' - 49' SF	423	\$ 37,411	\$ 15,824,708	\$ 2,690	\$ 2,908	\$ 1,138,017	\$ 1,230,289
50' - 59' SF	318	\$ 46,763	14,870,736	\$ 3,363	\$ 3,636	1,069,413	1,156,122
60' - 69' SF	302	\$ 56,116	16,947,028	\$ 4,036	\$ 4,363	1,218,727	1,317,543
70' - 79' SF		\$ 65,469	-	\$ 4,708	\$ 5,090	-	-
80' - 89' SF	132	\$ 74,821	9,876,414	\$ 5,381	\$ 5,817	710,252	767,840
<b>Total</b>	<u>1,175</u>		<u>\$ 57,518,886</u>			<u>\$ 4,136,409</u>	<u>\$ 4,471,793</u>
<b>GRAND TOTALS</b>	<u>1,520</u>		<u>\$ 73,540,000</u>			<u>\$ 5,288,550</u>	<u>\$ 5,717,351</u>

Prepared By

Governmental Management Services, LLC

**TABLE 10**  
**Cypress Bluff CDD**  
**Development Program**  
**Combined Infrastructure Assessments**

Land Use :	Number of Units	Debt Per Unit	Total Par Debt	Net Assessment Per Unit	Gross Assessment Per Unit	Total Net Annual Assessment	Total Gross Annual Assessment
<b>Active Adult</b>							
40' - 49' SF	79	\$ 45,749	\$ 3,614,139	\$ 3,291	\$ 3,557	\$ 259,956	\$ 281,033
50' - 59- SF	199	\$ 55,101	10,965,150	\$ 3,963	\$ 4,285	788,670	852,616
60' - 69' SF	67	\$ 64,454	4,318,413	\$ 4,636	\$ 5,012	310,595	335,779
70' - 79' SF		\$ 73,807	-	\$ 5,308	\$ 5,739	-	-
80' - 89' SF		\$ 83,159	-	\$ 5,981	\$ 6,466	-	-
<b>Total</b>	<u>345</u>		<u>\$ 18,897,701</u>			<u>\$ 1,359,221</u>	<u>\$ 1,469,428</u>
<b>Remaining Single Family</b>							
40' - 49' SF	423	\$ 54,077	\$ 22,874,737	\$ 3,890	\$ 4,206	\$ 1,645,534	\$ 1,778,956
50' - 59- SF	318	\$ 63,430	20,170,758	\$ 4,563	\$ 4,933	1,450,951	1,568,596
60' - 69' SF	302	\$ 72,783	21,980,382	\$ 5,235	\$ 5,660	1,581,068	1,709,263
70' - 79' SF		\$ 82,135	-	\$ 5,908	\$ 6,387	-	-
80' - 89' SF	132	\$ 91,488	12,076,423	\$ 6,580	\$ 7,114	868,626	939,055
<b>Total</b>	<u>1,175</u>		<u>\$ 77,102,299</u>			<u>\$ 5,546,179</u>	<u>\$ 5,995,869</u>
<b>GRAND TOTALS</b>	<u>1,520</u>		<u>\$ 96,000,000</u>			<u>\$ 6,905,400</u>	<u>\$ 7,465,297</u>

Prepared By  
**Governmental Management Services, LLC**

**TABLE 11**  
**Cypress Bluff CDD**  
**Maximum Debt Per Acre**

<b>Current Owner</b>	<b>Developable Acres</b>	<b>Total Par Debt Amount</b>	<b>Maximum Per Acre</b>
<b>Active Adult</b>			
Pulte Del Webb	60.64	\$ 10,566,681	\$ 174,253
Eastland Timber, LLC (1)	47.81	8,331,020	\$ 174,253
Total Del Webb Active Adult	108.45	\$ 18,897,701	
<b>Remaining Single Family</b>			
David Weekley Homes	71.35	\$ 12,543,319	\$ 175,800
Toll Brothers	118.07	20,756,688	\$ 175,800
Eastland Timber, LLC	249.16	43,802,291	\$ 175,800
Total Remaining Single Family	438.58	\$ 77,102,299	
<b>GRAND TOTALS</b>	<b>547.03</b>	<b>\$ 96,000,000</b>	

(1) Acreage planned for Active Adult but not yet sold and closed.

**Prepared By**

**Governmental Management Services, LLC**

**TABLE 12**  
**Cypress Bluff CDD**  
**Preliminary Assessment Roll**

Current Owner	Units	Net Assessment Per Unit	Gross Assessment Per Unit	Total Net Assessment	Total Gross Assessment
<b>Active Adult</b>					
<b>Pulte Del Webb</b>					
40' - 49' SF	42	\$ 3,290.58	\$ 3,557.38	\$ 138,204.28	\$ 149,410.04
50' - 59- SF	107	3,963.16	4,284.50	424,058.65	458,441.78
60' - 69' SF	36	4,635.75	5,011.62	166,887.06	180,418.45
70' - 79' SF		5,308.34	5,738.74	-	-
80' - 89' SF		5,980.93	6,465.87	-	-
Total Pulte Del Webb	185			\$ 729,150.00	\$ 788,270.27
<b>Eastland Timber, LLC (1)</b>					
40' - 49' SF	37	\$ 3,290.58	\$ 3,557.38	\$ 121,751.39	\$ 131,623.13
50' - 59- SF	92	3,963.16	4,284.50	364,611.18	394,174.24
60' - 69' SF	31	4,635.75	5,011.62	143,708.30	155,360.33
70' - 79' SF		5,308.34	5,738.74	-	-
80' - 89' SF		5,980.93	6,465.87	-	-
Total Eastland Timber	160			\$ 630,070.87	\$ 681,157.70
<b>Remaining Single Family Units</b>					
<b>David Weekley Homes</b>					
40' - 49' SF		\$ 3,890.15	\$ 4,205.57	\$ -	\$ -
50' - 59- SF	143	4,562.74	4,932.69	652,471.61	705,374.71
60' - 69' SF	79	5,235.33	5,659.81	413,590.70	447,125.08
70' - 79' SF		5,907.91	6,386.93	-	-
80' - 89' SF		6,580.50	7,114.05	-	-
Total David Weekley Homes	222			\$ 1,066,062.31	\$ 1,152,499.79
<b>Toll Brothers</b>					
40' - 49' SF		\$ 3,890.15	\$ 4,205.57	\$ -	\$ -
50' - 59- SF		4,562.74	4,932.69	-	-
60' - 69' SF	184	5,235.33	5,659.81	963,299.86	1,041,405.25
70' - 79' SF		5,907.91	6,386.93	-	-
80' - 89' SF	70	6,580.50	7,114.05	460,634.92	497,983.70
Total Toll Brothers	254			\$ 1,423,934.78	\$ 1,539,388.95
<b>Eastland Timber, LLC (1)</b>					
40' - 49' SF	423	\$ 3,890.15	\$ 4,205.57	\$ 1,645,534.18	\$ 1,778,955.87
50' - 59- SF	175	4,562.74	4,932.69	798,479.24	863,220.80
60' - 69' SF	39	5,235.33	5,659.81	204,177.69	220,732.64
70' - 79' SF		5,907.91	6,386.93	-	-
80' - 89' SF	62	6,580.50	7,114.05	407,990.93	441,071.28
Total Eastland Timber	699			\$ 3,056,182.04	\$ 3,303,980.58

(1) Acreage planned for Active Adult but not yet sold and closed.

Prepared By  
Governmental Management Services, LLC

*B.*



## **RESOLUTION 2018-35**

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

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

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, Florida Statutes, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, Florida Statutes, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Duval County for four (4) consecutive weeks prior to such hearing.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The Cypress Bluff Community Development District upon conducting its public hearing as required by Section 197.3632, Florida Statutes, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, Florida Statutes, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, Florida Statutes, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District's Secretary is authorized to provide the Property Appraiser and Tax Collector of Duval County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

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

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

**PASSED AND ADOPTED THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:**    Legal Description

## Exhibit A

### Property Description

Revised December 14, 2017

September 1, 2017

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W.O. No.17-160.01

File No. 124B-22.01A

### Cypress Bluff CDD Parcel

A portion of Sections 32 and 33, Township 3 South, Range 28 East, together with a portion of Sections 4, 5, 8 and 9, Township 4 South, Range 28 East, Duval County, Florida, being more particularly described as follows:

For a Point of Reference, commence at the Northwest corner of said Section 33; thence North 88°37'28" East, along the Northerly line of said Section 33, a distance of 1343.30 feet to the Point of Beginning.

From said Point of Beginning, thence continue North 88°37'28" East, along said Northerly line of said Section 33, a distance of 289.49 feet; thence South 07°44'34" East, departing said Northerly line, 1305.77 feet; thence South 13°31'53" East, 2389.14 feet; thence South 04°33'08" West, 1865.63 feet; thence South 18°03'25" West, 1232.39 feet; thence South 05°12'52" East, 2061.31 feet; thence South 19°40'49" West, 3784.88 feet; thence South 04°56'56" West, 366.20 feet; thence South 89°37'47" West, 1624.99 feet; thence South 00°22'13" East, 418.10 feet; thence South 88°55'30" West, 1799.90 feet to a point lying on the Easterly limited access right of way line of State Road No. 9B, a 400 foot limited access right of way per Florida Department of Transportation right of way map Section 72002-2513, Financial Project No. 209294-1; thence Northerly along said Easterly limited access right of way line the following 3 courses: Course 1, thence North 14°27'30" West, 403.98 feet to the point of curvature of a curve concave Easterly having a radius of 5529.58 feet; Course 2, thence Northerly along the arc of said curve, through a central angle of 14°09'36", an arc length of 1366.57 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°22'42" West, 1363.10 feet; Course 3, thence North 00°17'54" West, 1535.00 feet to a point of intersection with the Easterly limited access right of way line of State Road No. 9A, a variable width limited access right of way per Florida Department of Transportation right of way map Section 72002-2511, Work Program Identification No. 2114883, said point also being on a non-tangent curve concave Westerly having a radius of 3000.00 feet; thence Northerly along said Easterly limited access right of way line the following 4 courses: Course 1, thence Northerly, departing said Easterly limited access right of way line of State Road No. 9B and along the arc of said curve, through a central angle of 29°31'23", an arc length of 1545.82 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 07°27'47" East, 1528.78 feet; Course 2, thence North 07°17'54" West, 984.62 feet to the point of curvature of a curve concave Easterly having a



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File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

radius of 11600.00 feet; Course 3, thence Northerly along the arc of said curve, through a central angle of  $07^{\circ}00'00''$ , an arc length of 1417.21 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North  $03^{\circ}47'54''$  West, 1416.33 feet; Course 4, thence North  $00^{\circ}17'54''$  West, 5839.87 feet to its intersection with the Southwesterly right of way line of R.G. Skinner Parkway, a 110 foot right of way as presently established; thence Southeasterly along said Southwesterly right of way line the following 3 courses: Course 1, thence Southerly departing said Easterly limited access right of way line and along the arc of a curve concave Easterly having a radius of 300.00 feet, through a central angle of  $43^{\circ}17'06''$ , an arc length of 226.64 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $21^{\circ}56'27''$  East, 221.29 feet; Course 2, thence South  $43^{\circ}35'00''$  East, 446.83 feet to the point of curvature of a curve concave Northeasterly having a radius of 600.00 feet; Course 3, thence Southeasterly along the arc of said curve, through a central angle of  $25^{\circ}15'01''$ , an arc length of 264.42 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South  $56^{\circ}12'31''$  East, 262.29 feet; thence South  $68^{\circ}50'01''$  East, continuing along said Southwesterly right of way line, 263.07 feet to a point lying on the boundary line of those lands described and recorded in Official Records Book 14340, page 1809, of the current Public Records of said county; thence Southerly along said boundary line the following 62 courses: Course 1, thence South  $56^{\circ}47'19''$  West, departing said Southwesterly right of way line, 34.93 feet; Course 2, thence South  $59^{\circ}53'26''$  West, 60.77 feet; Course 3, thence South  $28^{\circ}07'37''$  West, 63.38 feet; Course 4, thence South  $36^{\circ}12'31''$  West, 52.77 feet; Course 5, thence South  $44^{\circ}25'16''$  West, 53.99 feet; Course 6, thence South  $60^{\circ}24'13''$  West, 59.40 feet; Course 7, thence South  $37^{\circ}46'20''$  West, 47.85 feet; Course 8, thence South  $12^{\circ}02'36''$  East, 52.58 feet; Course 9, thence South  $13^{\circ}05'33''$  East, 42.42 feet; Course 10, thence South  $16^{\circ}44'01''$  West, 33.11 feet; Course 11, thence South  $18^{\circ}07'14''$  West, 49.93 feet; Course 12, thence South  $23^{\circ}19'42''$  West, 58.13 feet; Course 13, thence North  $84^{\circ}25'00''$  West, 84.95 feet; Course 14, thence South  $00^{\circ}24'25''$  East, 68.26 feet; Course 15, thence South  $81^{\circ}52'44''$  East, 73.42 feet; Course 16, thence South  $35^{\circ}00'24''$  East, 50.94 feet; Course 17, thence South  $42^{\circ}29'27''$  East, 63.28 feet; Course 18, thence South  $72^{\circ}15'25''$  East, 65.91 feet; Course 19, thence North  $73^{\circ}27'14''$  East, 68.75 feet; Course 20, thence North  $51^{\circ}47'07''$  East, 59.88 feet; Course 21, thence North  $65^{\circ}14'07''$  East, 63.44 feet; Course 22, thence South  $44^{\circ}57'44''$  East, 51.37 feet; Course 23, thence South  $41^{\circ}27'00''$  East, 50.99 feet; Course 24, thence North  $68^{\circ}09'16''$  East, 90.76 feet; Course 25, thence North  $00^{\circ}26'34''$  West, 52.95 feet; Course 26, thence North  $39^{\circ}25'04''$  West, 59.68 feet; Course 27, thence North  $46^{\circ}31'57''$  East, 62.01 feet; Course 28, thence North  $50^{\circ}00'38''$  East, 57.16 feet; Course 29, thence North  $88^{\circ}38'44''$  East, 49.62 feet; Course 30, thence South  $67^{\circ}21'23''$  East, 54.16 feet; Course 31, thence South  $14^{\circ}50'50''$  East, 56.43 feet; Course 32, thence South  $48^{\circ}06'29''$  East, 55.42 feet; Course 33, thence South  $04^{\circ}06'11''$  East, 57.55 feet; Course 34, thence South  $38^{\circ}52'42''$  West, 48.46 feet; Course 35, thence South  $08^{\circ}09'16''$  West, 60.88 feet; Course 36, thence South  $29^{\circ}03'41''$  East, 51.97 feet; Course 37, thence South  $07^{\circ}41'54''$  East, 90.90 feet; Course 38, thence South  $75^{\circ}57'31''$  East, 33.30 feet; Course 39, thence South  $80^{\circ}17'39''$  East,

Revised December 14, 2017

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W.O. No.17-160.01

File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

50.60 feet; Course 40, thence North 57°17'36" East, 58.75 feet; Course 41, thence North 17°44'41" East, 38.19 feet; Course 42, thence North 41°44'07" East, 55.91 feet; Course 43, thence South 78°01'28" East, 36.71 feet; Course 44, thence North 76°54'19" East, 50.12 feet; Course 45, thence South 78°17'09" East, 69.51 feet; Course 46, thence North 85°04'13" East, 33.16 feet; Course 47, thence North 35°50'17" East, 30.71 feet; Course 48, thence North 05°06'56" East, 69.39 feet; Course 49, thence North 25°14'24" East, 59.38 feet; Course 50, thence North 36°08'27" East, 68.81 feet; Course 51, thence North 42°18'11" West, 56.04 feet; Course 52, thence North 01°48'23" East, 43.34 feet; Course 53, thence South 71°57'16" East, 51.30 feet; Course 54, thence South 45°25'16" East, 54.76 feet; Course 55, thence South 19°52'56" West, 39.91 feet; Course 56, thence South 14°36'39" East, 42.26 feet; Course 57, thence South 40°20'23" East, 57.10 feet; Course 58, thence South 59°04'18" East, 52.23 feet; Course 59, thence South 13°07'44" East, 44.38 feet; Course 60, thence South 24°46'40" East, 56.39 feet; Course 61, thence South 26°06'15" East, 32.51 feet; Course 62, thence South 02°12'11" West, 41.80 feet; thence South 45°09'13" East, departing said boundary line, 35.48 feet to the Northeast corner of those lands described and recorded in Official Records Book 14863, page 469, of said current Public Records; thence North 89°59'26" West, along the Northerly line of said Official Records Book 14863, page 469, a distance of 70.00 feet to the Northwest corner thereof; thence South 00°00'34" West, along the Westerly line of last said lands, 65.00 feet to the Southwest corner thereof; thence South 89°59'26" East, along the Southerly line of said lands, 70.00 feet to the Southeast corner thereof, said corner lying on said Southwesterly right of way line of R.G. Skinner Parkway; thence South 00°00'34" West, along said Southwesterly right of way line, 107.34 feet to a point lying on the Southerly terminus of said R.G. Skinner Parkway; thence South 89°59'26" East, departing said Southwesterly right of way line and along said Southerly terminus, 110.00 feet to a point lying on the Southerly line of said Official Records Book 14340, page 1809; thence Easterly and Northerly along the Southerly and Easterly lines of last said lands the following 62 courses: Course 1, thence South 00°00'34" West, departing said Southerly terminus, 145.55 feet; Course 2, thence South 89°59'26" East, 2280.15 feet; Course 3, thence North 07°41'27" West, 12.17 feet; Course 4, thence North 20°26'25" West, 28.98 feet; Course 5, thence North 06°37'03" East, 35.94 feet; Course 6, thence North 26°09'20" East, 47.24 feet; Course 7, thence North 10°50'26" East, 18.12 feet; Course 8, thence North 19°27'45" East, 19.37 feet; Course 9, thence North 10°56'37" East, 57.23 feet; Course 10, thence North 31°50'19" West, 53.99 feet; Course 11, thence North 25°51'04" West, 36.99 feet; Course 12, thence North 29°13'43" West, 21.65 feet; Course 13, thence North 71°51'12" West, 34.33 feet; Course 14, thence North 04°17'54" East, 38.72 feet; Course 15, thence North 00°16'03" East, 31.09 feet; Course 16, thence North 16°06'04" East, 32.18 feet; Course 17, thence North 20°33'04" West, 21.97 feet; Course 18, thence North 56°02'19" West, 40.42 feet; Course 19, thence North 02°24'10" West, 36.61 feet; Course 20, thence North 02°52'24" East, 35.41 feet; Course 21, thence North 00°06'57" East, 45.28 feet; Course 22, thence North 08°57'28" East, 54.79 feet; Course 23, thence North 06°50'55" West, 38.58 feet; Course 24, thence North 14°46'17" East, 32.02 feet; Course 25,

Revised December 14, 2017

September 1, 2017

E-Town

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W.O. No.17-160.01

File No. 124B-22.01A

**Cypress Bluff CDD Parcel (continued)**

thence North 24°38'30" East, 38.36 feet; Course 26, thence North 21°16'45" East, 42.29 feet; Course 27, thence North 46°41'48" East, 24.93 feet; Course 28, thence North 09°37'57" East, 38.41 feet; Course 29, thence North 40°13'50" East, 35.75 feet; Course 30, thence North 25°36'12" East, 31.37 feet; Course 31, thence North 21°18'20" East, 52.69 feet; Course 32, thence North 30°51'04" West, 51.14 feet; Course 33, thence North 62°04'55" West, 46.62 feet; Course 34, thence North 18°00'39" West, 57.14 feet; Course 35, thence North 25°51'03" West, 51.16 feet; Course 36, thence North 64°02'20" West, 56.18 feet; Course 37, thence North 64°31'59" West, 44.40 feet; Course 38, thence North 45°11'49" West, 58.29 feet; Course 39, thence North 37°43'23" West, 68.80 feet; Course 40, thence North 02°41'36" West, 88.50 feet; Course 41, thence North 02°06'49" West, 73.09 feet; Course 42, thence North 04°53'38" East, 86.05 feet; Course 43, thence North 05°05'30" East, 95.10 feet; Course 44, thence North 28°50'30" West, 58.14 feet; Course 45, thence North 48°55'53" West, 68.30 feet; Course 46, thence North 45°34'57" West, 74.88 feet; Course 47, thence North 29°56'25" West, 51.40 feet; Course 48, thence North 12°05'37" West, 72.07 feet; Course 49, thence North 31°46'26" East, 28.73 feet; Course 50, thence North 62°21'20" East, 59.52 feet; Course 51, thence North 89°26'28" East, 25.20 feet; Course 52, thence North 82°18'54" East, 55.94 feet; Course 53, thence South 65°50'59" East, 41.72 feet; Course 54, thence South 66°19'42" East, 49.58 feet; Course 55, thence North 47°17'56" East, 30.64 feet; Course 56, thence North 84°19'39" East, 48.59 feet; Course 57, thence South 67°19'52" East, 48.05 feet; Course 58, thence North 57°16'24" East, 26.00 feet; Course 59, thence North 89°32'02" East, 47.84 feet; Course 60, thence South 87°36'33" East, 51.75 feet; Course 61, thence North 85°07'24" East, 50.38 feet; Course 62, thence North 01°03'43" West, 115.11 feet to the Point of Beginning.

Containing 1249.73 acres, more or less.

*C.*

## **RESOLUTION 2018-36**

### **THE ANNUAL APPROPRIATION RESOLUTION OF THE CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2018; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has submitted to the Board of Supervisors (“**Board**”) of the Cypress Bluff Community Development District (“**District**”) a proposed budget (“**Proposed Budget**”) for the fiscal year ending September 30, 2018 (“**Fiscal Year 2018**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

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

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

**WHEREAS**, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

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

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

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

#### **SECTION 1. BUDGET**

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit “A,”** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Cypress Bluff Community Development District for the Fiscal Year Ending September 30, 2018.”
- d. The Adopted Budget shall be posted by the District Manager on the District’s official website within thirty (30) days after adoption, and shall remain on the website for at least 2 years.

## **SECTION 2. APPROPRIATIONS**

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2018, the sum of \$\_\_\_\_\_ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

TOTAL GENERAL FUND	\$ _____
TOTAL ALL FUNDS	\$ _____

## **SECTION 3. BUDGET AMENDMENTS**

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2018 or within 60 days following the end of the Fiscal Year 2018 may amend its Adopted Budget for that fiscal year as follows:

- a. The Board may authorize an increase or decrease in line item appropriations within a fund by motion recorded in the minutes if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may authorize an increase or decrease in line item appropriations within a fund if the total appropriations of the fund do not increase and if the aggregate change in the original appropriation item does not exceed \$10,000 or 10% of the original appropriation.
- c. By resolution, the Board may increase any appropriation item and/or fund to reflect receipt of any additional unbudgeted monies and make the corresponding change to appropriations or the unappropriated balance.

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

The District Manager or Treasurer must establish administrative procedures to ensure that any budget amendments are in compliance with this Section 3 and Section 189.016, *Florida Statutes*, among other applicable laws. Among other procedures, the District Manager or Treasurer must ensure that any amendments to budget under subparagraphs c. and d. above are posted on the District's website within 5 days after adoption and remain on the website for at least 2 years.

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

**PASSED AND ADOPTED THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

ATTEST:

**CYPRESS BLUFF COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

*Fiscal Year 2018 Approved Budget*  
*Fiscal Year 2019 Proposed Budget*

*Cypress Bluff Community Development District*

August 1, 2018





# Cypress Bluff

## Community Development District

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General Fund  
Budget  
Narrative

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# Cypress Bluff

## Community Development District

	Approved FY 2018 Budget	Proposed FY 2019 Budget
<b><u>Revenues</u></b>		
Developer Contributions	\$48,150	\$116,675
<b><i>Total Revenues</i></b>	<b><u>\$48,150</u></b>	<b><u>\$116,675</u></b>
<b><u>Expenditures</u></b>		
<b><u>Administrative</u></b>		
Engineering	\$3,750	\$15,000
Arbitrage	\$0	\$600 <sup>(1)</sup>
Dissemination Agent	\$0	\$3,500 <sup>(1)</sup>
Attorney	\$5,000	\$20,000
Annual Audit	\$5,000	\$5,000
Trustee Fees	\$0	\$4,000 <sup>(1)</sup>
Management Fees	\$11,250	\$45,000
Construction Accounting	\$0	\$3,500
Information Technology	\$300	\$1,200
Telephone	\$100	\$300
Postage	\$375	\$1,500
Printing & Binding	\$250	\$1,000
Insurance	\$3,000	\$5,800
Legal Advertising	\$3,500	\$4,000
Other Current Charges	\$200	\$600
Office Supplies	\$250	\$1,000
Dues, Licenses & Subscriptions	\$175	\$175
Website design/compliance	\$15,000	\$4,500
<b><i>Total Expenditures</i></b>	<b><u>\$48,150</u></b>	<b><u>\$116,675</u></b>
<b>Excess Revenues (Expenditures)</b>	<b><u>\$0</u></b>	<b><u>\$0</u></b>

<sup>(1)</sup> Expenditures related to the issuance of Bonds.

**Cypress Bluff**  
**Community Development District**  
**General Fund Budget**  
**FY 2019**

**REVENUES:**

**Developer Contributions**

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

---

**EXPENDITURES:**

**Administrative:**

**Engineering Fees**

The District's engineering firm, England Thims, and Miller, will be providing general engineering services to the District, i.e. attendance and preparation for monthly board meetings, review invoices, etc.

**Arbitrage**

The District is required to annually have an arbitrage rebate calculation on all Bonds.

**Dissemination Agent**

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

**Attorney**

The District's legal counsel, Hopping Green and Sams, will be providing general legal services to the District, i.e. attendance and preparation for monthly meetings, review operating & maintenance contracts, etc.

**Annual Audit**

The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting Firm.

**Trustee Fees**

The amount represents the fee for the administration of the District's bond issue.

**Management Fees**

The District receives Management, Accounting and Administrative services as part of a Management Agreement with Governmental Management Services, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

**Construction Accounting**

The District receives annual construction account services as part of a Management Agreement with Governmental Management Services, LLC.

**Information Technology**

The cost related to District's accounting and information systems.

**Telephone**

Telephone and fax machine.

**Postage**

Mailing of agenda packages, overnight deliveries, correspondence, etc.

**Printing & Binding**

Printing and Binding agenda packages for board meetings, printing of computerized checks, stationary, envelopes, etc.

**Insurance**

The District's General Liability & Public Officials Liability Insurance policy is with Florida Insurance Alliance (FIA). The amount is based upon prior year's premiums.

**Legal Advertising**

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

**Other Current Charges**

This includes bank charges and any other miscellaneous expenses that are incurred during the year by the District.

**Office Supplies**

Miscellaneous office supplies.

**Dues, Licenses & Subscriptions**

The District is required to pay an annual fee to the Department of Community Affairs for \$175. This is the only expense under this category for the District.

**Website Design/Compliance**

Cost related to District website creation and maintenance, electronic compliance with Florida Statutes and other electronic data requirements.

*D.*

**RESOLUTION 2018-37**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF  
THE CYPRESS BLUFF COMMUNITY DEVELOPMENT  
DISTRICT ADOPTING RULES OF PROCEDURE;  
PROVIDING A SEVERABILITY CLAUSE; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cypress Bluff Community Development District (the “District”) is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated partially within the City of Jacksonville, Duval County, Florida; and

**WHEREAS**, Chapter 190, *Florida Statutes*, authorizes the District to adopt rules to govern the administration of the District and to adopt resolutions as may be necessary for the conduct of District business; and

**WHEREAS**, the Board of Supervisors finds that it is in the best interests of the District to adopt by resolution the Rules of Procedure attached hereto as **Exhibit A** for immediate use and application; and

**WHEREAS**, the Board of Supervisors has complied with applicable Florida law concerning rule development and adoption.

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

**SECTION 1.** The attached Rules of Procedure are hereby adopted pursuant to this resolution as necessary for the conduct of District business. These Rules of Procedure shall stay in full force and effect until such time as the Board of Supervisors may amend these rules in accordance with Chapter 190, *Florida Statutes*.

**SECTION 2.** If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 3.** This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED THIS 25<sup>TH</sup> DAY OF SEPTEMBER, 2018.**

**ATTEST:**

**CYPRESS BLUFF  
COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Rules of Procedure

**Exhibit A**  
**Rules of Procedure**

**RULES OF PROCEDURE**  
**CYPRESS BLUFF COMMUNITY DEVELOPMENT DISTRICT**

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**Rule 1.0      General.**

- (1) The Cypress Bluff Community Development District (the “District”) was created pursuant to the provisions of Chapter 190 of the Florida Statutes, and was established to provide for the ownership, operation, maintenance, and provision of various capital facilities and services within its jurisdiction. The purpose of these rules (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:** §§190.011(5), 190.011(15), Fla. Stat.

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



**Rule 1.1      Board of Supervisors; Officers and Voting.**

- (1) Board of Supervisors. The Board of Supervisors of the District (the “Board”) shall consist of five (5) members. Members of the Board (“Supervisors”) appointed by ordinance or rule or elected by landowners must be citizens of the United States of America and residents of the State of Florida. Supervisors elected by resident electors must be citizens of the United States of America, residents of the State of Florida and of the District, registered to vote with the Supervisor of Elections of the county in which the District is located, and qualified. The Board shall exercise the powers granted to the District under Florida law.
  - (a) Supervisors shall hold office for the term specified by Section 190.006 of the Florida Statutes. If, during the term of office, any Board member(s) vacates their office, the remaining member(s) of the Board shall fill the vacancies by appointment for the remainder of the term(s). If three or more vacancies exist at the same time, a quorum, as defined herein, shall not be required to appoint replacement Board members.
  - (b) Three (3) members of the Board shall constitute a quorum for the purposes of conducting business, exercising powers and all other purposes. A Board member shall be counted toward the quorum if physically present at the meeting, regardless of whether such Board member is prohibited from, or abstains from, participating in discussion or voting on a particular item.
  - (c) Action taken by the Board shall be upon a majority vote of the members present, unless otherwise provided in the Rules or required by law. Subject to Rule 1.3(10), a Board member participating in the Board meeting by teleconference or videoconference shall be entitled to vote and take all other action as though physically present.
  - (d) Unless otherwise provided for by an act of the Board, any one Board member may attend a mediation session on behalf of the Board. Any agreement resulting from such mediation session must be approved pursuant to subsection (1)(c) of this Rule.
- (2) Officers. At the first Board meeting held after each election where the newly elected members take office, the Board shall select a Chairperson, Vice-Chairperson, Secretary, Assistant Secretary, and Treasurer.
  - (a) The Chairperson must be a member of the Board. If the Chairperson resigns from that office or ceases to be a member of the Board, the Board shall select a Chairperson. The Chairperson serves at the pleasure of the Board. The Chairperson shall be authorized to execute resolutions and contracts on the District’s behalf. The Chairperson shall convene and conduct all meetings of the Board. In the event the Chairperson is unable to attend a meeting, the Vice-Chairperson shall convene and conduct the meeting. The Chairperson or Vice-Chairperson may delegate the responsibility of conducting the meeting to the District’s manager (“District Manager”) or District Counsel, in whole or in part.

- (b) The Vice-Chairperson shall be a member of the Board and shall have such duties and responsibilities as specifically designated by the Board from time to time. The Vice-Chairperson has the authority to execute resolutions and contracts on the District's behalf in the absence of the Chairperson. If the Vice-Chairperson resigns from office or ceases to be a member of the Board, the Board shall select a Vice-Chairperson. The Vice-Chairperson serves at the pleasure of the Board.
- (c) The Secretary of the Board serves at the pleasure of the Board and need not be a member of the Board. The Secretary shall be responsible for maintaining the minutes of Board meetings and may have other duties assigned by the Board from time to time. An employee of the District Manager may serve as Secretary. The Secretary shall be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in the amount of one million dollars (\$1,000,000) that names the District as an additional insured.
- (d) The Treasurer need not be a member of the Board but must be a resident of the State of Florida. The Treasurer shall perform duties described in Section 190.007(2) and (3) of the Florida Statutes, as well as those assigned by the Board from time to time. The Treasurer shall serve at the pleasure of the Board. The Treasurer shall either be bonded by a reputable and qualified bonding company in at least the amount of one million dollars (\$1,000,000), or have in place a fidelity bond, employee theft insurance policy, or a comparable product in 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) 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 Chapters 112 and 190 of the Florida Statutes, as amended from time to time. Generally, a voting conflict exists when a Board member is called upon to vote on an item which would inure to the Board member's special private gain or loss or the Board member knows would inure to the special private gain or loss of a principal by whom the Board member is retained, the parent organization or subsidiary of a corporate principal, a business associate, or a relative including only a father, mother, son, daughter, husband, wife, brother, sister, father-in-law, mother-in-law, son-in-law, and daughter-in-law.
  - (a) When a Board member knows the member has a conflict of interest on a matter coming before the Board, the member should notify the Board's Secretary prior to participating in any discussion with the Board on the matter. The member shall publicly announce the conflict of interest at the meeting. This announcement shall appear in the minutes.

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

The Board's Secretary shall prepare a Memorandum of Voting Conflict (Form 8B) which shall then be signed by the Board member, filed with the

Board's Secretary, and provided for attachment to the minutes of the meeting within fifteen (15) days of the meeting.

- (b) If a Board member inadvertently votes on a matter and later learns he or she has a conflict on the matter, the member shall immediately notify the Board's Secretary. Within fifteen (15) days of the notification, the member shall file the appropriate Memorandum of Voting Conflict, which will be attached to the minutes of the Board meeting during which the vote on the matter occurred. The Memorandum of Voting Conflict shall immediately be provided to other Board members and shall be read publicly at the next meeting held subsequent to the filing of the Memorandum of Voting Conflict. The Board member's vote is unaffected by this filing.
- (c) It is not a conflict of interest for a Board member, the District Manager, or an employee of the District to be a stockholder, officer or employee of a landowner or of an entity affiliated with a landowner.
- (d) In the event that a Board member elected at a landowner's election or appointed to fill a vacancy of a seat last filled at a landowner's election, has a continuing conflict of interest, such Board member is permitted to file a Memorandum of Voting Conflict at any time in which it shall state the nature of the continuing conflict. Only one such continuing Memorandum of Voting Conflict shall be required to be filed for each term the Board member is in office.

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

**Law Implemented:** §§112.3143, 190.006, 190.007, Fla. Stat.

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

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

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

- (2) Public Records. District public records include 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 an individual who is qualified to perform the labor. For purposes of this Rule, the word "extensive" shall mean that it will take more than fifteen (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 the 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. After the request has been fulfilled, additional payments or credits may be due.
- (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.

### **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 twenty five percent (25%) of its words in the English language, qualifies as a periodicals material for postal purposes in the county in which the District is located, is for sale to the public generally, is available to the public generally for the publication of official or other notices, and is customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public. The annual meeting notice required to be published by Section 189.015 of the Florida Statutes, shall be published in a newspaper not of limited subject matter, which is published at least five days a week, unless the only newspaper in the county is published less than five days a week. 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 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 (407) 382-3256. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), who can aid you in contacting the District Office."
  - (e) The following 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 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 a notice and an agenda of the meeting/hearing/workshop. The notice and agenda shall be available to the public at least seventy-two (72) hours before the meeting/hearing/workshop except in an emergency. For good cause, the agenda may be changed after it is first made available for distribution. 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
- Supervisor's requests and comments
- Public comment
- Adjournment

- (4) Minutes. The Secretary shall be responsible for preparing and keeping the minutes of each meeting of the Board. Minutes shall be corrected and approved by the Board at a subsequent meeting. The Secretary may work with other staff members in preparing draft minutes for the Board's consideration.
- (5) Special Requests. Persons wishing to receive, by mail, notices or agendas of meetings, may so advise the District Manager or Secretary at the District Office. Such persons shall furnish a mailing address in writing and shall be required to pre-pay the cost of the copying and postage.
- (6) Emergency Meetings. The Chairperson, or Vice-Chairperson if the Chairperson is unavailable, 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 Section 190.008 of the Florida Statutes. Once adopted in accord with Section 190.008 of the Florida Statutes, the annual budget(s) may be amended from time to time by action of the Board. Approval of invoices by the Board in excess of the funds allocated to a particular budgeted line item shall serve to amend the budgeted line item.
- (9) Public Hearings. Notice of required public hearings shall contain the information required by applicable Florida law and by these Rules applicable to meeting notices and shall be mailed and published as required by Florida law. The District Manager shall ensure that all such notices, whether mailed or published, contain the information required by Florida law and these Rules and are mailed and published as required by Florida law. Public hearings may be held during Board meetings when the agenda includes such public hearing.
- (10) Participation by Teleconference/Videoconference. District staff may participate in Board meetings by teleconference or videoconference. Board members may also participate in Board meetings by teleconference or videoconference if in the good judgment of the Board extraordinary circumstances exist; provided however, at least three Board members must be physically present at the meeting location to establish a quorum. Such extraordinary circumstances shall be presumed when a Board member participates by teleconference or videoconference, unless a majority of the Board members physically present determines that extraordinary circumstances do not exist.
- (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. 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 attorneys 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.

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

**Law Implemented:** §§190.006, 190.007, 190.008, 286.0105, 286.011, 286.0114, Fla. Stat.

## **Rule 2.0      Rulemaking Proceedings.**

- (1) Commencement of Proceedings. Proceedings held for adoption, amendment, or repeal of a District rule shall be conducted according to these Rules. Rulemaking proceedings shall be deemed to have been initiated upon publication of notice by the District. A “rule” is a District statement of general applicability that implements, interprets, or prescribes law or policy, or describes the procedure or practice requirements of the District (“Rule”). Nothing herein shall be construed as requiring the District to consider or adopt rules unless required by Chapter 190 of the Florida Statutes. Policies adopted by the District which do not consist of rates, fees, rentals or other monetary charges may be, but are not required to be, implemented through rulemaking proceedings.
- (2) Notice of Rule Development.
  - (a) Except when the intended action is the repeal of a Rule, the District shall provide notice of the development of a proposed rule by publication of a Notice of Rule Development in a newspaper of general circulation in the District before providing notice of a proposed rule as required by section (3) of this Rule. Consequently, the Notice of Rule Development shall be published at least 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. Notice will then be mailed to all persons whom, at least fourteen (14) days prior to such mailing, have made requests of the District for advance notice of its proceedings.
- (4) Rule Development Workshops. Whenever requested in writing by any affected person, the District must either conduct a rule development workshop prior to proposing rules for adoption or the 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 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 ten (10) days after receiving the petition, the Chairperson shall, if the petition complies with the requirements of subsection (b) of this section, designate any member of the Board (including the Chairperson), District Manager, District Counsel, or other 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) Variances and Waivers. A “variance” means a decision by the District to grant a modification to all or part of the literal requirements of a rule to a person who is subject to the rule. A “waiver” means a decision by the District not to apply all or part of a rule to a person who is subject to the rule. Variances and waivers from District rules may be granted subject to the following:
- (a) Variances and waivers shall be granted when the person subject to the rule demonstrates that the purpose of the underlying statute will be or has been achieved by other means by the person, and when application of the rule would create a substantial hardship or would violate principles of fairness. For purposes of this section, "substantial hardship" means a demonstrated economic, technological, legal, 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 sixty (60) days after receipt of the original petition, the last item of timely requested additional material, or the petitioner's written request to finish processing the petition. The District's statement granting or denying the petition shall contain a statement of the relevant facts and reasons supporting the District's action.

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

**Specific Authority:** §§190.011(5), 190.011(15), 190.035, Fla. Stat.

**Law Implemented:** §§190.011(5), 190.035(2), Fla. Stat.



### **Rule 3.0      Competitive Purchase.**

- (1) Purpose and Scope. In order to comply with Sections 190.033(1) through (3), 287.055 and 287.017 of the Florida Statutes, the following provisions shall apply to the purchase of Professional Services, insurance, construction contracts, design-build services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Board Authorization. Except in cases of an Emergency Purchase, a competitive purchase governed by these Rules shall only be undertaken after authorization by the Board.
- (3) Definitions.
  - (a) “Competitive Solicitation” means a formal, advertised procurement process, other than an Invitation to Bid, Request for Proposals, or Invitation to Negotiate, approved by the Board to purchase commodities and/or services which affords vendors fair treatment in the competition for award of a District purchase contract.
  - (b) “Continuing Contract” means a contract for Professional Services entered into in accordance with Section 287.055 of the Florida Statutes, between the District and a firm, whereby the firm provides Professional Services to the District for projects in which the costs do not exceed one million dollars (\$1,000,000), for a study activity when the fee for such Professional Services to the District does not exceed fifty thousand dollars (\$50,000), 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.

**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 federal licenses in good standing, if any;
  - (b) Hold all required applicable state professional licenses in good standing;
  - (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. Consultants who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail. 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) 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:** §§190.011(5), 190.011(15), Fla. Stat.

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



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

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

(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 audit selection committee appointed by the Board as described in section (2) of this Rule.

(2)    Establishment of Audit Committee. Prior to a public announcement under section (4) of this Rule that Auditing Services are required, the Board shall establish an audit 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 should include at least three individuals, some or all of whom may also serve as members of the Board. The establishment and selection of the Committee must be conducted at a publicly noticed and held meeting of the Board.

(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 federal licenses in good standing, if any;
  - (ii)   Hold all required applicable state professional licenses in good standing;
  - (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) Understanding of scope of work;
  - (iv) Ability to furnish the required services; and
  - (v) 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.
- (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 July 1 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. No contract shall continue, or allow the contract to be renewed, for a period of more than three years from the date of its execution. 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:** §§190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§119.0701, 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. Persons who provide their name and address to the District Manager for inclusion on the list shall receive notices by mail.
  - (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:** §§190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §112.08, Fla. Stat.

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

- (1) Scope. In its discretion, the District may undertake a pre-qualification process in accordance with this Rule for vendors to provide construction services, goods, supplies, and materials, Contractual Services, and maintenance services.
- (2) Procedure. When the District seeks to pre-qualify vendors, the following procedures shall apply:
  - (a) The Board shall cause to be prepared a Request for Qualifications.
  - (b) For construction services exceeding the thresholds described in Section 255.20 of the Florida Statutes, the Board must advertise the proposed 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 the 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, 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.

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

**Law Implemented:** §§190.033, 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 190 of the Florida Statutes, the costs of which are estimated by the District in accordance with generally accepted cost accounting principles to be in excess of the threshold amount for applicability of Section 255.20 of the Florida Statutes, as that amount may be indexed or amended from time to time, shall be let under the terms of these Rules and the procedures of Section 255.20 of the Florida Statutes, as the same may be amended from time to time. A project shall not be divided solely to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of construction services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation in the District and in the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least twenty-one (21) days for submittal of sealed bids, proposals, replies, or responses, unless the Board, for good cause, determines a shorter period of time is appropriate. Any project projected to cost more than five hundred thousand dollars (\$500,000) must be noticed at least thirty (30) days prior to the date for submittal of bids, proposals, replies, or responses. If the Board has previously pre-qualified contractors pursuant to Rule 3.4 and determined that only the contractors that have been pre-qualified will be permitted to submit bids, proposals, replies, and responses, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation need not be published. Instead, the Notice of Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be sent to the pre-qualified contractors by United States Mail, 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 the 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 such as 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 take whatever steps reasonably necessary in order to proceed with the procurement of construction services, which steps may include 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 contractor; or
  - (d) The District, after public notice, conducts a public meeting under Section 286.011 of the Florida Statutes, and finds by a majority vote of the Board that it is in the public's best interest to perform the project using its own services, employees, and equipment.

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

Law Implemented: §§119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.6 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 such as 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 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) proposals are received, the District may purchase design-build services or may reject the proposals for lack of competitiveness. If no proposals are received, the District may take whatever steps reasonably necessary in order to proceed with the procurement of design-build services, which steps may include 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. Failing accord with the second most qualified firm, the Board must terminate negotiations. The Board shall then undertake negotiations with the third most qualified firm. 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:** §§190.011(5), 190.011(15), Fla. Stat.

**Law Implemented:** §§119.0701, 189.053, 190.033, 255.0518, 255.0525, 255.20, 287.055, Fla. Stat.

**Rule 3.7      Payment and Performance Bonds.**

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

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

**Law Implemented:** §255.05, Fla. Stat.

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

- (1) Purpose and Scope. All purchases of goods, supplies, or materials exceeding the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR, shall be purchased under the terms of this Rule. Contracts for purchases of “goods, supplies, and materials” do not include printing, insurance, advertising, or legal notices. A contract involving goods, supplies, or materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of goods, supplies, or materials is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, or Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 the 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) 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 take whatever steps reasonably necessary in order to proceed with the procurement of goods, supplies, and materials, which steps may include 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 period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

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

**Law Implemented:** §§189.053, 190.033, 287.017, 287.084, Fla. Stat.

**Rule 3.9      Maintenance Services.**

- (1) Scope. All contracts for maintenance of any District facility or project shall be set under the terms of this Rule if the cost exceeds the amount provided in Section 287.017 of the Florida Statutes, for CATEGORY FOUR. A contract involving goods, supplies, and materials plus maintenance services may, in the discretion of the Board, be treated as a contract for maintenance services. However, a purchase shall not be divided solely in order to avoid the threshold bidding requirements.
- (2) Procedure. When a purchase of maintenance services is within the scope of this Rule, the following procedures shall apply:
  - (a) The Board shall cause to be prepared an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation.
  - (b) Notice of the Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation shall be advertised at least once in a newspaper of general circulation within the District and within the county in which the District is located. The notice shall also include the amount of the bid bond, if one is required. The notice shall allow at least seven (7) days for submittal of bids, proposals, replies, or responses.
  - (c) The District may maintain lists of persons interested in receiving notices of Invitations to Bid, Requests for Proposals, Invitations to Negotiate, and Competitive Solicitations. The District shall make a good faith effort to provide written notice, by electronic mail, United States Mail, 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 the 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 take whatever steps reasonably necessary in order to proceed with the procurement of maintenance services, which steps may include 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 period that may not exceed three (3) years or the term of the original contract, whichever period is longer.
- (5) Contracts; Public Records. In accordance with Florida law, each contract entered into pursuant to this Rule shall include provisions required by law that require the contractor to comply with public records laws.
- (6) Emergency Purchases. The District may make an Emergency Purchase without complying with these rules. The fact that an Emergency Purchase has occurred or is necessary shall be noted in the minutes of the next Board meeting.

**Specific Authority:** §§190.011(5), 190.011(15), 190.033, Fla. Stat.

**Law Implemented:** §§119.0701, 190.033, 287.017, Fla. Stat.

**Rule 3.10      Contractual Services.**

- (1) Exemption from Competitive Purchase. Pursuant to Section 190.033(3) of the Florida Statutes, Contractual Services shall not be subject to competitive purchasing requirements. If an agreement is predominantly for Contractual Services, but also includes maintenance services or the purchase of goods and services, the contract shall not be subject to competitive purchasing requirements. Regardless of whether an advertisement or solicitation for Contractual Services is identified as an Invitation to Bid, Request for Proposals, Invitation to Negotiate, or Competitive Solicitation, no rights or remedies under these Rules, including but not limited to protest rights, are conferred on persons, firms, or vendors proposing to provide Contractual Services to the District.
- (2) Contracts; Public Records. In accordance with Florida law, each contract for Contractual Services shall include provisions required by law that require the contractor to comply with public records laws.

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

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

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

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

(1)      Filing.

- (a)      With respect to a protest regarding qualifications, specifications, documentation, or other requirements contained in a Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation issued by the District, the notice of protest shall be filed in writing within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after the first advertisement of the Request for Qualifications, Request for Proposals, Invitation to Bid, or Competitive Solicitation. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's intended decision. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (b)      Except for those situations covered by subsection (1)(a) of this Rule, any firm or person who is affected adversely by a District's ranking or intended award under Rules 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.8, or 3.9 and desires to contest the District's ranking or intended award, shall file with the District a written notice of protest within seventy-two (72) calendar hours (excluding Saturdays, Sundays, and state holidays) after receipt of the notice of the District's ranking or intended award. A formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days (including Saturdays, Sundays, and state holidays) after the initial notice of protest was filed. For purposes of this Rule, wherever applicable, filing will be perfected and deemed to have occurred upon receipt by the District. Failure to file a notice of protest shall constitute a waiver of all rights to protest the District's ranking or intended award. Failure to file a formal written protest shall constitute an abandonment of the protest proceedings and shall automatically terminate the protest proceedings.
- (c)      If 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, the Board may require any person who files a notice of protest to post a protest bond in the amount equal to 1% of the anticipated contract amount that is the subject of the protest. 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, or if the Board determines it is otherwise in the District's best interest, the Board may reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew. If the Board decides to reject all qualifications, bids, proposals, replies, and responses and start the competitive solicitation process anew, any pending protests shall automatically terminate.
- (7) Settlement. Nothing herein shall preclude the settlement of any protest under this Rule at any time.

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

**Law Implemented:** §190.033, Fla. Stat.

**Rule 4.0      Effective Date.**

These Rules shall be effective September 25, 2018, except that no election of officers required by these Rules shall be required until after the next regular election for the Board.

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

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

## *SEVENTH ORDER OF BUSINESS*

**CYPRESS BLUFF CDD**  
**AUDITOR SELECTION**  
**EVALUATION CRITERIA**

1. *Ability of Personnel.* (20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

2. *Proposer's Experience.* (20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation of respondent, etc.)

3. *Understanding of Scope of Work.* (20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

**4. Ability to Furnish the Required Services. (20 Points)**

Extent to which the proposal demonstrates the adequacy of Proposer's financial resources and stability as a business entity necessary to complete the services required. (E.g., the existence of any natural disaster plan for business operations)

5. *Price.* (20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonableness of the price to the services.



## *NINTH ORDER OF BUSINESS*

# Website Compliance Proposal For Cypress Bluff CDD

(<http://www.cypressbluffcdd.com/>)

Website Accessibility for People with Disabilities as per

Nondiscrimination requirements of Title II of the American Disabilities Act (ADA)

Date	Version#	Comments	Author
May 25, 2018	1.0	Initial version	VB Joshi
June 18, 2018	1.1	Added document conversion cost	VB Joshi Kristen Thornburgh
June 21, 2018	1.2	Added <b>WCAG Standards</b> Compliance	VB Joshi
August 10, 2018	1.3	Added CDD Specific details	VB Joshi
August 13, 2018	1.4	Updated pricing for simple, medium and high complexity CDD websites	As per requirements from Ariel and Valerie
August 28, 2018	2.0	Updated conversion and support costs based on discussed scope	As per meeting with GMSCFL

Presented by: VB Joshi, CEO, VGlobalTech, Orlando, Florida



BBB Rating: A+  
Click for Profile

**Project: ADA and WCAG Website Compliance**

**Service Providers: VGlobalTech LLC, Orlando, Florida, USA**

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## 1.0 Introduction

Every individual must have equal access to information whether it is in person service or online. This is a general agreement and understanding of access.

The Internet has dramatically changed the way state and local governments do business. Today, government agencies routinely make much more information about their programs, activities, and services available to the public by posting it on their websites. As a result, many people can easily access this information seven days a week, 24 hours a day.

Many government services and activities are also provided on websites because the public is able to participate in them at any time of day and without the assistance of government personnel. Many government websites offer a low cost, quick, and convenient way of filing tax returns, paying bills, renewing licenses, signing up for programs, applying for permits or funding, submitting job applications, and performing a wide variety of other activities.

The **Americans with Disabilities Act (ADA)** and, if the government entities receive federal funding, the Rehabilitation Act of 1973 generally require that state and local governments provide qualified individuals with disabilities equal access to their programs, services, or activities unless doing so would fundamentally alter the nature of their programs, services, or activities or would impose an undue burden. One way to help meet these requirements is to ensure that government websites have accessible features for people with disabilities, using the simple steps described in this document. An agency with an inaccessible website may also meet its legal obligations by providing an alternative accessible way for citizens to use the programs or services, such as a staffed telephone information line. These alternatives, however, are unlikely to provide an equal degree of access in terms of hours of operation and the range of options and programs available.

**Visit <http://vglobaltech.com/website-compliance/> for more details, do a website compliance check on your website and to download a PDF proposal.**

## 1.1 Common Problems and Solutions in Website Accessibility?

### 1.1.1 Problem: Images Without Text Equivalents

#### **Solution: Add a Text Equivalent to Every Image**

Adding a line of simple HTML code to provide text for each image and graphic will enable a user with a vision disability to understand what it is. Add a type of HTML tag, such as an “alt” tag for brief amounts of text or a “longdesc” tag for large amounts, to each image and graphic on your agency’s website.

The words in the tag should be more than a description. They should provide a text equivalent of the image. In other words, the tag should include the same meaningful information that other users obtain by looking at the image. In the example of the mayor’s picture, adding an “alt” tag with the words “Photograph of Mayor Jane Smith” provides a meaningful description.

In some circumstances, longer and more detailed text will be necessary to convey the same meaningful information that other visitors to the website can see. For example, a map showing the locations of neighborhood branches of a city library needs a tag with much more information in text format. In that instance, where the map conveys the locations of several facilities, add a “longdesc” tag that includes a text equivalent description of each location shown on the map – e.g., “City Center Library, 433 N. Main Street, located on North Main Street between 4th Avenue and 5th Avenue.”

### 1.1.2 Problem: Documents Are Not Posted In an Accessible Format

#### **Solution: Post Documents in a Text-Based Format**

Always provide documents in an alternative text-based format, such as HTML or RTF (Rich Text Format), in addition to PDF. Text-based formats are the most compatible with assistive technologies.

### 1.1.3 Problem: Specifying Colors and Font Sizes

#### **Solution: Avoid Dictating Colors and Font Settings**

Websites should be designed so they can be viewed with the color and font sizes set in users’ web browsers and operating systems. Users with low vision must be able to specify the text and background colors as well as the font sizes needed to see webpage content.

#### 1.1.4 Problem: Videos and Other Multimedia Lack Accessible Features

##### **Solution: Include Audio Descriptions and Captions**

Videos need to incorporate features that make them accessible to everyone. Provide audio descriptions of images (including changes in setting, gestures, and other details) to make videos accessible to people who are blind or have low vision. Provide text captions synchronized with the video images to make videos and audio tracks accessible to people who are deaf or hard of hearing.

#### 1.1.5 Web Content Accessibility Guidelines (WCAG)

##### **Understanding the Four Principles of Accessibility**

The guidelines and Success Criteria are organized around the following four principles, which lay the foundation necessary for anyone to access and use Web content. Anyone who wants to use the Web must have content that is:

1. **Perceivable** - Information and user interface components must be presentable to users in ways they can perceive.
  - This means that users must be able to perceive the information being presented (it can't be invisible to all of their senses)
2. **Operable** - User interface components and navigation must be operable.
  - This means that users must be able to operate the interface (the interface cannot require interaction that a user cannot perform)
3. **Understandable** - Information and the operation of user interface must be understandable.
  - This means that users must be able to understand the information as well as the operation of the user interface (the content or operation cannot be beyond their understanding)
4. **Robust** - Content must be robust enough that it can be interpreted reliably by a wide variety of user agents, including assistive technologies.
  - This means that users must be able to access the content as technologies advance (as technologies and user agents evolve, the content should remain accessible)

**If any of these are not true, users with disabilities will not be able to use the Web.**

Under each of the principles are guidelines and Success Criteria that help to address these principles for people with disabilities. There are many general usability guidelines that make content more **usable by all people**, including those with disabilities. However, in WCAG 2.1, we only include those guidelines that address problems particular to people with disabilities. This includes issues that block access or interfere with access to the Web more severely for people with disabilities.

See reference section at the end of this document for more information and websites for ADA, Usability and other important compliance issues and solutions.

**VGlobalTech development and business management team shall study these compliance guidelines and with our technical capabilities apply these to make your website accessible, compatible and fully functional for all people, including those with disabilities.**

## 2.0 Pricing

### Website Complexity: **Small Level Websites**

**VGlobalTech team shall complete the following critical tasks for client website.  
All costs below are per website / CDD:**

#### **2.1 One time (website conversion and compliance cost):**

	<b>Task</b>	<b>Estimated Cost</b>
1.	Perform ADA Website Compliance Check for current website – All webpages on the website. Create a project plan, code review, html updates, plugins / security updates (wordpress, joomla, etc CMS websites)	\$500
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc). Braille Readers, Other assistance technology compatibility	\$100
3.	ADA Standards application (as per Section 1 above). ADA.gov, <b>Web Content Accessibility Guidelines (WCAG)</b>	\$700
4.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
5.	Create a webpage showing websites ADA Compliance efforts	\$100
6.	Create customized footer with VGlobalTech's ADA Compliance Seal (valid for 1 year only)	\$50
	<b>Total (one time compliance / conversion cost)</b>	<b>\$1750 / one time</b>



**2.2 ADA Compliance Yearly Maintenance and Upgrade starting after initial conversion is completed (Optional Maintenance – It is critical to maintain compliance as websites get updated):**

**VGlobalTech team shall complete the following critical tasks for client website. All costs below are per website / CDD:**

	<b>Task</b>	<b>Cost</b>
1.	Perform ADA Website Compliance Check for current website – All new webpages on the website	\$200
2.	Cross-Device Check (Website needs to appear as per ADA standards on Mobile Phones, Tablets, Desktops etc)	\$75
3.	Update footer with VGlobalTech’s ADA Compliance Seal (extended for current year)	\$75
4.	Support (upto 1 hr / month) for the year including updates to newly added pages, upgrade to new standards (if any)	\$600
5.	PDF Documents conversion (to Text, HTML etc) as needed for ADA Compliance / Reader Compliance	\$300
	<b>Annual Maintenance (starts after initial compliance engagement quoted above is complete)</b>	<b>\$1250 / year</b>

***This proposal includes following points, stipulations terms and conditions:***

\*(1) conference call or in person meetings per month with client to review metrics, results and monthly recaps *\*unless otherwise noted*

\* email and phone communication

\*Anything out of the scope of work in the above proposal will be addressed and client will be immediately notified. After notification of additional work, a subsequent quote will be provided to cover that work.

\*Client is responsible to adhering to timelines as far as information required to complete the task is concerned. If timelines are not adhered to and exceed 15 business days past the current marketing months, last day, all work will end. A new month with new allocated costs will be presented for future work to commence. No refunds and owed work will be due unless otherwise agreed upon. **An Invoice will be provided once signature approval of this project proposal. Payments will be made to VGLOBALTECH**

\*Client is responsible for verifying quality of work, providing feedback, verifying that compliance has been met as required. VGlobalTech team shall not be responsible for any legal ramifications arising from work not done as per external agencies / organizations / associations needs if proper feedback is not provided by the customer. VGlobalTech's work will be in best faith but cannot guarantee all compliance / legal needs since we are not the SME's in the compliance area. VGlobalTech shall not be liable for any legal ramifications arising from compliance issues.

Refund Policy: The client may halt work and request for a refund within seven days of the date of signing this services agreement by mailing a signed letter to the main address listed on [www.VGlobalTech.com](http://www.VGlobalTech.com) website. If client requests a refund within seven days of the date of signing their agreement they shall be liable to pay for all work completed and will be refunded the remaining balance of the initial payment if billable work has not exceeded a charge that would be greater than client's initial payment. If client requests a refund after the seven days from the date of the signing of the agreement client is liable to pay for all work completed plus an additional 25% of any remaining balance that may still be due. Once line item projects are complete no refunds will be issued. Confidentiality: All information between client and service provider inclusive of technical and business information relating to proprietary ideas, patentable ideas and/or trade secrets, existing and/or contemplated products and services, research and development, production, costs, profit and margin information, finances and financial projections, customers, clients, marketing, and current or future business plans and models, regardless of whether such information is designated as "Confidential Information" at the time of its disclosure and will be treated as such and with absolute confidentiality and will not be shared or used, which will be maintained at all times. The client is not allowed to disclose their price with any third parties. Doing so is in breach of this agreement. All information development will be shared and proprietary information and property between client and service providers.

3.0 Proposal Acceptance:

To accept these project, associated costs and conditions as listed above please sign and date below.

***The VGlobalTech proposed solution and terms have been accepted by the customer and the VGlobalTech team can proceed with the project. All payments shall be made according to this agreement.***

For Customer	Date
--------------	------

VB Joshi	
For VGlobalTech	Date

## 4.0 References:

**ADA Best Practices Tool Kit for State and Local Governments:**

<https://www.ada.gov/pcatoolkit/chap5toolkit.htm>

**U.S. Department of Justice, Civil Rights Division, *Disability Rights Section***

<https://www.ada.gov/websites2.htm>

**Web design Standards:** <https://www.w3schools.com/>

**Web Content Accessibility Guidelines (WCAG)** <https://www.w3.org/TR/WCAG21/>

**VGlobalTech Web Content Accessibility Implementation and Checkpoints:**

<http://vglobaltech.com/website-compliance/>



[Click for Profile](#)

## *TENTH ORDER OF BUSINESS*

*B.*

**August 20, 2018**

Cypress Bluff Community Development District  
c/o Governmental Management Services  
475 West Town Place, Suite 114  
St. Augustine, FL 32092

Reference: Cypress Bluff CDD – Work Authorization #3: District Engineer  
ETM No. 13-102-25-02

Mr. Perry

England, Thims & Miller, Inc. is pleased to submit this proposal for District Engineer services for Cypress Bluff Community Development District within the Etown project located in Duval County Florida. Services shall include, but are not limited to:

1. General Consulting Services
2. Attendance at Meetings of the District's Board of Supervisors
3. Attendance at Meetings as requested for bond issuance, special reports, feasibility studies, cost estimates, or other tasks
4. Any other items requested by the Board of Supervisors

**FEE** ..... **HOURLY**  
(Budget Estimate - \$25,000.00)

Reference: Work Authorization #3: District Engineer  
ETM No.: 13-102-25-02

**Expenses:**

Costs such as final printing, delivery service, mileage and travel shall be Invoiced at direct cost

**ENGLAND-THIMS & MILLER, INC.  
HOURLY FEE SCHEDULE – 2018**

Principal – CEO/CSO/President.....	\$259.00/Hr.
Principal – Vice President .....	\$244.00/Hr.
Chief Engineer.....	\$244.00/Hr.
Senior Engineer.....	\$194.00/Hr.
Engineer.....	\$151.00/Hr.
Project Manager .....	\$178.00/Hr.
Assistant Project Manager .....	\$146.00/Hr.
Chief Planner .....	\$244.00/Hr.
Senior Planner .....	\$178.00/Hr.
Planner.....	\$146.00/Hr.
CEI Senior Engineer .....	\$211.00/Hr.
Senior Inspector .....	\$146.00/Hr.
Inspector .....	\$118.00/Hr.
Senior Landscape Architect .....	\$163.00/Hr.
Landscape Architect .....	\$146.00/Hr.
Senior Graphics Technician.....	\$146.00/Hr.
GIS Programmer .....	\$156.00/Hr.
GIS Analyst .....	\$130.00/Hr.
Senior Engineering Designer / Senior LA Designer .....	\$146.00/Hr.
Engineering/Landscape Designer .....	\$125.00/Hr.
CADD/GIS Technician .....	\$118.00/Hr.
Administrative Support .....	\$81.00/Hr.

**ROBERT M. ANGAS ASSOCIATES, INC.  
HOURLY FEE SCHEDULE-2018**

Principal Surveyor.....	\$210.00/Hr.
Senior Surveyor – Vice President .....	\$189.00/Hr.
Senior Project Surveyor .....	\$168.00/Hr.
Senior SUE Coordinator .....	\$152.00/Hr.
Project Surveyor .....	\$147.00/Hr.
Project Manager – Survey .....	\$115.00/Hr.
CADD Survey Technician .....	\$105.00/Hr.
Field Supervisor .....	\$126.00/Hr.
Survey Field Crew .....	\$157.00/Hr.
Survey Field Crew – HD Scanning .....	\$410.00/Hr.
GIS Field Crew .....	\$125.00/Hr.
GIS Technician .....	\$105.00/Hr.
Administrative Support .....	\$81.00/Hr.



Reference: Work Authorization #3: District Engineer  
ETM No.: 13-102-25-02

Work and general conditions shall be in accordance with the Cypress Bluff Engineering Services Agreement.

Please indicate your agreement with this proposal by signing in the space provided and return one copy to our office.

If you should have any questions or require additional information, please call. Thank you for this opportunity to be of professional service.

Yours sincerely,

ENGLAND, THIMS & MILLER, INC.



Bradley L. Weeber, P.E.  
Vice President / Shareholder

Accepted this \_\_\_\_\_ day

of \_\_\_\_\_, 2018

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

For: \_\_\_\_\_